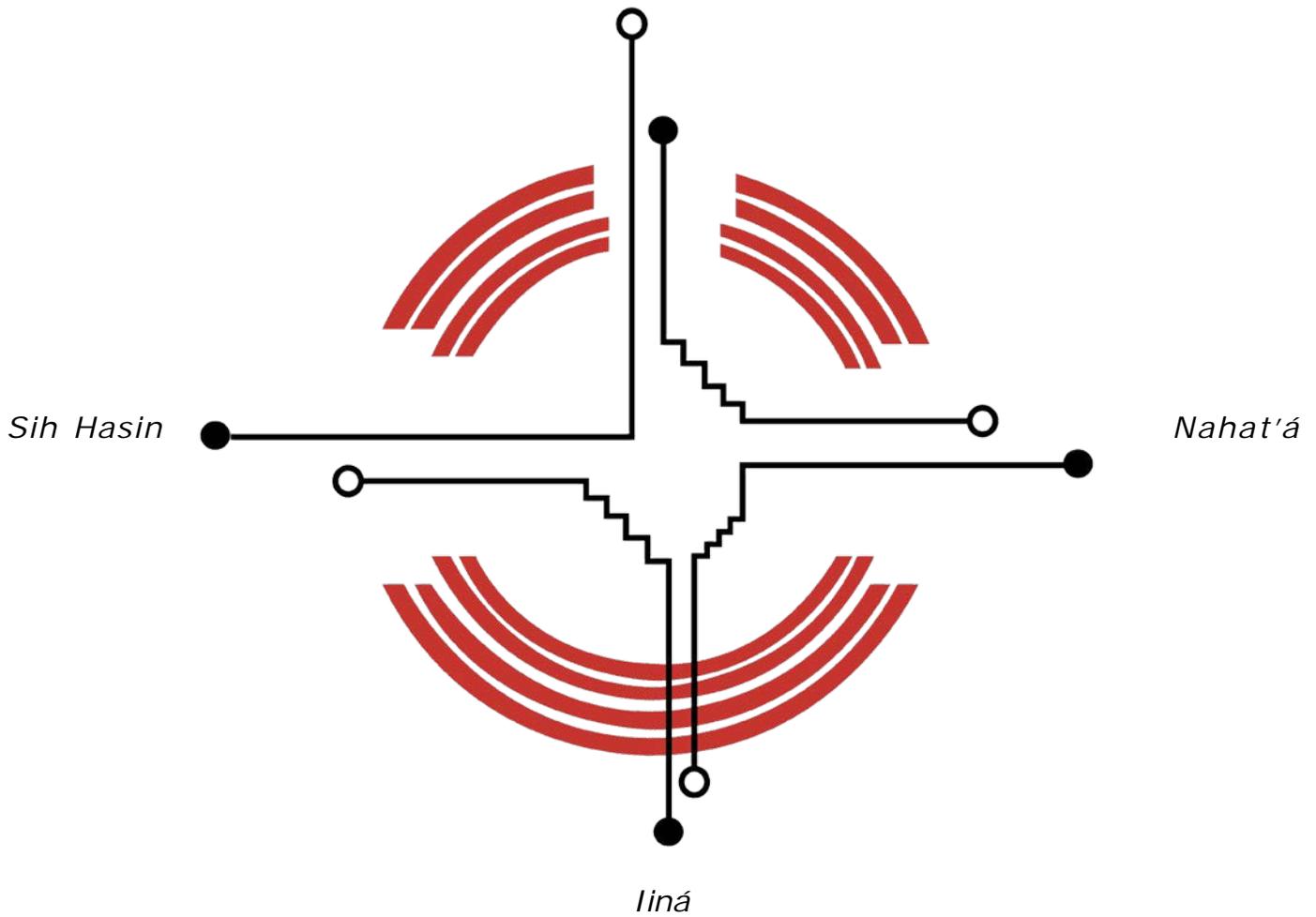


Nitsáhákees



NAVAJO TECHNICAL UNIVERSITY

ESTABLISHED 1979

EMPLOYEE HANDBOOK 2015 - 2016

Revised on September 01, 2015; Amended January 14, 2016

**NAVAJO TECHNICAL UNIVERSITY
EMPLOYEE HANDBOOK**

Table of Contents

SECTION 1	PURPOSE.....	1
1.1	Introduction	1
1.2	The Employee Handbook Purpose and Use	1
SECTION 2	GOVERNANCE.....	1
2.1	Board of Regents.....	1
2.2	Administration	1
SECTION 3	EMPLOYEE RIGHTS.....	2
3.1	Overview	2
3.2	Navajo Preference	2
3.3	Seniority	2
3.4	Performance Assessment	2
SECTION 4	RECRUITMENT AND SELECTION	2
4.1	Categories of Employment.....	3
4.2	Employee Groups.....	3
4.3	Hiring, Promotions and Transfers	4
4.4	Employment of Relatives	4
4.5	Recruiting New Applicants	5
4.6	The Interview Process	5
4.7	Hiring and Background Check.....	6
4.8	Orientation.....	6
4.9	Probationary Employee 90 Day Evaluation Period	7
SECTION 5	EMPLOYEE CONDUCT	7
5.1	General Conduct and Ethics of University Employees	7
5.2	Drug Free Workplace Policy	8
5.3	Tobacco-Free University Policy	11
5.4	Sexual Harassment.....	12
5.5	Personal Relationships in the Workplace	13
5.6	Workplace Violence Prevention.....	14
5.7	Unlawful Acts	15
5.8	Use of Technology Resources	15
5.9	Political Activities on Campus	15

5.10	Employment Outside of your University Contract.....	16
5.11	Safety and Security Issues on Campus	16
SECTION 6	WORK HOURS, COMPENSATION, PAYROLL AND PERSONNEL FILES	16
6.1	Standard Work Schedules and Breaks	16
6.2	Flexible Work Schedule	16
6.3	Authorized Time Worked - Paid	16
6.4	Time Not Worked - Not Paid	17
6.5	Overtime	17
6.6	Pay Administration	17
6.7	Personnel Files	18
SECTION 7	BENEFITS.....	18
7.1	Insurance and Retirement Benefits	18
7.2	Unemployment Compensation	19
7.3	Worker Illness or Injury and Workers' Compensation	19
7.4	Tuition Waiver Policy (Employee Educational Benefit).....	19
SECTION 8	LEAVE.....	20
8.1	Paid Time Off (PTO).....	20
8.2	Holidays.....	22
8.3	Family Medical Leave Act (FMLA)	23
8.4	Military Leave.....	24
8.5	Leave with Pay	25
8.6	Leave Without Pay (LWOP)	25
SECTION 9	DISCIPLINARY ACTION	25
9.1	Management Rights	25
9.2	Corrective Discipline	25
9.3	Discharge.....	26
9.4	Table of Penalties for Selection of Appropriate Disciplinary Action	26
9.5	Rights to Appeal Suspension or Discharge.....	31
SECTION 10	GRIEVANCE PROCEDURE	31
10.1	Purpose and Definitions.....	31
10.2	Applicability.....	31
10.3	Grievance Committee	31
10.4	Grievance Procedure.....	31
10.5	Procedures Regarding Alleged University President Misconduct.....	33
SECTION 11	JOB SEPARATION	33

11.1 Types of Job Separation34
11.2 Notice of Termination34
11.3 Supervisor Responsibility in Job Separations.....34
SECTION 12 PROFESSIONAL CERTIFICATION35
12.1 Certification and Recertification35
12.2 Professional Growth.....35

*** ACKNOWLEDGEMENT FORM - EMPLOYEE HANDBOOK AND DRUG FREE WORKPLACE POLICY AND TOBACCO-FREE UNIVERSITY POLICY**

Revised 2012
Revised on September, 01 2015
Amended January 14, 2016

SECTION 1 PURPOSE

1.1 Introduction

- A. Mission Statement. Navajo Technical University's mission is to provide college readiness programs, certificates, associate, baccalaureate, and graduate degrees. Students, faculty, and staff will provide value to the Diné community through research, community engagement, service learning, and activities designed to foster cultural and environmental preservation and sustainable economic development. The University is committed to a high quality, student-oriented, hands-on-learning environment based on the Diné cultural principles: Nitsáhákees, Náhátá, Íina, Siih hasin.
- B. Vision Statement. The vision of Navajo Technical University is to educate Navajo individuals to utilize state-of-the-art technology which give the Navajo people hope, courage and resiliency essential to their survival as a people.
- C. Philosophy Statement. The Navajo Technical University believes that every student has the innate ability and intelligence to learn and acquire technical skills. We believe a disciplined learning environment with an innovative and community-based academic and vocational curricula, will produce a competent, educated, and self-reliant participant of the Navajo Nation in the world of work.

1.2 The Employee Handbook Purpose and Use

This Handbook provides Navajo Technical University (the University) employees with information regarding University guidelines, policies, and procedures. The Board of Regents recognizes that employees differ in their skills, goals, perceptions, and values. Thus, it is basic human nature that conditions may arise that are either incompletely addressed in this Handbook, or result in conflicts. In these cases, the University strives to make personnel decisions that are equitable while at all times ensuring that the University's best interests are served.

This Handbook is not a contract of employment. Only the University President, as authorized by the Board of Regents, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement that differs from this Handbook.

Upon the President's recommendation, the Board of Regents of the University may amend, suspend or rescind any provisions of this Handbook as it deems appropriate, at its sole and absolute discretion.

SECTION 2 GOVERNANCE

2.1 Board of Regents

The Board of Regents consists of six (6) members who oversee and direct the University in compliance with Navajo Nation laws, Board policies, and applicable Federal laws. The Board and Administration determine the University mission, set standards, exercise discretion over the University's organization and operational efficiency, and take all necessary action to maintain uninterrupted service to its students and faculty.

2.2 Administration

- A. President: The Board of Regents selects and employs the University President who serves at the discretion of the Board. The President is responsible for all University operations. Including approval of employment contracts for University employees for positions authorized under the budget process.
- B. Director of Human Resources: The Director of Human Resources is responsible for recruitment, establishment and timely review of the Professional Development Plan, and policies and procedures related to administration of employee benefits. The Director of Human Resources assists other offices

and programs in meeting staffing goals, employee training, managing job performance and interpreting policy. The Director of Human Resources supports employees and their supervisors to resolve disputes to promote effective working relationships.

SECTION 3 EMPLOYEE RIGHTS

3.1 Overview

The University strives to employ, retain, promote, terminate and otherwise treat all employees and job applicants based on merit, qualifications and competence, consistent with applicable laws and Board policies. The policy of the University is to comply with all applicable laws that govern the employment relationship between the University and its employees. Consistent with the provisions of applicable laws and board policies, the University will not discriminate against any applicant or employee.

3.2 Navajo Preference

- A. Policy: The University gives preference in employment to enrolled members of the Navajo Nation in accordance with the Navajo Preference in Employment Act, a copy of which is available at the Human Resources Office. Upon employment, the University treats all of its employees in accordance with the requirements of the Navajo Preference in Employment Act.
- B. Navajo Veterans Preference: A Navajo veteran of the United States armed forces who has received an honorable discharge after more than 6 months of active duty shall be given employment preference. An individual applying for Veteran's Preference must submit a copy of DD Form 214 (Certificate of Release or Discharge from Active Duty) to Human Resources Office to receive preference. The Navajo Veteran's Preference policy is available at the Human Resources Office.
- C. Other: Whenever necessary, the University may offer preference in employment to other applicants based on funding source requirements, however, in no case may preference supersede Navajo preference.

3.3 Seniority

- A. Overview: Seniority determines priorities in promotion and transfers when ability, skill, training and other relevant qualifications are equal as determined by the University. Nothing in this policy overrides the Navajo Preference in Employment Act and qualifications of employees as the primary consideration in such decisions. Seniority means the employee's length of continuous service. Seniority is computed from the first day of employment. Seniority considerations apply to all Regular Employees. Temporary Employees do not accumulate seniority.
- B. Special Provisions: A regular employee who has been laid off for lack of work and is reinstated within one (1) year retains accumulated seniority to the date of termination.

3.4 Performance Assessment

Each employee's job performance shall be evaluated prior to the end of the employee's contract. The assessment shall be done by the employee's supervisor using standards, procedures and forms approved by the Human Resources Director. Probationary employees shall be evaluated before the end of their first 90 days of employment. All probationary employees who pass their 90-day evaluation are subject to performance assessment prior to April 30th.

SECTION 4 RECRUITMENT AND SELECTION

4.1 Categories of Employment.

- A. Regular Employees: Employees employed pursuant to an approved limited term employment contract. Employment contracts are not automatically renewed. Employees have no expectation, express or implied, to continued employment beyond the contract end date. The University reserves the right whether or not to renew an employment contract at its discretion without cause or reason for its action. If an employment contract is renewed, the duration of service will be specified in the new agreement.
 - 1. Regular Full-time Employees: Any employee scheduled to work over thirty-two (32) hours per week during the term of their employment contract.
 - 2. Regular Part-time Employees: Any employee scheduled to work less than thirty-two (32) hours per week during the term of their employment contract.
- B. Temporary Employees: Employees employed pursuant to a limited term contract for a period of six (6) months or less including but not limited to adjunct faculty. Temporary employees have no expectation, express or implied, to any continued employment beyond the contract end date.
 - 1. Adjunct Faculty
 - 2. Student Employees: Summer Students, Interns.

Note: all students have FICA withholding; acknowledgement of procedures
- C. Probationary Employees: Full-time employees are placed on a 90-day evaluation period prior to hire into a regular position. An employee must complete the probationary period during his/her initial employment contract period. On a case by case basis, an employee may be required to serve a limited subsequent probationary period, in situations such as in-house transfers or promotion to new positions. Probationary employees accrue limited benefits but are not entitled to the use of Paid Time Off or rights under the Grievance Policy.
- D. Volunteers: Volunteers are not employees but will provide services pursuant to separate contract.

4.2 Employee Groups

- A. Faculty
 - 1. Faculty: Any employee who instructs students at the University and whose position is placed on the Faculty Salary Scale. Faculty who teach in the vocational-technical programs and who are placed on the General Salary Scale are considered faculty.
 - 2. Adjunct Faculty: Temporary employees who instruct students for the University on a limited course assignment. Adjunct faculty are paid by the credit hour and are not placed on the Faculty Salary Scale.
- B. Staff: Any employee other than faculty.
 - 1. Professional: Exempt employees, usually at managerial level such as the President, directors, managers, supervisors, accountants, counselors, and skilled computer professionals (i.e., programmers, etc.). Employee status is indicated in the job description.

Exempt employees are not granted the protections of the Fair Labor Standards Act (FLSA) and are, therefore, not entitled to overtime pay. For most professions, an individual is an exempt employee if he or she meets the following three criteria:

- a. Is paid at least \$23,600 per year (or \$455 per week)
 - b. Is paid on a salary basis
 - c. Performs exempt job duties
2. General: Non-exempt employees such as secretarial, clerical, maintenance and service workers, are usually paid on an hourly basis. Employee status is indicated in the job description.

A nonexempt employee must be paid the minimum wage and overtime pay for any time worked beyond forty (40) hours in a given week. Under FLSA rules, nonexempt employees are entitled to time and one-half of their regular pay rates for each hour of overtime.

4.3 Hiring, Promotions and Transfers

- A. Basis: All hiring, promotion and transfer decisions are based on qualifications, ability and performance.
- B. Descriptions: All positions shall have a formal, current, written position description approved by the relevant department head and the University President. No new or open position may be posted or announced without a valid position description. All position descriptions are on file in the Human Resources Office. All position descriptions are prepared by the Human Resources Director subject to the above approvals.
- C. Job Requisition Submittal: A department with a new position or vacancy must submit a draft position description to the Human Resources Director. Upon review and revision, if necessary, the approved position description is sent to the University President for final review and approval.
- D. Preferences: Seniority shall be given substantial weight when two or more employees possess substantially equal qualifications, subject to the requirements of the Navajo Preference in Employment Act.
- E. Posting: Upon approval by the University President, the Human Resources Office posts all new positions and vacancies, except if a qualified Navajo, who is currently an employee, is selected for the position. All vacancies are posted internally for a minimum of five (5) working days prior to public postings.
- F. Acting Positions/Temporary Upgrades and Appointments: When employees are appointed to “acting positions” or receive temporary upgrades or appointments (either of which is for six (6) months or more), prior University President approval is required. Job posting is waived for such appointments if less than six (6) months in duration. If any acting or temporary position is to be filled on a permanent basis, it must be posted as described above in Section 4.2.E.
- G. Mandatory background check: The Human Resources Department will conduct a mandatory background check on all applicants for employment (criminal records, warrants, domestic violence). The background check cost will be the responsibility of the applicant. The scope of the background check will depend on the position description. (Reference Section 4.6). If an employee is transferred to a different position or promoted to another position, a new background check will be done.
- H. If the position is grant funded and a more detailed background check or security clearance is required, NTU will follow the requirements of the grant concerning background checks.
- I. Any employee that is a child care worker or works with minors will be required to undergo a background check.

4.4 Employment of Relatives

- A. To promote consistency and equity in the treatment of all employees, to prevent breaches in confidentiality, to prevent improper influence in employment and to prevent the perception of favoritism, the University will not employ, in any position, the relatives of current employees if:
 - 1. One is directly supervising the other on a regular basis.
 - 2. There is potential for creating an adverse effect on supervision, security, or morale, or the potential for a conflict of interest.
- B. For purposes of this policy, the term “relative” is defined as an individual who is related by blood or marriage to the employee as a father, mother, son, daughter, brother, sister, grandmother, grandfather, uncle, aunt, cousin, nephew, niece, husband, wife, 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.
- C. If employees become related after employment and a conflict such as described in the above paragraph is created; or, if a re-organization creates such a conflict, three (3) months will be allowed to resolve the matter voluntarily or by transfer of one of the employees. If that is not possible, the employee with the most recent date of continuous employment will be released.
- D. All applicants for positions with the University shall indicate on the official application form whether they are related to any employee. This information will be used to determine possible conflicts of interest involving the position. If an applicant knowingly answers questions untruthfully concerning the relationship, and this fact later becomes known, the employee will be terminated immediately.

4.5 Recruiting New Applicants

The Human Resources Department is responsible for actively soliciting new candidates to fill current and future vacancies. A new candidate’s application packet should include a resume, completed University application form, three (3) professional letters of recommendation issued within three (3) months prior to application, referral notices if applicable and copies of all official transcripts, and a letter of interest. The Human Resources Department shall screen and evaluate the candidate for the minimum position requirements, and select candidates to be interviewed. The hiring supervisor and the Interview Panel shall compile relevant interview questions subject to the prior approval of the Human Resources Director. Candidates who do not meet minimum qualifications will be notified in writing. All University employees are encouraged to assist in referring qualified candidates to the Human Resources Department. Copies of all advertisements are submitted to: Office of Navajo Labor Relations, P.O. Drawer 1943, Window Rock, AZ. 86515. In accordance with the Navajo Preference in Employment Act, upon request, applicants will, be given a copy of the position description for the position applied for.

4.6 The Interview Process

The Interview Panel shall be composed of at least three (3) members, each having a background in the subject matter related to the open position. Panel members shall be selected from within the hiring department or for their specific subject knowledge related to the open position. Panel members shall not be related by blood or marriage to any applicant. If possible, a member of the Human Resources Office will act as Facilitator, but will not ask any questions nor take part in the voting process at the end of the interview. If a Human Resources Office member is not available, one of the Panel members will act as Facilitator and retain candidate interview and voting rights. Interview questions are to be developed by the Interview Panel and will be the same for all applicants interviewing for a specific position, except for follow-up questions to clarify an answer. All interview questions must be reviewed by the Human Resources Director prior to their use to ensure fairness and legality.

4.7 Hiring and Background Check

- A. Selection and Offer. After each interview, each Interview Panel member shall complete and return an evaluation form to the Human Resources Director with the candidate's assessment and recommendation to hire or deny. If the Panel recommends extending an employment offer to the candidate, a memorandum shall be submitted by the Interview Panel chair to the Human Resources Office stating the candidate met all required criteria and the Panel voted to extend an offer. Upon receipt, the Human Resources Office shall assemble a hiring packet including the salary determination for approval by the University President. After approval, the Human Resources Director may verbally discuss the employment offer with the candidate and agree on a start date. An offer of employment letter shall then be sent to the candidate for acceptance.
- B. Internal Candidates: Internal candidate applications for a posted position will be processed, if possible, within 48 hours of receipt of completed paperwork. Internal postings are processed at a minimum of five (5) working days prior to external posting to provide priority status in applying for positions.
- C. Transfer or Promotion: All transfers and promotions shall comply with the provisions of Section 4.2. If an employee is transferred from one position to another in the same grade (lateral), no pay adjustments will occur. On a lateral transfer, the employee does not have to re-apply to NTU and the job does not have to be posted. The transfer is subject to the approval of the current supervisor and the receiving supervisor coordinated with the Human Resources Director.
- D. Faculty: Human Resources requires official certified transcripts for all faculty members. If officially certified transcripts are not immediately available, they shall be submitted prior to an offer of employment.
- E. Background Check: All applicants for employment (excluding NTU student workers) shall be subject to a mandatory background check to verify application information to ensure the integrity of the University. The background check shall be completed prior to an offer of employment. The Human Resources Department shall determine the scope of the background check that will depend on the position descriptions. The University shall obtain and verify background checks in order to provide a work environment that is free from risk to the health and safety of University employees and to protect the University's funds, property, and other assets. Background checks shall be implemented in a manner that protects individuals' right to privacy. Consistent with the provisions of applicable laws and policies, the University shall not discriminate against any applicant or employee. Mandatory background checks will be completed for employees transferring or promoting to a new position.

Exceptions and specifics to the background check procedure:

1. Student workers will not be required to submit to a background check for initial employment.
2. Offers of employment for faculty, staff and temporary employees will be contingent upon the successful completion of a background check.
3. The scope of the background check for faculty and staff including adjuncts and temporary employees will be determined by the Human Resources Department.
4. The cost of the background check for faculty, staff and temporary employees will be deducted from the successful candidates first payroll cycle.

Background check shall include the following at a minimum:

- Criminal records and warrants check, including sexual and violent offender registries.
- Driver's license
- Verification of address
- Identity verification

- Education verification
- Employment verification

4.8 Orientation

The Director of Human Resources shall schedule every new employee for orientation as soon as possible after hire. Departments shall give the employee time off to complete the orientation program. Navajo Technical University uses an on-boarding checklist for all new employees to introduce them to their work at NTU, their supervisor, and the administrative team. An overview of the Employee Handbook, other required documents, employee training, and a tour of the NTU campus will be provided.

4.9 Probationary Employee 90 Day Evaluation Period

- A. A probationary employee may be terminated for cause at any time during the 90 day evaluation period. Promotions or transfers during the evaluation period are discouraged. If a promotion or transfer occurs during the evaluation period, the employee must serve a new 90 day evaluation period in the new position. If performance is deemed inadequate, the employee may return to their former position, if it has not been filled.
- B. Employees may make a written request to waive the 90 day hold on insurance coverage and other benefits. This written request must be directed to the Navajo Nation Employee Benefits Program Manager. The request should include reasons for the request and whether or not currently insured. The NTU Insured ID Number can be obtained from the Human Resources Department. Decisions to grant or reject a waiver are taken on a case by case basis.

SECTION 5 EMPLOYEE CONDUCT

5.1 General Conduct and Ethics of University Employees

- A. Employees are expected to comply with all applicable laws and policies of the Navajo Nation with respect to their conduct. Employees shall be responsible and held accountable for adhering to all policies, rules, directives and procedures prescribed by the Board of Regents. In general, the use of good judgment will guide employees with respect to lines of acceptable conduct.

Each employee of the University shall, among other things:

- 1. Uphold, with integrity, the trust and confidence placed in the employee pursuant to his/her employment.
- 2. Show courtesy, respect, cooperativeness, diligence and tact in dealings with supervisors, fellow workers, students, and the general public at all times.
- 3. Provide full, efficient, and industrious service to promote the goals and objectives of the University's programs.
- 4. Maintain confidential information acquired in the performance of his/her duties and refrain from disclosing any portion thereof, except in the manner and to the extent authorized.
- 5. Refrain from using his/her official position to influence transactions involving purchases, contracts, leases, or other business dealings which advance personal interests or those of his/her friends or relatives.
- 6. Familiarize themselves with the following that are available in the Human Resources Office:
 - a. The Navajo Nation Ethics in Government Law, 2 NNC §§ 3741 *et seq.*
 - b. University catalogs, Governing Board Policies and Employee Handbook.

- B. Limitations on Employee Activities

- 1. While employed, an employee's private life is his/her own, however, an employee's activities cannot disrupt the work or the workplace. Each employee is expected to comply with all applicable laws. An employee who engages in or is associated with illegal or immoral conduct, which adversely affects the University's reputation or the employee's ability to carry out his/her job responsibilities may be subject to disciplinary action including dismissal.

2. If an employee is indebted directly to the University, he/she will be required to make payment (including payroll deductions) subject to the specific terms of the indebtedness.
3. Employees shall be held accountable for loss of University funds or property for which they are responsible where the loss is due to negligence or carelessness. Employees with custodial responsibilities for University property will safeguard assigned property.
4. Solicitation or receipt of gifts, favors, and/or gratuities is prohibited when such gifts constitute a conflict of interest.
5. Correspondence, papers, drawings, sketches, documentation, computer programs, instructions, procedures, forms and all such items produced by an employee in the course of his/her work are considered property of the University. Unauthorized removal, reproduction, and/or disclosure are strictly prohibited.
6. While employees may be authorized from time to time to speak on behalf of the University, no employee may declare, as policy, any statement that is contrary to the policies of the University.
7. Use of the University's technology resources in any way which would violate the University's Computer and Network Usage Policy, Disaster Recovery Plan and/or Technology Plan and/or procedures established by the University is prohibited. A copy of the University's Computer and Network Usage Policy, Disaster Recovery Plan and Technology Plan are available at the Information Technology Department office.

5.2 Drug Free Workplace Policy

- A. Introduction: This policy statement provides official notice to all employees about our maintenance of a drug-free workplace. This policy, as follows, states the:
 1. Dangers of workplace drug abuse;
 2. Provisions of the University Drug-Free Workplace Policy;
 3. Penalties to be imposed on University employees for drug abuse violations, and;
 4. Availability of counseling and rehabilitation services.
- B. Dangers of Drug Abuse: Drug abuse is a pervasive problem in the United States workforce, to the extent that all entities which receive Federal government funding are required by law to maintain a drug-free working environment. Drug abuse takes many forms, from use of hard drugs such as heroin and cocaine, to misuse of prescription drugs, and alcohol use. To enhance employee awareness of the dangers and extent of drug use, the University provides ongoing information to its employees through literature, films, training seminars and library holdings.
- C. Policy Details: Our goal is to create a drug-free workplace. The University pledges to support and uphold the laws of the Navajo Nation and the Federal Government. The University is located on land under Navajo Nation governance where it is unlawful to possess or hold "intoxicating liquors" or "controlled substances," It is unlawful to manufacture, distribute, dispense, sell, possess, store or use intoxicating liquor and controlled substances on any property owned by or on behalf of the University.

It is a condition of employment for any employee to:

1. Abide by this policy, and

2. Notify the University President or his/her designees of any conviction of themselves for a violation, occurring on or in any property owned by or on behalf of the University, of these laws within five (5) days after conviction.
 - a. Covered Substances and Prohibited Actions. Certain substances and related paraphernalia are prohibited from being brought onto the University's premises or possessed by an employee while engaging in University business on or off the University's premises. Moreover, all individuals who are impaired by lawful or illegal drugs and/or alcohol are prohibited from reporting to work, coming into the workplace, remaining on University premises, or otherwise engaging in University activities.

The following are substances covered by the policy:

- Alcoholic beverages of any kind.
- Controlled and/or illegal drugs or substances, including all forms of narcotics, hallucinogens, depressants, stimulants, or other drugs where use, possession or transfer is restricted or prohibited by law.
- Drugs prescribed by a physician, dentist or other person licensed by the state or federal government used pursuant to their instructions are NOT prohibited by this policy.

The following activities are prohibited while on University premises or otherwise engaged in University business:

- The manufacture, possession, use, sale, distribution, dispensing, receipt or transport of any controlled substance or illegal drug.
- The consumption of alcoholic beverages.
- Being under the influence of alcohol, illegal drugs, or substances in any manner during working hours whether or not consumed on University premises, and whether or not consumed outside of or during working hours. This includes being impaired by lawfully prescribed drugs that have been abused.
- Performing duties while under the influence of alcohol, controlled and/or illegal substances or drugs regardless of whether the employee is on or off the University's premises.

Violation of this policy is misconduct, subject to disciplinary action up to and including immediate dismissal. Alternatively, as a condition of continued employment, the employee may be required to successfully complete drug or alcohol abuse counseling or a rehabilitation program.

- b. Testing on Reasonable Cause or Reasonable Suspicion: If there is any reasonable suspicion that an employee may be impaired by drugs and/or alcohol on the job, or if the employee is found with drugs and/or alcohol, testing may be ordered. Reasonable suspicion exists when one's experience and training indicates a person is under the influence of alcohol or a controlled substance.

Acceptable indicators include, but are not limited to:

- Odor of alcohol on a person's breath
- Slurred or incoherent speech
- Staggering walk
- Loss of physical coordination
- Bloodshot eyes
- Inability to successfully complete a field sobriety test
- Erratic behavior

- Unexplained or uncharacteristic irritability
- Excessive tardiness
- Poor work performance
- Excessive and/or unexplained absences from work

c. Testing Procedures on Reasonable Cause

Step 1. If an employee has reasonable suspicion to believe that another employee may be impaired by alcohol and/or drugs while on the job, the employee's supervisor must be notified immediately. The supervisor shall notify the Alcohol and Drug Abuse Counselor in Student Services or in his/her absence, the Human Resources Director. The supervisor and either the Alcohol and Drug Abuse Counselor or the Human Resources Director shall together observe the employee's behavior and document any irregularities. If a test is ordered, each observer must document the specific indicators observed within 24-hours of the initial report.

Step 2. If reasonable suspicion exists, the employee will be asked to sign a written consent form for immediate alcohol and/or drug testing. Failure to consent to testing may be grounds for temporary dismissal or termination. If the employee is a probationary or temporary employee, failure to consent to testing will be grounds for immediate termination for cause.

Step 3. If reasonable suspicion exists, and consent is given, the employee shall immediately be transported for appropriate testing. Testing may include the use of breath, blood, and/or urine testing. The employee shall be transported by his/her immediate supervisor and/or the Human Resources Director or Alcohol and Drug Abuse Counselor to the testing site. The analysis of any samples collected will be performed by a laboratory selected by the University.

Step 4. After testing is completed, the employee will be placed on paid Administrative Leave for Investigation and/or for Pending Serious Disciplinary Action until the test results are available. The employee will be transported home from the test facility or the University following the test procedure.

Step 5. If testing indicates the employee was not impaired by alcohol or drugs at the time of the test, the employee shall return to work. If the test indicates the employee was not impaired at the time of testing, but did show trace amounts of alcohol or drugs, the employee shall be asked to return to work unless the presence of these substances violates an agreed-upon treatment and/or return to work agreement. If the test indicates the employee was impaired by alcohol or drugs at the time of the test, the employee may be placed on unpaid leave pending a decision on continued employment by the University President.

- d. Consequences of a First Positive Test or Violation: If the drug or alcohol test result indicates the employee was impaired at work, the employee may be subject to immediate termination. An employee who is not terminated after a positive test result shall be required to participate in an approved drug or alcohol treatment program as a condition for continued employment. Any employee who participates in such a program will be paid their regular hourly wage or salary when completing the screening and assessment part of the program. The employee will be placed on unpaid leave for the rehabilitation or treatment portion of the program. However, an employee may be permitted to use accrued Paid Time Off instead of unpaid leave during treatment or rehabilitation. Upon successful program completion the employee shall be permitted to return to his/her position. If the employee fails to complete the program for any reason, he/she will be dismissed for cause. If an employee has had a positive test for drugs and/or alcohol, and has not been terminated, the employee will be subject, without notice, to random drug and/or alcohol testing for a two subsequent years from the date of their initial positive test. The employee shall not be permitted to operate any University vehicle for a three

year period from the positive test result subject to review by the University President who may restore the employee's driving privileges after one year from the positive test result, at the President's sole discretion. There is no right to a grievance to overturn a rejection of the driving privilege. No employee will be permitted to use a University vehicle until the 3 years have elapsed from the positive test result.

- e. Second Positive Test or Violation: Immediate dismissal shall result.
- D. Counseling and Rehabilitation Programs: Employees with drug or alcohol dependency or abuse problems are encouraged to voluntarily seek counseling and appropriate referral for treatment. Referral, treatment and rehabilitation costs may be covered through the University group insurance policy or other available area programs such as the Crownpoint Indian Public Health Services, the Navajo Department of Behavioral Health Services and other government agencies and organizations.
- E. Information: Employees may obtain further information regarding this policy, referral programs and other related information by contacting the Human Resources Director and/or the Drug and Alcohol Abuse Counselor at NTU.
- F. Policy Enforcement: The University is committed to making this a safe and Drug-Free Workplace and as such, has adopted a zero tolerance position on the illegal use and sale of drugs and alcohol. Accordingly, every employee is required to acknowledge in writing that they have read, understood and agree to abide by the University Drug-Free Workplace Policy.

5.3 Tobacco-Free University Policy

- A. Purpose: The Navajo Technical University tobacco-free campus policy provides a healthy working and learning environment. According to the findings of the U.S. Surgeon General, there is no safe level of exposure to secondhand smoke. Breathing secondhand smoke for even a short time can be harmful and set processes in motion such as cancer, heart disease, or respiratory conditions. The purpose of this policy is to reduce harm from secondhand smoke, provide an environment that encourages persons to be tobacco free, establish a campus culture of wellness, reduce health insurance and health-care costs, and promote a tobacco-free future.
- B. Policy: Navajo Technical University shall be a tobacco-free campus effective January 1, 2012.
 - 1. The use of tobacco is prohibited within University buildings, walkways, in University vehicles, and on University owned property.
 - 2. This policy applies to all faculty, staff, students, contractors, vendors, and visitors at all University campuses and locations.
 - 3. This policy prohibits the use of any oral tobacco product.
 - 4. Smoking will only be permitted on campus for ceremonial or religious use.
 - 5. Successful implementation of this policy requires a University-wide cooperative effort. All members of the University community are urged to assist in this endeavor.
 - 6. Complaints concerning employees of the University should be brought to the attention of the employee's immediate supervisor or in the alternative to the Human Resources Office. Complaints concerning students should be brought to the attention of a campus security officer, who may refer the matter to the Dean of Student Services; and any official actions taken will be in accordance with the Student Code of Conduct. It is anticipated that violators would first be admonished and provided with educational literature. Disciplinary measures would be expected to be reserved for repeat

infractions and infractions that interfere with the University's academic or workplace needs or responsibilities. Visitors who fail to comply with the policy may be prohibited from remaining on or returning to campus. In all cases, Campus Security will assist in helping students and employees who identify a violation.

- C. Responsibilities: It is the responsibility of all members of the campus community, including visitors, to observe this policy. All administrators, deans, directors, department chairs, and supervisors will communicate the policy to everyone within their areas of responsibility.

5.4 Sexual Harassment

- A. It is the policy of the University to protect all employees, male or female, against unwelcome and unsolicited behavior of a sexual nature. Such behavior is unacceptable in the workplace and other work related settings such as business trips and business-related social events.
- B. Definition: Sexual harassment is defined as unwelcome or unwanted conduct of a sexual nature, whether verbal or physical when:
1. Submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment.
 2. This conduct substantially interferes with an individual's employment performance on the job, or creates an intimidating, hostile, or offensive working environment.
 3. Examples of sexual harassment may include, but are not limited to:
 - Nonverbal actions, leering, gesturing of a sexual nature;
 - Unwanted sexual advances;
 - Demands for sexual favors in exchange for favorable treatment or continued employment;
 - Repeated sexual jokes, flirtations, advances, or propositions;
 - Verbal abuse of a sexual nature;
 - Verbal commentary about an individual's body;
 - Touching, rubbing, pinching, whistling, assaulting, suggestive insulting, coerced sexual acts or rape;
 - Such as environmental harassment, display in the workplace of sexually suggestive objects or pictures;
 - Unwanted Navajo clan teasing.
- C. Reporting a Complaint

Sexual harassment complaints must be reported, regardless of the offender's identity or position. Reports of sexual harassment must be in writing and submitted to the Human Resources Director *or the appointed Sexual Harassment Officer*. Employees who believe they have experienced or witnessed harassing conduct should report it. If requested by the complainant or if a conflict exists for the Human Resources Director that inhibits him/her from conducting an impartial investigation, the President shall designate another University employee, trained in the sexual harassment complaint process, to review and investigate the sexual harassment complaint.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, please promptly report any concerns so that an appropriate response may be taken. An investigation concerning the alleged harassment will be conducted, and if confirmed, steps will be taken to correct the conduct. This is only possible with staff

cooperation; we cannot correct conduct of which we are unaware. No one is exempt from this policy, including the President.

D. Retaliation is Prohibited

Retaliation against anyone who reports sexual harassment, or who participates in an investigation of a report is also prohibited. Retaliation against anyone for reporting sexual harassment, or for participating in an investigation of a claim of sexual harassment violates this policy. Like sexual harassment itself, retaliation will be subject to disciplinary action, up to and including discharge.

E. Investigation Procedures

Any reported claims of harassment or retaliation will be investigated in a manner that protects the privacy of all persons involved and such privacy will be maintained throughout the investigatory process to the extent practical and appropriate. The investigation may include individual interviews with the parties involved and, where necessary, with anyone who may have observed the alleged conduct or may have other relevant knowledge.

F. Discipline

Discipline for conduct constituting harassment or retaliation will be handled appropriately, based on the severity of the conduct. Discipline will include any steps to assure the conduct will not be repeated, such as training, referral to counseling, monitoring of the offender, a warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay, or termination, as the University deems appropriate under the circumstances. A person who knowingly makes a false or malicious report of harassment or retaliation may also be subject to discipline. However, any report made in good faith will not be subject to any discipline

5.5 Personal Relationships in the Workplace

Employment of relatives or individuals involved in a dating relationship in the same department may cause serious conflicts and problems with favoritism and morale. Moreover, personal conflicts from outside the work environment can interfere with work relationships. Therefore, these rules apply:

- A. No employee shall supervise a family member or relative. This promotes consistency and equity in the treatment of all employees, to prevent confidentiality breaches, prevent improper influences in employment and prevent the perception of favoritism.
- B. For purposes of this policy, the term "relative" is an individual who is related by blood or marriage to the employee as a father, mother, son, daughter, brother, sister, grandmother, grandfather, uncle, aunt, cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, half-brother, or half-sister. A dating relationship is defined as a relationship that may reasonably be expected to lead to the formation of a consensual romantic or sexual relationship.
- C. Individuals involved in a dating relationship with a current employee may not supervise the employee with whom they are involved in a dating relationship. The University reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect employment decisions.
- D. Faculty and instructors may not be involved in a dating relationship with his/her student. This constitutes a misuse of authority and conflict of interest.

- E. Staff may not be involved in a dating relationship with a student over whom the employee may have an influence in administration decisions, such as admissions, financial aid, housing and/or employment.
- F. If a relative relationship or dating relationship is established after employment and a conflict as described in the preceding paragraph is created; or, if a reorganization creates such a conflict, fifteen (15) calendar days will be allowed to resolve the matter voluntarily or by transfer of one of the employees to a different department. If after the fifteen (15) days the matter is not resolved, the employee with less seniority may be released from employment.
- G. Where a conflict or the potential for conflict arises because of the relationship between employees, even if there is not line of authority or reporting involved, the employees may be separated by reassignment, transfer or terminated from employment.
- H. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

5.6 Workplace Violence Prevention

The policy of the University is to prevent workplace violence and to maintain a safe work environment.

- A. Conduct that threatens, harasses, intimidates, or coerces another employee, a student, or a member of the public, will not be tolerated. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm.
- B. Employees are to refrain from fighting or other conduct that may be dangerous to others.
- C. Employees are prohibited from possessing or carrying a firearm while acting in the course and scope of their employment, either on or off University property, regardless of whether the employee has a permit to carry a firearm, except law enforcement officers authorized by Navajo Nation laws to carry firearms.
- D. All threats of, or actual violence, harassment, intimidation, coercion and/or any of the following indicators of increased risk of violent behavior should be reported to the immediate supervisor and/or campus security. One of the major components of any workplace violence program is prevention. No one is able to predict human behavior, so there is no specific "profile" of a potentially dangerous individual. However, there are indicators of increased risk of violent behavior available. These are some of the indicators:
 1. Direct or indirect threats of harm
 2. Intimidating, belligerent, harassing, bullying, or other inappropriate and aggressive behavior.
 3. Conflicts with supervisors and other employees.
 4. Drug/alcohol abuse or extreme changes in behavior.
 5. Bringing a weapon to the workplace, or making inappropriate references to weapons.
 6. Statements exclaiming fascination with violence, or the use of violence to resolve a problem.
 7. Change in person's normal behavior.

Each of these behaviors is a clear sign that something is wrong, and none of these warning signs should be ignored. By identifying the problem and dealing with it appropriately, violence may be prevented from happening.

- E. The supervisor shall document and be responsible for ensuring the prompt and thorough investigation of reports concerning threats of, or actual, violence harassment, intimidation, coercion and/or any of the indicators of increased risk of violent behavior.
- F. In order to maintain workplace safety and to maintain the integrity of the investigation, employees may be placed on leave consistent with the provisions of Section 8 Leave.
- G. Any employee determined to be responsible for threats of, or actual violence or other conduct that is a violation of these policies will be subject to disciplinary action up to and including termination of employment.
- H. Employees are encouraged to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates.

5.7 Unlawful Acts

- A. Any unlawful act committed by an employee of the University while on or off the job or University premises, can affect an employee's status. Notwithstanding any criminal prosecution initiated in a court of law, an employee may be disciplined up to and including removal, if the conduct constitutes a violation of the University's Employee Handbook.
- B. An employee convicted of a misdemeanor involving moral turpitude or a felony cannot be reemployed by the University for a period of at least three (3) years.

5.8 Use of Technology Resources

- A. Employees shall comply with provisions regarding use of technology resources in this Employee Handbook and the NTU Computer and Network Usage Policy. A copy of the NTU Computer and Network Usage Policy is available at the Information Technology Department office.

5.9 Political Activities on Campus

All employees have the right and obligation to be informed, active citizens and the right to exercise their political responsibilities including voting, discussing political issues, campaigning for candidates and running for and serving in political office. While all employees are free to express political opinions and engage in political activities, it is important that they do so only in their individual capacities and avoid even the appearance that they are speaking or acting for the University in political matters. However, campaign activities by employees on University property are not permitted except as provided herein. Candidates for elective office or their representatives may contact the University President's office to obtain information and policies.

- A. Employees taking political positions for themselves or groups with which they are associated, but not as representatives of the University, should clearly indicate, by words and actions, that their positions are not those of the University and are not being taken in an official capacity on behalf of the University.
- B. During election campaigns, auditoriums or other facilities of the University may be used by the university, or groups affiliated with the university, for public forums provided that all legally qualified candidates for a public office are invited and given equal access and opportunity to speak. No political fundraising is allowed on such an occasion.
- C. The University shall not endorse candidates for political office or make any contribution of money, goods, or services to candidates. No employee shall intentionally or unintentionally cause the University or make such an endorsement or contribution.

- D. University office addresses and e-mail addresses may not be used as a return mailing address for partisan political mailings. University telephones may not be used for partisan political purposes. University services, such as interdepartmental mail, electronic mail, and mailing lists; equipment, such as duplicating machines, computers, facsimile machines; and supplies may not be used for partisan political purposes. No University employee may, as part of his or her job, be requested to perform tasks in any way related to partisan political purposes.

5.10 Employment Outside of your University Contract

Employees may accept temporary, summer or contract employment provided it does not interfere with their University work schedule. An example is the request for an employee to deliver the opening prayer for a meeting where an agreement provides that a fee would be paid for to the employee for this function. Instructors that teach the summer session are also covered within this section. Any employee who works outside the University must seek payment for the work from the outside organization and not through the University. An employee requested to provide services for a University or Board related function, or under the terms of a grant will receive payment through the University payroll department under mutually agreed upon terms. Full time employees must notify the University of outside employment that will be performed during their employment contract period.

5.11 Safety and Security Issues on Campus

Issues related to safety and security shall be addressed in accordance with the NTU Emergency Response Manual which is located in the Human Resources Department.

SECTION 6 WORK HOURS, COMPENSATION, PAYROLL AND PERSONNEL FILES

6.1 Standard Work Schedules and Breaks

Standard work hours are generally from 8 a.m. to 5 p.m. with one hour for lunch. The standard work day consists of two, four-hour increments with an hour off for lunch or dinner, depending on the start of the employee's work day, along with two (2) non-cumulative breaks of 15 minutes each. Breaks are normally taken in the middle of each four (4) hour period. The standard work week begins on Saturday and ends on the following Friday and consists of 40 hours. Authorized time worked over 40 hours is required. (See Overtime, section 7.4 below.)

6.2 Flexible Work Schedule

Flexible work schedules may or may not add up to 8 hours per day. Flexible schedules are designed to give an employee latitude to work a 40 hour week as his/her department requires for the benefit of the University which does not conform to the general 8-5 work day which must be pre-approved in writing by the employee's supervisor. Flexible work schedule employees are also entitled to a one hour lunch break with two 15 minute breaks as their schedules allow.

6.3 Authorized Time Worked - Paid

- A. Actual time worked at an employee's job location as required by their position description.
- B. Meal periods when included within the employee's standard work schedule. For non-exempt employees where meal periods are less than 30 minutes, or when an employee is not completely relieved of duties is also considered time worked.
- C. Authorized rest periods not to exceed 15 minutes. Breaks may not be accrued, taken as time off, or used at the beginning or end of a shift.
- D. Attendance at meetings, conferences, training courses, etc., when attendance is during the work day and is mandatory or requested by the employee's supervisor.

- E. Travel time during the work day when required and authorized by the employee's supervisor.
- F. Time lost at the employee's job location due to fire, machine breakdown, power failure or other unforeseen problems that require the employee to be sent home.
- G. Time not worked when charged to leave, or paid holidays or accrued compensatory time used by non-exempt employees authorized by the employee's supervisor.
- H. Time off for voting, jury duty or appearance as witness for University pursuant to Leave With Pay policies.

6.4 Time Not Worked - Not Paid

- A. Time spent traveling to and from the employee's workplace (i.e., commuting);
- B. Time spent before or after an employee's scheduled work day on University grounds that is considered nonperformance based time.
- C. All other time not specifically authorized by the University.

6.5 Overtime

- A. Overview: While the Fair Labor Standards Act does not apply to the Navajo Nation, the University opts to extend overtime compensation to its employees in accordance with the Act; Exempt employees are exempt from overtime compensation; non-exempt employees are eligible for overtime compensation. Exempt positions are executives, managerial, supervisory, professional, faculty, administrative and skilled computer positions. Overtime is time worked beyond 40 hours in a standard work week.
- B. General Policy: General workloads and work schedules are arranged so that duties can be accomplished in a normal 40 hour workweek. In emergency or unique situations, overtime may be authorized and worked.
- C. Authorization: Overtime must be preauthorized and documented by the supervisor or designee.
- D. Payment: Non-exempt employees are paid for all overtime hours at 1½ times the standard hourly rate. Paid time off or holidays are not considered time worked when calculating overtime.

6.6 Pay Administration

- A. Salary Scale: The University has adopted a consolidated salary scale applicable to all positions except for those positions identified as negotiated salary. The scale is based on hourly or hourly-equivalent pay rates so employees with the same qualifications, job responsibilities and successful experience will be paid the same rate per hour whether employed full-time or part-time, or for a full or partial calendar year. The series of sequential grade levels relate University positions to each other based on increasing degrees of responsibility, complexity and qualification requirements. Within each grade level, a series of sequential step levels set increased pay rates based on years of successful job experience at the University position or in closely comparable positions prior to hire. Provisions allow systematic placement of particular positions at grade levels on the scale relative to other positions and to credit individual employee job experience for placement at a particular step level both prior to hire and while employed at the University. Provisions allow for phasing in the scale to minimize initial negative impacts on either the University budget or the individual employee. Financial management information provisions exist to accurately project the cost of proposed scale changes on each of the University's funding source budgets.

- B. Pay Disbursement Policies: Pay disbursement policies are established by the University, a copy of which is available at the University Finance Office. Paydays are bi-weekly on Fridays. Direct deposit of pay is encouraged. The employee shall authorize direct deposit at the beginning of their contract period. If a payday falls on a holiday, payroll will be disbursed the day preceding the holiday. If an employee wishes to authorize another person to receive his/her pay check, the employee's written authorization shall be submitted to the University Business Office on or before 12:00 p.m., Thursday before the payday.

6.7 Personnel Files

- A. Contents: An employee's official personnel file shall include information such as, employment applications, background investigations, letters of reference, pay and benefits, training and education, employment contracts, performance evaluations, corrective or termination actions, and other necessary information as specified by the Human Resources Office. Anonymous, unsigned or second-party information shall not be placed in the employee's personnel file. An Employee has the right to respond in writing to anything placed in the file. The response must be made within 30 days of notice of the materials placed in their personnel file. No documents may be removed from an employee's file. The official file shall be maintained by Human Resources Office.
- B. Confidentiality: Information in an employee's personnel file is considered confidential. However, the information may be disclosed in compliance with a lawful investigation or subpoena. Access to and release of information contained in the personnel records shall be limited to only those persons who have a legally recognized need to know that includes the employee, any member of the Human Resources Office, or any supervisor in the employee's chain of command.
- C. Examination of Personnel File by Employee: Employees may examine their personnel file upon written request to the Human Resources Office. The employee must provide evidence of his/her identity. Examination of records shall be in the presence of the Human Resources Director or authorized representative.
- D. Release of Information: Upon submittal of a notarized Authorization for Release of Information to the Human Resources Office, the Human Resources Director will verify (but not furnish) information concerning the employee's length of service, salary and job title to a third party. Any further information shall require the employee's written request and release. Under no circumstances will the Human Resources Office or any supervisor or manager furnish negative or derogatory information on an employee unless the information is fully documented in the employee's personnel file and only with the approval of the Director of Human Resources.

SECTION 7 BENEFITS

7.1 Insurance and Retirement Benefits

The University currently provides the following benefits, as set by the Navajo Nation benefits plan:

- A. Health Insurance
- B. Life Insurance
- C. Accidental Death and Dismemberment
- D. Short Term and Long Term Disability Indemnity
- E. Retirement Benefits. The University may offer a Tax Sheltered Annuity and Investments. A 401(k) Plan may be available to employees after one year of service.

Copies of the benefit plans are available at the Human Resources Office.

7.2 Unemployment Compensation

The University provides unemployment compensation coverage for its employees at the University's sole expense as provided by the New Mexico State Unemployment Program or Arizona Department of Economic Security. Eligibility is determined by the appropriate state unemployment program.

7.3 Worker Illness or Injury and Workers' Compensation

The University provides medical treatment and wage compensation for work-related illness and injury as provided by the Navajo Nation Council under the Navajo Nation Workers Compensation Act. A copy of the Act and procedures are available at the Human Resources Office.

7.4 Tuition Waiver Policy (Employee Educational Benefit)

A. Employee Educational Benefit (credit class)

Regular full-time employee may have tuition waived for up to four (4) credit hours per semester. Unused tuition waivers cannot be accumulated from one semester and used in another semester. The employee must secure supervisor approval if the course is to be taken during working hours and arrangements made for any time that is to be made up.

If the employee decides not to complete the course, he/she must drop the class during the posted withdrawal period. No administrative appeal, unless extreme circumstances exist, will be available to remove the department charge.

Records related to the use of the NTU Tuition Waiver will be maintained by the Human Resources Department.

B. Family Educational Benefit (credit class)

A qualified family member of an employee eligible for benefits, as defined by the university's health insurance plan rules, may have tuition waived for up to four (4) credit hours per semester. Proof of family member status is required and must be verified by the Human Resources Office.

C. NTU Tuition Waiver requirements

1. Enrollment by NTU employees

Approval of enrollment in courses using the NTU tuition waiver, which is described in the NTU Employee Handbook, will include consideration of the following:

- a. The relevance of the degree or coursework to the employee's contracted employment responsibility and alignment with NTU's strategic plan.
- b. Direct financial cost and hidden cost will need to be considered (hidden cost includes the amount of time that an employee may need to undertake coursework and therefore, decrease his or her NTU contracted work time).
- c. An employee cannot take courses during his or her scheduled work time, unless he or she takes leave to do so, or works a flex times schedule that ensures he or she covers his/her full contracted work time and which his or her supervisor and the HR Director approve of.

An employee who wishes to use the NTU Tuition Waiver should discuss his or her academic plan with his or her supervisor. Usually, the employee will include this activity in his or her PDP. The employee should also seek academic counseling to ensure that he or she has an appropriate certificate or degree checklist completed.

The employee must successfully complete each course to continue to qualify for an NTU Tuition Waiver. Successful completion of any coursework for degree programs shall mean a grade of "B" or better. The NTU Tuition Waiver cannot be continued when an employee earns a grade below "B". The NTU Tuition Waiver cannot be used for any courses that are being retaken. Any individual that earns a "C" grade or lower will not be granted tuition waiver approval to take further courses until that individual provides an official transcript showing successful completion of the course which he or she pays for without NTU support.

The employee receiving a tuition waiver must report to his/her supervisor on his/her progress toward a certificate or degree, for each semester or summer term of enrollment. Approval for continued tuition waiver will be contingent on the progress reporting.

2. Enrollment by an NTU Employee's Family Member

Employees whose family members use the Tuition Waiver for Family Educational Benefit described in the NTU Employee Handbook must ensure the following is completed:

- a. The family member receiving a tuition waiver must receive academic counseling prior to his or her course enrollment to ensure that he or she receives that most appropriate academic benefit.
 - b. The family member receiving a tuition waiver must report to the PDP Committee on his or her progress toward a certificate or degree, for each semester or summer term of enrollment. Approval for continued tuition waiver will be contingent on the progress reporting. Approval for continued tuition waiver also requires successful completion of any coursework; this shall mean a grade of "B", or better. Future tuition waiver will not be granted when course grades fall below "B", nor will tuition waiver be granted for any courses that are being retaken. And individual that does not receive a "B" grade will not be granted tuition waiver until that individual provided evidence of successful completion of the failed course plus another degree checklist course that he or she pays for without NTU support.
3. Employees and family members are not permitted to use tuition waiver to retake a course that has already been paid for with the NTU Tuition waiver policy. To retake a course, employees and family members shall pay out of pocket.

SECTION 8 LEAVE

8.1 Paid Time Off (PTO)

- A. Overview: Staff, Professional Staff, Faculty and 9-month Employees are credited leave time under a "blanket plan" called Paid Time Off (PTO). All PTO must be scheduled or called in as provided herein. When known in advance, a PTO leave request must be submitted stating the number of days to be taken. Once the PTO is confirmed, the leave is granted in accordance with Section E below. If leave is for illness or medical reasons, the employee must call their supervisor within two (2) hours of the start of their shift to state leave is taken for that day. The employee must complete a PTO form upon return to work.

The following charts indicate the PTO credited each year for Staff, Professional Staff, Faculty and 9-month Employees:

All full time 12-month Staff (Non-Exempt):

Years of Service	Yearly PTO
First Year	96 hours (48 hours on June 1; 48 hours on December 1)
Second Year	144 hours (72 hours on June 1; 72 hours in December 1)
Third Year	192 hours (96 hours on June 1; 96 hours in December 1)
Fourth Year and over	248 hours (124 hours on June 1; 124 hours on December 1)

If an employee terminates his/her employment with NTU, the employee's PTO will revert to a per pay period accrual rate calculation. The accrual will be less than what is reflected above. The Human Resources Director is available to answer any questions.

Full Time 12-month Professional Staff (Exempt):

Years of Service	Yearly PTO
First and Second Year	192 hours (96 hours on June 1; 96 hours on December 1)
Third Year and over	248 hours (124 hours on June 1; 124 hours on December 1)

Faculty and 9-month Employees (Exempt and Non-Exempt):

Years of Service	Yearly PTO
First Year and over	64 hours (32 hours fall semester; 32 hours springsemester)

If an employee terminates his/her employment with NTU, the employee's PTO will revert to a per pay period accrual rate calculation. The accrual will be less than what is reflected above. The Human Resources Director is available to answer any questions.

- B. Time Charges: Time charged to PTO may not exceed the employee's credited PTO. It shall be charged in one hour increments.
- C. Leave Accrual: PTO is accrued at the rate indicated in the above chart for Staff, Professional Staff, Faculty and 9-month Employees on the dates listed. Employees are encouraged to use their PTO during their contract period to meet their personal needs. Time off is good for workperformance.
 - 1. Termination/Resignation: An employee who has indicated an intent to terminate may not take leave which would extend the termination date beyond the last day actually worked. The termination day shall be the last day worked and employees shall schedule all earned leave prior to the last day worked. Any leave time up to forty (40) hours not used by the last day worked will be calculated by the Financial Services Office and paid at the employee's straight time rate. Leave time in excess of 40 hours shall be lost if not taken by the employee's last day of work.
 - If an employee terminates his/her employment with NTU, the employee's PTO will revert to a pay period accrual rate calculation. The accrual will be less than what is reflected above. The Human Resources Director is available to answer any questions.
 - 2. Payment of PTO at end of Contract Period: Subject to availability of funds, payment of unused PTO may be made to the employee at the end of their contract period up to a total of 40 hours. Any leave in excess of the 40 hours that is not taken by the end of the employee's contract term will be lost.

Payment for PTO paid out at the end of an employee's contract term is at the employee's regular time rate of pay.

- D. Probationary Employees: Employees on their 90-day evaluation period are not credited PTO until completion of the evaluation. Any absence during this period will be charged as leave without pay. Employees terminated before the end of their first 90 days of employment will not be paid for any PTO. PTO is credited on a pro rata basis for probationary employees upon satisfactory completion of the evaluation period.
- E. Leave Approval: While leave is normally scheduled based on the employee's wishes, the University reserves the right to deny, change or reschedule leave based on its needs. Leave must be requested on the PTO leave form and approved by the employee's immediate supervisor before it is taken.
- F. Rehire or Reinstatement: While leave does not accrue during layoff or leave without pay, employees reinstated before the end of their employment contract will resume PTO at the same rate in effect at the time of their layoff or authorized leave without pay. Employees rehired before the end of their employment contract for any reason other than layoff will resume PTO at the rate in effect at the time of termination. Employees offered a new employment contract after their prior contract expiration are considered new employees for the purpose of PTO accrual.

8.2 Holidays

A. Observed holidays

The University observes the following paid holidays:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. President's Day - Third Monday in February
4. Navajo Nation Sovereignty Day - Fourth Monday in April
5. Memorial Day - Last Monday in May
6. Navajo Nation Memorial Day - June 1
7. Independence Day - July 4
8. Code Talker's Day - August 14
9. Labor Day - First Monday in September
10. Veteran's Day - November 11
11. Thanksgiving - Fourth Thursday in November
12. Navajo Nation Family Day - Fourth Friday in November
13. Christmas Day - December 25
14. Any other days designated as holidays by the Navajo Nation.

- B. Eligibility: Only regular employees are eligible for holiday pay. Temporary employees are not eligible for holiday pay. To receive holiday pay, an employee must be on paid work status (either working on-the-job or on approved PTO) on the days both immediately before and after the holiday.
 1. When a holiday falls on a week day, employees who normally have that day off will be given time off on the day before or the day following their regular day off.
 2. Regular non-exempt employees required to work on a holiday will be paid at the rate of two (2) times their regular rate of pay. Temporary workers required to work on a holiday will be paid at their regular rate of pay.

8.3 Family Medical Leave Act (FMLA)

- A. Eligibility: The FMLA grants every University employee who has worked 1,250 hours or more in the past 12 months, up to a total of twelve (12) workweeks of unpaid leave during a 12-month period for one or more of the following reasons:

The birth of a child or placement of a child with the employee for adoption or foster care; the employee's serious health condition makes the employee incapable of performing his or her job functions; care for the employee's spouse, child, or parent due to a serious health condition; or due to a qualifying exigency arising from the employee's spouse, child, or parent service on active military duty, or as a military caregiver to support a contingency operation as a member of the National Guard Reserves.

The FMLA grants every employee who has worked 1,250 hours or more in the past 12 months up to a total of 26 weeks of unpaid leave during any 12-month period when the employee is a military care-giver to the employee's spouse, parent, child, or next of kin who is either 1) injured on active military duty for up to five years after separation from military service; or 2) whose pre-existing serious injury or illness was aggravated by active duty service. "Next of kin" means the closest blood relative of the injured or recovering service member.

The 12 month period the University employee must have worked does not have to be consecutive, provided the break in service does not exceed seven years. The 1,250 hours worked during the past 12 months does not include time spent on paid or unpaid leave. However, an employee who is on military leave must be credited with having worked the number of hours he or she would have worked if not on military leave.

A "serious health condition" means 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 connect with the inpatient care, or a condition that requires continuous care by a licensed health care provider. Illnesses of a serious and long-term nature, resulting in recurring or lengthy absences, generally result in three consecutive, full calendar days of incapacity with the first health care visit within seven days of the onset of incapacity, and at least two visits within thirty days of the incapacity. If an employee takes paid time off for a condition that progressed into a serious health condition, and the employee requires unpaid leave under this policy, Employer may designate all or some portion of the leave taken as FMLA leave if the earlier leave meets the necessary qualifications.

A "qualifying exigency" leave for families of member of the National Guard or Reserves or of the armed forces when the covered military member is on active duty or called to active duty. The qualified exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) to arrange for child care and school activities while on active duty, 4) to make financial and legal arrangements while on duty, 5) for counseling related to active duty, 6) to spend time with a service member who is on rest and recuperation leave, 7) post-deployment activities, and 8) post-deployment duties or events that arise out of the member's active duty status.

"Covered active duty" means deployment to a foreign country.

Each time an employee takes leave, the University will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave (or 26 weeks for military-caregiver leave), and the balance remaining is the amount the employee is entitled to take at that time.

If a husband and wife both work for the University, and each wishes to take leave for the birth, adoption, or foster place of a child, or to care for a parent (but not an "in-law") with a serious health condition, the

husband and wife may only take a combined total of twelve (12) weeks leave. If the husband and wife both wish to take leave as a military care-giver, they may only take a combined total of 26 weeks of leave.

1. Employee status and benefits during leave: The University will continue eligible employee health benefits during the leave at the same level and under the same conditions as if the employee continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition or if the employee or the employee's family member or circumstances beyond the employee's control, Employer will require the employee to reimburse the University for the amount it paid for the employee's health insurance premium during the leave period.

If the employee pays a portion of the health care premium, while on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the NTU Finance Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the remainder of the leave. The University will provide 15 days' notice prior to the employee's loss of coverage.

2. Fitness-to-Return/Employee Status After Leave: At the time leave is designated, an employee may be notified that a fitness-to-return clearance will be required from the health care provider before returning to work. This notice will be included in the University's response to the FMLA request. Generally, an employee who takes FLMA leave will be able to return to the same or equivalent position in terms of status, pay, benefits (including unconditional pay increases, such as cost of living increases), and other employment terms, except the University may exempt key employees, (i.e., President – top execs).
3. Use of Paid and Unpaid Leave: An employee on FMLA due to the serious health condition of the employee or the employee's family member must use all paid time off leave prior to eligibility for unpaid leave. Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (if it qualifies), will be designated as FMLA leave and will run concurrently with FLMA leave. For example, if the University provides six weeks of disability leave the six weeks will be designated as FMLA leave and substitute accrue paid leave as appropriate before eligibility for unpaid leave for what remains of the 12-week entitlement.
4. Certification: The University may require certification from a health care provider for the employee's serious health condition, and if so, will provide a statement of the employee's essential job function for the health care provider to review. The employee must respond within 15 days of a request for the certification, or provide a reasonable explanation for any delay. Failure to provide the certification may result in a denial of continuation of leave. The University's Human Resources Director may directly contact the employer's health care provider for verification or clarification purposes. The University will not use the employee's direct supervisor for this contact.
5. Pregnancy Leave: Pregnancy leave shall be treated as an unpaid leave of absence for up to twelve (12) weeks per the FMLA. Any accrued PTO may be used. PTO hours are not accrued while on pregnancy leave without pay. A pregnant employee who is temporarily unable to perform her job duties are treated the same as a temporarily disabled employee.

8.4 Military Leave

Upon presentation of an official military order of, 1) activation for military service, or 2) state activation and/or ordered for training for National Guard and Reserve, or as an intermittent disaster response appointment, the University will grant military leave of absence to a regular employee who is an active member of the Army National Guard or Air National Guard, and/or member of the Army, Marine Corps, Navy, Air Force and Coast Guard Reserve.

The Uniformed Services Employment and Reemployment Rights Act (USERRA) sets out requirements for federal military leave. For more details of the provisions of the USERRA, or if you would like to discuss its provisions, please contact the Human Resources Office.

8.5 Leave with Pay

Leave with Pay is limited to the following circumstances, which are not included in calculating overtime:

- A. Inclement Weather Leave: Occasions when the University President declares all or part of the campus closed due to severe weather conditions or a local or national emergency.
- B. Jury or Court Leave: An employee summoned for jury duty or as a witness for the University is granted time off with pay for such duty.
- C. Voter Leave: An employee registered to vote may take leave to vote in a government election within the daily work schedule, paid at straight time for up to 4 hours.
- D. Professional Leave: Leave for professional development may be granted after presentation of a detailed, written explanation in compliance with the University Development Program requirements, contingent upon fund availability. Final approval rests with the Professional Development (PDP) Committee.
- E. Paid Administrative Leave for Investigations or for Pending Serious Disciplinary Action: When an employee is under official investigation or if it is determined that the presence of the employee would be disruptive to University operations, he/she may be placed on Paid Administrative Leave. This requires the University President's approval. If the President is unavailable and action is necessary, the employee's supervisor may place the individual on Administrative Leave until the President's approval is obtained. Paid Administrative Leave for any reason shall not exceed 10 working days unless the University President provides special authorization. Leave beyond ten (10) working days shall be charged as LWOP.
- F. Bereavement Leave: All regular full-time employees are entitled to take up to four (4) days of bereavement leave for members of their immediate family. For purposes of this policy, the term "immediate family" is defined as an individual who is related to the employee as a spouse, father, mother, son, daughter, brother, sister, grandmother or grandfather.

8.6 Leave Without Pay (LWOP)

After all PTO is exhausted, the University may grant LWOP for up to 15 days per year for extended illness or injury of the employee or relative (other than as provided by FMLA), personal reasons, school attendance, and other bona fide reasons. Only full-time employees are eligible for LWOP. The amount of LWOP that may be granted is based on the business needs of the University, approved by the University President.

SECTION 9 DISCIPLINARY ACTION

9.1 Management Rights

The University strives to be fair before imposing disciplinary action. Pursuant to applicable Federal and Navajo Nation Laws and Board policies, the University has the right to direct, hire, promote, transfer, assign and retain University employees; discipline, or discharge employees for just cause, and relieve employees from duties due to lack of work or other legitimate reasons.

9.2 Corrective Discipline

- A. Selection of Appropriate Corrective Disciplinary Action: University discipline is both corrective and cumulative. Repeated violations of the same standard of conduct may result in increasingly severe discipline. Violations of different conduct standards may also be considered in selecting the appropriate disciplinary action. Each case of inadequate performance or misconduct is judged individually and the type of corrective action depends on the severity of the infraction, the employee's work record, and prior history.
- B. Types of Corrective Discipline: Corrective discipline responds to employee unsatisfactory performance or misconduct. It provides the employee with an opportunity to become aware of and correct his/her performance or misconduct. Types of corrective action include:
 - 1. Warning/Reprimand: For minor infractions or to correct minor performance deficiencies. Written reasons will accompany the warning or reprimand, a copy of which is given to the employee and placed in his/her personnel file.
 - 2. Suspension: An employee may be suspended without previous warnings for serious offenses or for continued low performance or misconduct after previous attempts to correct the action have failed. An employee who receives three written warnings for the same or different offenses within a contract period shall be subject to suspension or discharge. Suspensions shall not exceed 30 days and shall be in writing, and shall state the reasons for the action. The employee shall be given the written statement, a copy of which shall also be placed in the employee's personnel file.
- C. Approvals for Corrective Discipline Any supervisor may take corrective action with an employee under his/her authority, consistent with University policies. Before disciplinary action is taken, it shall be reviewed by the Director of Human Resources to ensure that there is just cause for the action. The Human Resources Director will review the employee's work history and verify that the proposed course of disciplinary action is not discriminatory and is consistent with past practices. Corrective discipline or discharge shall be approved by the President of the University prior to issuance.

The corrective action notice shall be in writing, directed to the employee and shall contain:

- 1. An appropriate identification of the employee, including position title and department.
- 2. The date(s) on which the violation(s) occurred, or where such acts are of a continuing nature and are the basis for the disciplinary action, the period of time when the acts occurred.
- 3. A reference to the Table of Penalties regarding the offense(s) committed and the penalty imposed.
- 4. A clear and concise statement of the facts constituting the alleged violation(s).
- 5. An explanation of the employee's right to appeal the disciplinary action pursuant to the Grievance Procedures.
- 6. If hand delivered, the employee's acknowledgement of receipt of the notice, or if employee refuses to acknowledge, the notation that employee refused to sign and the date.

9.3 Discharge

An employee may be discharged when the seriousness of the matter requires that the employee may not be permitted to remain on the work force or corrective actions have failed. Grievance and due process rights do not apply to probationary employees who may be terminated for cause before the end of the probationary period.

9.4 Table of Penalties for Selection of Appropriate Disciplinary Action

In the interest of administering discipline as uniformly as possible in accordance with the policies stated, a Table of Penalties is incorporated herein.

1. In cases of less serious performance and/or conduct issues, supervisors are encouraged to discuss such deficiencies with their employees before initiating any formal disciplinary action under the Table of Penalties.
2. A warning may also be appropriate for minor infractions or to correct minor performance deficiencies. Written reasons will accompany the warning, a copy of which is given to the employee.
3. Supervisors shall be specific in describing the time period constituting an employee's suspension, and shall include both the dates and hours when the suspension begins and ends. Holidays shall be counted in computing the suspension period.
4. Suspensions imposed under the Table of Penalties are generally without pay and require the employees to remain away from the workplace during the period of suspension.
5. Where one set of circumstances warranting disciplinary action violates more than one offense listed in the Table of Penalties, supervisors must allocate the total penalty among each separate offense charged.

TABLE OF PENALTIES

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
1. Theft of University property	Suspension (up to 30 days) or discharge	Discharge	
2. Misuse of University funds	Suspension (up to 30 days) or discharge	Discharge	
3. Solicitation or acceptance of bribes or kickbacks	Discharge		
4. Falsification or unauthorized alteration of any University record	Discharge		
5. False statement(s) of material fact in employment application or related documentation	Discharge		
6. Fraud and/or conspiracy to commit fraud	Discharge		
7. Perjury in court or before an official Navajo Nation body or tribunal	Discharge		

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
8. Concealing, removing, mutilating, obliterating, or destroying University records or documents without authorization	Discharge		
9. Abuse of position	Suspension (up to 30 days) or Discharge	Discharge	
10. Absent from work for 3 or more consecutive days without permission except in an emergency situation	Discharge		
11. Egregious misconduct which calls into question one's fitness for continued employment in that position with the University	Suspension (up to 30 working days) or Discharge	Discharge	
12. Sexual harassment	Discharge		
13. Operating a University vehicle under the influence of alcohol or other controlled substance (except when controlled substance is used as medically prescribed)	Discharge		
14. Operating a vehicle during working hours, under the influence of alcohol or other controlled substance (except when controlled substance is used as medically prescribed)	Suspension (up to 30 working days) or Discharge	Discharge	
15. Malicious damage to University property including, but not limited to, graffiti, vandalism, etc.	Suspension (30 working days) or Discharge	Discharge	
16. Violation of any provision contained in Section 5.1 Drug Free Workplace Policy, 5.2 Tobacco-free University Policy	Referral to approved drug or alcohol treatment program or Discharge	Discharge	

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
17. Failure to abide by policies governing employee conduct in Section 5	Suspension (up to 30 working days) or Discharge	Discharge	
18. Endangering the physical well-being of any individual including but not limited to threats of, or actual violence	Suspension (up to 30 working days) or Discharge	Discharge	
19. Disclosing confidential University information to unauthorized person(s)	Suspension (up to 30 working days) or Discharge	Discharge	
20. Misuse of University property or services	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Discharge
21. Insubordination, includes violation of any policy contained in the University Employee Handbook	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Discharge
22. Neglect of duty	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Discharge
23. Unauthorized absence	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Discharge
24. Excessive absenteeism, including tardiness	Suspension (up to 15 working days)	Suspension (up to 30 working days)	Discharge
25. Unsatisfactory work performance	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Discharge
26. Failure to complete performance assessment as required	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Discharge
27. Intentionally jeopardizing the health and/or safety of any individual(s).	Discharge		

OFFENSE	FIRST PENALTY	SECOND PENALTY	THIRD PENALTY
28. False witness against employee(s)	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Discharge
29. Violation of safety regulations which endangers oneself or others	Suspension (up to 10 working days)	Suspension (up to 30 working days)	Discharge
30. Possession of unauthorized weapon(s) and/or firearm(s) in violation of Section 5.5	Discharge		
31. Failure to comply with University's motor vehicle regulations including, but not limited to, use of a University vehicle for personal reasons	Suspension (up to 10-15 working days)	Suspension (up to 30 working days)	Discharge
32. Creating discord among fellow employees leading to decreased productivity or a hostile working environment	Suspension (up to 10-15 working days)	Suspension (up to 30 working days)	Discharge
33. Use of abusive or vulgar language and/or gestures	Suspension (up to 10-15 working days)	Suspension (up to 30 working days)	Discharge
34. Display of intoxication on the job (including use of restricted drugs not in conformance with a medical prescription)	Alcohol and/or drug testing and Suspension (up to 30 working days) or Discharge	Discharge	
35. Habitual use of intoxicants to excess which affects job performance	Referral to approved drug or alcohol treatment program or Discharge	Discharge	
36. Abuse of leave	Suspension (up to 10-15 working days)	Suspension (up to 30 working days)	Discharge
37. Failure to comply with the provisions governing leave under Section 8	Suspension (up to 10-15 working days)	Suspension (up to 30 working days)	Discharge

9.5 Rights to Appeal Suspension or Discharge

A decision to discharge or suspend a regular employee may be grieved under the Grievance Procedures. The grievance must be in writing and filed with the Director of Human Resources within 5 working days of the action.

SECTION 10 GRIEVANCE PROCEDURE

10.1 Purpose and Definitions

The grievance procedure purpose is to secure, at the lowest possible level, solutions to employee grievances which may arise regarding employment terms and conditions. A grievance is a written complaint by an employee who has been adversely affected by a perceived violation of University policies or practices regarding employment terms and conditions.

10.2 Applicability

The grievance procedures are NOT applicable to:

- A. Disputes whether an established University policy or practice is fair or reasonable. Substantive allegations that University policies violate Navajo Nation and/or applicable Federal or State laws or regulations may be grieved;
- B. Matters where another review method is mandated by law or by any University policy, rule or regulation;
- C. Alleged misconduct by the University President, governed by Section 10.4 below;
- D. Matters outside the University's authority to act or inability to provide a remedy;
- E. Contract expiration

10.3 Grievance Committee

Within fourteen (14) days of the start of the fall semester, the Grievance Committee shall be formed as follows:

- A. President shall meet and select five representatives, from the following: two (2) faculty, two (2) staff, and, one (1) administrator, to serve on the Committee, and one (1) alternate who shall serve if the representative has a conflict of interest in a particular grievance.

The committee shall select a presiding officer and alternate from among its members. All three members of the Committee shall constitute a quorum needed for a valid committee decision. The Committee may select a member or reliable third party to document its proceedings. All grievance hearings shall be recorded. Committee members shall serve a one-year term or until their successor is selected the following fall semester. If a committee member resigns or is unable to serve due to summer recess, etc., the selecting body may replace that member.

10.4 Grievance Procedure

- A. Step 1 of Grievance Procedure.
 - 1. Submittal: The employee must submit his/her written grievance to the supervisor one step above the employee's immediate supervisor and a copy shall be submitted to the Human Resources Office. If the grievance is against the University President not governed by the misconduct procedures of Section 10.5 below, it shall be submitted directly to the Grievance Committee, which, after due

deliberation, shall report its findings and recommendations directly to the University Board of Regents Chairperson. If the grievance is brought against an employee whose immediate supervisor is the University President, it shall be submitted directly to the Grievance Committee for hearing and decision. The employee must submit the grievance within five (5) working days of the alleged adverse action. Temporary employees may only grieve under Step 1 of the Grievance Procedure, the decision of which shall be final.

The grievance must include:

- a. Name and position of the grievant;
 - b. Nature of the grievance (i.e. how the employee believes he or she has been adversely affected);
 - c. Statement of facts, including the dates and alleged events or conditions which form the basis of the grievance;
 - d. Identification of individuals (if known) whose actions or omissions resulted in the situation giving rise to the grievance;
 - e. Identification of University policy or policies allegedly violated;
 - f. Grievant's arguments supporting his/her claim;
 - g. The remedy requested by the grievant
2. Human Resources Office Response: Supervisors shall contact the Director of Human Resources for assistance. The Human Resources Director shall determine if the elements of the grievance are grievable under this policy. The determination of the Human Resources Director is final and not appealable. If the grievance is determined to be grievable, the Human Resources Director shall conduct an investigation reasonably calculated to decide the grievance. The investigation shall be completed in no more than ten (10) working days after receipt of the grievance. The investigation shall begin with an informal conference with the aggrieved employee to review and clarify the nature of the grievance. The result of the investigation shall be based on findings of fact and documented in writing. A written decision shall be submitted to the employee within ten (10) working days after the conclusion of the investigation. It shall include at a minimum:
- a. A statement whether the Human Resources Director found in favor of or against the employee, either in part or in full, giving details of any portion for which the Human Resources Director has found against the employee citing the evidence upon which this finding is based.
 - b. If a finding is made in favor of the employee, a statement of what action will be made to correct the conditions grieved, and the time period to do so.

B. Step 2 of Grievance Procedure

1. Filing of the Appeal to Grievance Committee

If the Human Resources Director finds against the employee in whole or in part, that portion of the grievance may be appealed to the Grievance Committee. The appeal must be filed in writing within five (5) working days after receipt of the Step 1 decision by submitting it to the Human Resources Office. The Human Resources Director shall refer the appeal to the Grievance Committee. The employee may refuse any action offered for findings in his or her favor, but may not further grieve that part of the decision.

2. Hearing before Grievance Committee

- a. The Committee will conduct an evidentiary hearing concerning the grievant's appeal.

- b. The Committee shall conduct the hearing within ten (10) working days from the timely filing of the appeal.
- c. The hearing shall be informal and conducted to achieve substantial fairness and justice. All parties to the grievance shall have the right to be represented by counsel and to present evidence and witness testimony. Witnesses shall testify under oath. The Grievance Committee shall conduct the direct examination of witnesses. Witnesses may be cross-examined by the parties. Members of the Grievance Committee may ask additional questions of a witness. Formal rules of evidence, applicable in court proceedings, shall not apply. Evidence, including copies of documentary evidence that is reliable is acceptable. Upon completion of the parties' presentation of testimony and evidence, the parties shall have the right to make a closing statement.
- d. Hearings will be electronically recorded. The cost for any transcriptions or tape copies will be paid by the requesting party. Tapes will be retained for one (1) year in the office of Human Resource Department.

3. Decision of Grievance Committee

The Committee shall issue a written decision within five (5) working days of completion of the hearing that shall include findings of fact citing the evidence upon which each finding is based. The decision of the Committee is final.

10.5 Procedures Regarding Alleged University President Misconduct

A. Types of Misconduct

- 1. Fiscal misconduct;
- 2. Harassment including but not limited to sexual harassment;
- 3. Failure to work cooperatively with University staff in implementing an adopted University policy;

B. Complaint Procedures

All complaints by employees alleging misconduct by the University President shall be submitted in writing to the Director of Human Resources detailing the nature of the alleged misconduct. The Director of Human Resources shall refer a copy of the complaint to the University Board of Regents and the President. The Board Chairperson shall confer with the members of the Board to determine if the alleged misconduct is included within those identified in Section 10.5 A. If so, the Board shall appoint an investigative team comprised of a Board member, the University's legal counsel, and if determined appropriate, a disinterested third party, to conduct an investigation of the complaint and prepare a written report to the Board with their findings and recommendations. A copy of the report shall be provided to the University President. All other complaints against the University President shall be addressed under the applicable procedures provided in this Employee Handbook and University Student Handbook. The Board of Regents shall give the President an opportunity to refute the report findings and recommendations during a Board executive session. The President may also respond to the report in writing. The President shall have the right to counsel. The Board of Regents shall consider the investigative team's report and the President's response, and determine by majority vote whether misconduct occurred. The Board's decision shall be issued in writing to the President and shall include an evaluation of the report, the President's response, findings of fact, the course of action to be taken, and the reasons supporting the decision. The decision of the Board shall be final.

SECTION 11 JOB SEPARATION

11.1 Types of Job Separation

A. Resignation

The employee gives written notice of resignation to his/her supervisor in accordance with terms of his/her employment contract.

B. Job Abandonment

1. The employee is absent for three (3) or more consecutive days without permission. Workdays are considered consecutive even if separated by weekends or holidays.
2. The employee fails to return to work following authorized leave and is absent for a period of no less than three (3) consecutive days following the last day of authorized leave.

C. Release: Completion of employment contract

D. Discharge: Termination of a probationary or temporary employee during the 90-day evaluation period and termination of an employee before the end of their employment contract.

E. Layoff: Termination due to a reduction in force because of lack of funds, lack of work, or for other compelling reasons. Selection of employees for layoff status shall be based on qualifications and performance as determined by the University in accordance with Navajo Preference in Employment Act. If several employees are substantially equal, years of service will then be the determining factor.

F. Discharge for Cause: Termination after corrective discipline has failed or the seriousness of the infraction warrants immediate discharge.

G. Retirement: The employee resigns and is eligible to receive retirement benefits.

H. Death

11.2 Notice of Termination.

A. The University will make a good faith effort to provide a minimum of two (2) weeks' notice for layoffs. The University will comply with applicable provisions of the Worker Adjustment and Retraining Act. All layoff and/or discharges will be approved by the President. All employees discharged for cause will be given written notice of the discharge and the reasons for it.

B. Pay in Lieu of Notice: Pay in lieu of notice may be given at the employee's regular rate of pay if notice is not practical. Payment must be approved by the President. Pay in Lieu of notice should not be given in cases of termination during probation, discharge for cause, or discharge immediately following suspension for a serious infraction.

1. If an employee terminates his/her employment with NTU, the employee's PTO will revert to a per pay period accrual rate calculation. The accrual will be less than what is reflected above. The Human Resources Director is available to answer any questions.

11.3 Supervisor Responsibility in Job Separations

The Human Resources Office shall complete a Payroll Change Notice on or before the last day of employment or as soon thereafter as practical. The supervisor shall confirm that the employee does not take time off which would

extend the termination date beyond the last day actually worked. Supervisors shall provide the Human Resources Office with the employee's forwarding address.

SECTION 12 PROFESSIONAL CERTIFICATION

12.1 Certification and Recertification

A. Requirement

All faculty members must be qualified for instruction in Associate or Certificate programs in the field or related field being taught. All general education faculty Instructors must have a masters degree in the field or related field in which they are teaching, doctorate or equivalent degree unless they possess a record of publications or specialized knowledge in the field being taught. Faculty Instructors teaching at the baccalaureate level must possess a master's degree. Trade faculty Instructors must have at a minimum, an associate's degree plus seven years in the field being taught.

B. Re-Certification

All instructors required to hold vocational-technical certifications will maintain certification through participation in the Professional Development Plan. Recommendations for certification will be made by the University on the basis of Satisfactory Progress on the individual Professional Development Plan.

12.2 Professional Growth

Navajo Technical University is strongly committed to a campus environment in which all members of the university community are encouraged to pursue opportunities for learning and professional growth and to draw on the university's own intellectual resources as well as external sources in seeking those opportunities. Such an environment is fundamental to employee morale and retention and to the character of a premier educational institution. While responsibility lies with the employee to seek appropriate learning activities, it is essential for this to occur within a supportive institutional climate. The leadership of the university places particular importance on the role of supervisors in enabling employees to achieve their educational goals and expects those in supervisory positions to support and encourage the participation of employees in learning activities as fully as possible within the framework of an effective workplace. Employees are encouraged to seek the assistance of their supervisors and other university employees as they formulate a career development plan.

NTU Employee Handbook, and Drug Free Workplace
Policy and Tobacco-Free University Policy
Acknowledgement Form

I, (Print Name) _____, hereby affirm that I have received a copy of the Employee Handbook, and the Drug Free Workplace Policy and the Tobacco-Free University Policy.

NTU EMPLOYEE HANDBOOK APPROVED BY THE NTU BOARD OF REGENTS ON SEPTEMBER 01, 2015. HANDBOOK EFFECTIVE SEPTEMBER 1, 2015.

Employee's signature

Date

Witness signature

Date

