

**PICKLE HILL PUBLIC
BROADCASTING, INC.
Personnel Policies**

Effective March 14, 2023

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WELCOME

The Board of Directors of Pickle Hill Public Broadcasting, Inc. (KDLL) would like to take this opportunity to welcome you and to provide an introduction to KDLL. If you have any questions concerning the following personnel policy, please feel free to ask the General Manager for an explanation

INTRODUCTION

These personnel policies, adopted by the Board of Directors of KDLL, establish the policies and procedures under which all employees not covered by a separate bargaining agreement work at KDLL. These policies and procedures also are intended to guide KDLL's management in all areas of employment practices and employee compensation and benefits.

These personnel policies are broad in nature and are intended to provide staff with working conditions conducive to individual satisfaction while concurrently enabling KDLL to achieve its goals and objectives. In assigning to management the responsibility for administering KDLL's personnel policies, it is the Board's expectation that management will follow both the letter and the spirit of these policies. Management may at any time, with or without notice, establish or modify administrative procedures relating to personnel, but at all times these procedures should be consistent with the provisions of the Board's personnel policies.

Many areas of personnel administration are subject to federal and state laws, rules and regulations; if there is any conflict between these provisions of law and KDLL's personnel policies, the provisions of state and/or federal law will prevail.

The Board recognizes that unforeseen circumstances or changing conditions may occur which would necessitate modifications to these policies. It is the intent of the Board to review and, if necessary, revise these policies regularly and at least every three years.

The responsibility for approving personnel policies or any changes for KDLL lies with the Board of Directors. The Board of Directors employs a General Manager and designates a Personnel Committee to which the Board delegates the responsibility for the administration of personnel policies.

SCOPE

This policy applies to all employees and volunteers of KDLL.

Section 1 **CATEGORIES OF PERSONNEL**

- 1.1 **Exempt Employee:** Exempt employees are exempt from the overtime pay provisions of the Fair Labor Standards Act, as amended, and the Alaska Wage and Hour Act. As a general guideline, at least 80 percent of a person's work shall be executive, administrative, or professional in nature in order for KDLL to classify an employee as exempt.
- 1.2 **Non-Exempt Employees:** An employee who is eligible for overtime pay under the provisions of the Fair Labor Standards Act, as amended, and/or the Alaska Wage and Hour Act.
- 1.3 **Full-Time Employee:** An employee who works 40 hours per week (exclusive of overtime) on a continuing basis is considered to be a full-time employee.
- 1.4 **Part-Time Employee:** An employee who works at least 20 hours per week, but less than 40 hours per week, on a continuing basis is considered to be a part-time employee.
- 1.5 **Temporary or Casual Employee:** A temporary or casual employee meets one of the following criteria:
 - Works either full time or part time for a specified length of time or for a specific short-term project, usually less than one year;
 - Works on a casual, on-call basis with no set schedule and no guaranteed number of hours per week; or
 - Usually works less than 20 hours per week.
- 1.5.1 A temporary or casual employee is not eligible for leave, health insurance, or holiday pay. Employees in this class may be eligible for overtime pay as provided by the Fair Labor Standards Act and/or the Alaska Wage and Hour Act.
- 1.6 **Contractors:** Contractors are defined by the Alaska Department of Labor as "workers who are considered independent, i.e. not employees." They are contracted with to complete tasks outlined by agreement in writing and are eligible only for those benefits outlined in that contract. More about the specifics of how a worker is defined as a contractor can be found at the Alaska Department of Labor website.
- 1.7 **Volunteers:** Volunteers work without compensation for KDLL and at the pleasure of the organization. The policies within this document also apply to them, minus the ones related to employee compensation and related benefits. Volunteers are not eligible for employee benefits.

Section 2 **Work Week**

- 2.1 The regular workweek of KDLL is Sunday through Saturday (7 days).

Section 3 **POSITION DESCRIPTIONS**

- 3.1 Specifications are written and maintained for each position, which include appropriate title, a description of the duties and responsibilities, classification of the employee, training and experience qualifications, supervision and other necessary specifications. Each employee will be given, in writing, a job description of his or her position when hired, and a copy will be made part of the employee's personnel file. These job descriptions will be reviewed annually by the General Manager and immediate supervisor at the time of evaluations. All job descriptions will be kept current.

Section 4 **HIRING**

- 4.1 The Board of Directors hires the General Manager. The General Manager hires all other personnel. The General Manager keeps the Board of Directors informed of new hires.
- 4.2 In the notification of hire, a written statement is given to each employee outlining each employee's salary or other compensation. Written notification of any reduction in compensation or benefits will be provided to an employee at least three pay periods in advance of the pay period in which the change will take effect.
- 4.3 The General Manager has the discretion to offer to reimburse up to \$1,000 in qualified moving expenses for full-time employees coming to work at KDLL. Expenses must be incurred within 180 days of accepting a position at KDLL. If an employee resigns from his/her employment, or is terminated for cause, including for poor performance, within 12 months of starting employment, the employee will be required to reimburse KDLL for relocation expenses paid for under this policy.

Section 5 **INITIAL EMPLOYMENT PERIOD**

- 5.1 Every new employee is an introductory employee for 90 days. During this period, each employee has the opportunity to demonstrate his or her ability to perform the work for which the employee was hired.
- 5.2 Employees in their initial (post-hire) introductory status may be discharged without cause, at KDLL's sole discretion.
- 5.3 Leave earned during the initial 90 day employment period will be forfeited and is not subject to severance or cash-out.
- 5.4 An employee who is promoted or transferred is subject to a 30 day introductory period in his or her new position unless waived by written notice at the time of promotion or transfer by the immediate supervisor for the new position (if applicable). This will not, however, affect the employee's benefits or leave status.

Section 6 **COMPENSATION and BENEFITS**

- 6.1 **Payroll:** All employees are paid on the 15th and last day of the month. If either of those dates falls on a holiday or weekend, paychecks will be issued on the next business day. Time sheets from all employees are due to their supervisors by the end of each 10th and 25th day of the month. Employees who qualify for personal leave must note the number hours of personal leave used for any given day on their time sheets.

- 6.2 **Deductions:** Deductions are made for federal and state withholding as required by law and other court mandated deductions.
- 6.3 **Overtime:** Non-exempt employees who work over eight hours per workday and/or over 40 hours in a week will earn 1.5 times the normal rate of pay.

6.4 **Group Health Insurance**

- 6.4.1 KDLL maintains a group health insurance policy for employees.
- 6.4.2 An employee must be assigned to regularly work at least 30 hours per week to be eligible for health insurance.
- 6.4.3 Employees may be required to pay a percentage of the monthly premium. This amount will not exceed 15% of the premium costs.
- 6.4.4 Coverage for dependents is available and employees are responsible for the entire dependent premium.
- 6.4.5 New employees will be eligible for health insurance on the first month following completion of the first 30 days of employment.
- 6.4.6 The General Manager will periodically review the insurance package and will have the responsibility of obtaining maximum benefits for employees within budgetary guidelines.

6.5 **Holidays**

- New Year's Eve (December 31st)
 - New Year's Day (First of January)
 - Memorial Day (last Monday in May)
 - Independence Day (Fourth of July)
 - Labor Day (first Monday in September)
 - Thanksgiving Day (fourth Thursday in November)
 - Day after Thanksgiving
 - Christmas Eve (December 24th)
 - Christmas Day (December 25th)
- 6.5.1 When any of these holidays falls on a Saturday or Sunday, the following Monday is considered a holiday.
 - 6.5.2 Holidays that occur during an employee's personal leave do not count against the total personal leave to which the employee is entitled.
 - 6.5.3 A non-exempt KDLL employee who is required to work on a designated holiday will earn 1.5 times the normal rate of pay.

Section 7 **PERSONAL LEAVE**

- 7.1 Regular employees earn personal leave time for each completed month of consecutive employment as follows:
 - 7.1.1 **Full-Time Employees:**
 - 1 - 3 years of service - 168 hours (14 hours per month)
 - 3 years of service and beyond - 224 hours (28 hours per month)
 - 7.1.2 **Part-Time Employees:**

- Part-time employees earn a percentage of personal leave proportional to the numbers of hours worked. The same principle applies when calculating maximum accrual of personal leave and the amount of unused personal leave to be paid as part of severance upon termination of employment with KDLL. (e.g. 0.50 FTE employees may accrue a maximum of 50% of annual leave allowed for full-time employees and may receive payment for up to 50% of unused personal leave allowed for full-time employees)
- 7.2 Personal leave will be scheduled with prior written approval of the supervisor, depending upon the workload of the employee and the organization, and at least five days in advance, if possible. The request should be submitted far enough in advance so that necessary work can be completed before the scheduled leave and arrangements made to adjust the workload during the leave period.
- 7.3 Personal leave may not be used for any period to extend longer than 14 consecutive calendar days without the expressed consent of the General Manager.
- 7.4 Employees classified as full-time that work less than 40 hours in a week, will have his or her personal leave accrual based on a percentage proportional to the number of hours worked.
- 7.5 Full-time employees are allowed to accrue up to a maximum of 300 hours of personal leave.
- 7.6 For full-time employees, up to 100 hours of unused personal leave will be paid as part of severance upon termination of employment with KDLL.
- 7.7 Personal leave information will be provided to each employee in writing not less than once a month including accumulated personal leave, personal leave used, and balance remaining. The information is contained in the detail of each employee's paycheck.
- 7.8 **Leave of Absence**
 - 7.8.1 Leave without pay (LWOP) may be allowed upon prior approval of the General Manager. No employee benefits shall be provided during LWOP extending more than 10 working days, although an employee may continue benefits at his or her own expense unless KDLL is otherwise required by law to maintain that coverage.
 - 7.8.2 Employees will be allowed up to 90 days of unpaid leave per year under particular circumstances that are necessary or appropriate to perform functions essential to the family.
 - 7.8.3 To be eligible for leave of absence, an employee must be employed by KDLL for 12 consecutive months and must have worked at least 1250 hours during the 12-month period preceding commencement of the leave.
 - 7.8.4 LWOP will not be granted until all personal leave has been exhausted.
 - 7.8.5 An employee who takes a leave of absence without pay from KDLL is prohibited from engaging in any other employment during the period of unpaid leave unless prior authorization is granted by the General Manager

7.9 Personal Leave Cash-In Program

- 7.9.1 The Annual Leave Cash-In program allows eligible employees to cash-in up to 80 hours of their annual leave per fiscal year. Employees must have 40 hours remaining in their annual leave bank after the cash-in hours are deducted.
- 7.9.2 Eligible employees may request to cash-in up to 80 hours of their annual leave per year, during any pay period during each fiscal year.
- 7.9.3 There is no limit on the number of requests made during each fiscal year. The fiscal year period for the program begins in the first full pay period of July.
- 7.9.4 Employees must have 40 hours remaining in their annual leave bank after the cash-in hours are deducted.
- 7.9.5 The prior payroll period's annual leave balance will be used to determine the minimum 40 hour requirement and the maximum hours allowed to be cashed-in.
- 7.9.6 Cash-in requests will only be processed in regular payroll runs.
- 7.9.7 Cash-in hours that have already been processed and paid *cannot* be revoked.
- 7.9.8 Requests for cash-in hours *cannot* be submitted for a payroll period that has already been processed or through a revised timesheet submission.

7.10 Funeral Leave

- 7.10.1 In the case of a death in an employee's immediate family, an employee may request paid leave of not more than three working days.
- 7.10.2 If an employee needs additional time, annual leave must be used. He or she may request an unpaid leave of absence as explained in Section 7.7 above.
- 7.10.3 Immediate family includes son, daughter, mother, father, sister, brother, spouse/spousal equivalent, and stepparent or other relative who raised the employee.

7.11 Court or Jury Duty

- 7.11.1 An employee called to serve as a juror or subpoenaed as a witness will be entitled to court or jury duty leave, with pay, less the sum paid by the court.
- 7.11.2 If an employee is called for court or jury duty and excused during regular working hours, the employee shall return to work.
- 7.11.3 Upon completion of the duty, the employee may be required to submit a statement of attendance from the court to his or her immediate supervisor.

7.12 Military Leave

- 7.12.1 KDLL complies with all the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees in accordance with that act. As with any leave of absence, employees must provide advance notice to their immediate supervisor of their intent to take military leave and must provide appropriate documentation.
- 7.12.2 Benefit coverage will continue for 31 days as long as employees pay their normal portion of the cost of benefits. For military leaves lasting longer than 31 days, employees will be eligible to continue health benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and will be required to pay 100 percent of the total cost of their health benefits if they wish to continue benefits.
- 7.12.3 Upon return from military leave, employees will be reinstated, as prescribed under USERRA.
- 7.12.4 Employees who fail to report for work within the time prescribed under USERRA, after completion of military service, will be considered to have voluntarily terminated their employment.
- 7.12.5 If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted unpaid time off for military training. However, employees may elect to have their reserve duty period considered as personal leave to the extent they have personal leave available.

7.13 Parental Leave

Pickle Hill Public Broadcasting, Inc. will provide up to Twelve Weeks of paid parental leave to employees starting up to three weeks before the anticipated birth of an employee's child or the placement of a child with an employee in connection with adoption. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted child, and to ensure continued employment when parental leave is completed.

Eligible employees must meet the following criteria:

- Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit. Part-time employees will receive compensation at the same percentage as their regularly scheduled hours).
- In addition, employees must meet one of the following criteria:
- Have given or anticipate giving birth to a child.

- Be a spouse or committed partner of a woman who has given birth or anticipates giving birth to a child.
- Have adopted or expect to adopt a child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of 12 weeks of paid parental leave per birth, or adoption of a child/children. The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the 12-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 24 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth or adoption event occurs within that 12-month time frame.
- The starting date of leave may be scheduled up to three weeks ahead of the anticipated birth of an employee's child or the placement of a child with an employee in connection with adoption.
- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the 6-month period immediately following the birth or adoption of a child with the employee. Paid parental leave may not be used or extended beyond this 6-month time frame.
- In the event of a female employee who herself has given birth, the 12 weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 6-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 6-month time frame.
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

12-Week Work Obligation

Upon completion of the term of parental leave, the employee agrees to a 12-Week Work Obligation. The 12-week work obligation starts after the day on which the paid parental leave concludes, which is:

- The workday on which the employee finishes using the 12 work weeks of paid parental leave; or
- If the employee uses less than 12 work weeks of paid parental leave during the 12-month period following the birth or adoption of a child, the last workday on which the employee used paid parental leave in connection with the given child. This policy applies regardless of the actual amount of paid parental leave used (i.e., an employee who uses less than 12 weeks of paid parental leave would still be obligated to work 12 weeks following the completion of the leave).

Failure to complete the 12-week work obligation will result in an employee being required to reimburse PHPB unless, in the judgement of management, the employee is unable to return to work for the required 12 weeks because of 1) the continuation, recurrence, or onset of a serious health condition of the employee (that is related to the applicable birth or adoption) or the child whose birth or adoption was the basis for the paid parental leave; or 2) any other circumstance beyond the employee's control.

Coordination With Other Policies

- The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.
- If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
- If the employee is on paid parental leave when the company offers administrative leave (known as an “admin day”), that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.

Requests for Paid Parental Leave

- The employee will provide the General Manager with notice of the request for leave at least 30 days prior to the proposed date of the leave. If the leave is not foreseeable, approval and start date will be at the discretion of the GM.
- As is the case with all company policies, the organization has the exclusive right to interpret this policy.

- 7.14 **Non-Compensation for Unused Benefits:** An employee who declines to receive or to use a benefit for which he or she is made eligible by the personnel policies shall not be entitled to any other compensation, consideration, remuneration, or alternative benefit in lieu thereof.

Section 8 **DRESS-CODE**

- 8.1 All KDLL staff members are expected to present themselves in a professionally acceptable attire and appearance.

Section 9 **PERFORMANCE REVIEW**

- 9.1 The performance review is a discussion between the employee and their immediate supervisor during which the employee's performance is evaluated.
- 9.2 A performance review is held with each employee at least once a year near the anniversary of hire.
- 9.3 All newly hired, transferred, or promoted employees' performance will be reviewed at the end of three months after their date of hire.
- 9.4 A written report will be made available to the employee and placed in his or her personnel file.
- 9.5 Performance evaluations are not grievable, however, the employee has an opportunity to rebut his/her evaluation within 10 business days, and that rebuttal will be attached to the evaluation and placed in their personnel file.
- 9.6 Merit increases in salary may be granted by the General Manager upon recommendation by the immediate supervisor and only on the basis of superior job performance. Merit increases are subject to budgetary limitations.

Section 10 **PERSONNEL RECORDS**

- 10.1 It is KDLL's policy to keep all personnel files confidential and to not reveal their contents except after prior authorization from the employee involved, or as may be required by law. In such cases, concurrent notice will be provided to the employee. The Board of Directors and General Manager have access to all personnel files. The immediate supervisor has access to personnel files of those employees under his or her authority. Each employee has the right to review his or her personnel records and, upon reasonable request, may obtain copies of his or her personnel files and other personnel records.

Section 11 **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

- 11.1 It is the policy of KDLL to recruit, hire and promote for all job and volunteer classifications without regard to age, race, ethnic origin, religion, sex, sexual orientation, gender identification, national origin, veteran status, parenthood or physical or mental disability (except due to a bona fide occupational qualification), and such other classifications as are protected by applicable federal, state or local law.

Section 12 **ANTI-HARASSMENT**

- 12.1 KDLL is committed to providing a workplace that is free of verbal, physical and visual forms of harassment so that each employee can work in a productive, respectful and professional environment. Harassment in employment because of sex, sexual orientation, gender identification, race, national origin, religion, age, disability, or any other basis protected by local, state or federal law is strictly prohibited. KDLL employees, supervisors, managers or officials who violate this policy are subject to discipline, up to and including termination of employment. Examples of harassment based on sex, sexual orientation, gender identification, race, national origin, religion, age or disability can include, but are not limited to:
- Cartoons or other visual displays of objects, pictures or posters that depict any of these protected groups in a derogatory manner;
 - Verbal conduct, including making or using derogatory comments, epithets, slurs and jokes towards such groups.
- 12.2 Sexual harassment is generally defined as unwelcome sexual advances, requests for sexual favors, or other visual, verbal or physical conduct of a sexual nature. Sexual harassment includes harassment based on another person's gender or harassment based upon gender identification, sexual orientation, pregnancy, childbirth, or related medical conditions. It also includes harassment of another employee of the same gender as the harasser. Examples of sexual harassment include, but are not limited to, the following types of behavior:
- Unwelcome sexual advances such as requests for dates or propositions for sexual favors;
 - Offering or conditioning an employment benefit, like a raise, a promotion or a special job assignment, in exchange for sexual favors;
 - Making or threatening reprisals after an employee has turned down a sexual advance;
 - Visual conduct, like leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons or posters;
 - Verbal conduct, like making or using derogatory comments, epithets, slurs and jokes of a sexual nature;
 - Other verbal abuse of a sexual nature, like graphic verbal commentaries about an individual's sex life or body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations;
 - Unwelcome physical contact, including pats, hugs, touching, assault, or impeding or blocking movements.
- 12.3 This policy is also violated if an employee is fired, demoted, denied a job, or denied some other employment benefit because the employee refused to grant sexual favors, complained about harassment, or assisted in an investigation of harassment.

- 12.4 KDLL is committed to taking reasonable steps to prevent harassment from occurring in the first place, and will take immediate and appropriate action when KDLL learns that unlawful harassment has occurred. To do this, however, we need the cooperation of all employees. It is virtually impossible for management to know about all day-to-day interactions unless the employee brings problems like harassment to management's attention. No employee is expected to (or should) tolerate inappropriate harassing behavior in the workplace. If such behavior occurs the employee should make his or her feelings known to the offending employee. If the employee is not comfortable doing that, then they must promptly report any offending behavior, whether such behavior is directed towards them personally or to other KDLL employees, to their immediate supervisor, the General Manager or to the President of the Board of Directors.
- 12.5 Any employee who believes that he or she, or a coworker, has been harassed by another coworker, a supervisor, or by anyone else with whom an employee comes in contact in the workplace (e.g., salespersons, vendors or clients) must promptly report such incidents and the names of the individuals involved to their immediate supervisor, the General Manager or to the President of the Board of Directors.
- 12.6 KDLL will promptly and thoroughly investigate all claims of harassment. Persons with relevant information will be interviewed. After the investigation is completed, KDLL will share its findings with the complaining employee, the alleged harasser, and if appropriate, other employees directly concerned with the incident.
- 12.7 If an employee has brought a complaint to the appropriate person, as described above, and does not feel that the complaint was satisfactorily investigated or addressed, the complaint should be forwarded to the General Manager. Likewise, if the employee does not feel the General Manager satisfactorily investigated or addressed the complaint, the complaint should be forwarded to the President of the Board of Directors. If it is believed any of these officials was involved in the harassment, the complaint should go to the next higher level.
- 12.8 If, as a result of its investigation, KDLL concludes that unlawful harassment occurred, prompt and effective remedial action will be taken. This may include discipline of the harasser and other actions to remedy the effects of the harassment and prevent further harassment. It may even include termination of the harasser's employment. No action will be taken against any employee who in good faith files a complaint of harassment or assists in the investigation of such a complaint. Employees who believe they have been retaliated against for having reported harassment or participated in an investigation of a harassment complaint are urged to promptly notify any of the KDLL officials identified above.
- 12.9 Please contact the General Manager with any questions regarding this important policy. And remember, unlawful workplace harassment will not be tolerated at KDLL. No employee, supervisor, manager or officer has any authority on behalf of KDLL to engage in unlawful harassment at any time.

Section 13 **CONFLICT OF INTEREST**

- 13.1 Full-time employees may not accept outside employment or engage in freelance work that could have an adverse impact on KDLL.
- 13.2 Employees must inform the General Manager prior to undertaking any outside employment or freelance work. Employees must have the express permission of the General Manager before accepting any outside employment or freelance work in which their connection or identification with KDLL is a factor, this includes any other media agency.
- 13.3 All program material created by employees while working for KDLL or using KDLL facilities remains the property of KDLL, unless otherwise specified in a contract approved and signed by the General Manager.
- 13.4 Exceptions to this policy include work produced for APRN, NPR, and other programs KDLL carries, with prior notification and approval of the General Manager, and in the case of freelance work, such as reporting of breaking news stories, where time considerations make it impossible for prior approval. In such cases, employees may perform such freelance work as long as the General Manager is informed of the work, in writing, at the earliest possible opportunity. This written explanation must detail the circumstances surrounding the situation including efforts made to secure permission.
- 13.5 No employee will engage in any other employment whether public, private or self-employment, during scheduled working hours. KDLL property will not, without prior approval, be used in connection with outside employment.
- 13.6 Occasionally an outside organization may request the services of an employee for an extended period of time (e.g. a week). When such arrangements are approved, such work will be considered part of the employee's regularly scheduled work. In particular cases, upon request of the employee and approval by the General Manager, employees may be permitted to use annual leave to perform such work and may be permitted to accept any compensation offered by the outside organization. Such decisions will be made with consideration given to the individual employee's accrued leave, but always in the best interest of KDLL.

Section 14 **GIFTS AND GRATUITIES**

- 14.1 The acceptance of gifts and gratuities worth \$25 or more by an employee from persons or organizations doing business or desiring to do business with KDLL is prohibited. All gifts should be returned promptly to the donor with an explanation of KDLL's policy.

Section 15 **PROFESSIONAL DEVELOPMENT**

- 15.1 Because KDLL has an interest in providing for the ongoing professional development of its staff, information on training opportunities may be made available to staff. Employees wishing to take advantage of training opportunities should submit a written request that discusses how the training applies to their work-related strengths or weaknesses and what new skills, knowledge, or behaviors they expect to learn from the course, along with an itemized budget to their immediate supervisor who will recommend action to the General Manager.
- 15.2 Employees should remember that one of the basic goals of training program participation is to produce measurable changes in a trainee's on-the-job behavior that leads to improved performance or productivity. Employees should also keep in mind that completion of a training program does not automatically guarantee a promotion or salary increase.

Section 16 **TRAVEL**

16.1 **Out of Town**

- 16.1.1 KDLL will reimburse staff for authorized travel expenses directly related to the business purposes of the trip, (airfare or other mode of transportation, accommodation, meals, local transportation, conference fees and other necessary incidental expenses) provided such expenses are not part of the employee's regular daily activities. All staff travel (paid for by KDLL or not) for KDLL business purposes must have prior approval of the General Manager. Staff authorized to travel must submit for approval to their immediate supervisor. Travel expenses will be reimbursed upon presentation of gas/travel receipts. Mileage will be reimbursed at the current IRS standard mileage rate. Food expenses will be reimbursed up to a limit of \$50 per day.
- 16.1.2 All receipts are to be kept and submitted for all expenses. Staff may receive a travel advance when it is deemed necessary. Any overpayment of estimated expenses shall be returned to KDLL within five working days of the employee's return.
- 16.1.3 A final travel expense report, with receipts attached, shall be submitted to the immediate supervisor for approval prior to any reimbursement expenses within five working days of the employee's return.

Section 17 **NEPOTISM**

- 17.1 No person shall hold a job over which a member of his or her immediate family exercises direct supervisory authority. No employee of KDLL or member of his or her immediate family may hold a position on the Board of Directors.

Section 18 **SAFETY**

- 18.1 Employee safety depends on the safety consciousness of everyone. Always observe the special safety rules applicable in your work area, as well as the following general rules of safety:
 - 18.1.1 Report immediately any injury, safety hazard, or property needing repair to any supervisor or to the General Manager.
 - 18.1.2 Keep individual work area clean and orderly at all times.
 - 18.1.3 Comply with KDLL's smoking and drug and alcohol policies.
 - 18.1.4 Do not allow unauthorized persons to operate equipment or to have access to restricted areas.
 - 18.1.5 If assigned a job or task requiring protective clothing or equipment, use it. Do not dress in a way that might increase the risk of a job-related injury.
 - 18.1.6 Store all materials and equipment in their proper places.
 - 18.1.7 Do not run or engage in horseplay on work premises.
 - 18.1.8 Drive safely and courteously when operating a vehicle as part of work.
 - 18.1.9 If job duties include lifting heavy objects, do so with the appropriate equipment and/or assistance.
 - 18.1.10 Comply with all safety rules and procedures required by any of the contracts KDLL have with other companies.

Section 19 **ACCIDENTS AND ACCIDENT REPORTING**

- 19.1 If an employee is injured or suspect that he or she has been injured on the job, or if employee observes an accident on KDLL premises involving any other person, whether they are an employee or not, the employee must notify their immediate supervisor immediately regardless of how serious or minor it may seem the accident or injury to be. It is the supervisors' responsibility to help the employee evaluate the situation and assist in obtaining appropriate medical assistance, should that be necessary, and insuring that events are properly documented.
- 19.2 As soon as practical, but in no case later than 24 hours following an injury or suspected injury, an accident report form describing the circumstances surrounding the incident shall be completed. This form may be obtained from the employee's immediate supervisor. This report will permit KDLL to better assist the employee in obtaining insurance benefits if he or she qualifies for them. The employee must also comply with all accident reporting and occupational health and safety rules and procedures required by any of the contracts KDLL has with other companies.

Section 20 **COMPUTER AND E-MAIL USAGE**

- 20.1 Electronic mail, Internet access, and other electronic media and equipment are business tools that are provided by KDLL to employees to facilitate timely and efficient conduct of business. Employees are allowed to use these resources when necessary to serve our customers and conduct KDLL's business.
- 20.2 Use of the Internet must not disrupt operation of the company computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful.
- 20.3 **The use of these computer and electronic communications systems is not private or confidential.** KDLL reserves all rights, to the fullest extent permitted by applicable law, to review, audit, monitor, intercept, access and search these computer and electronic communications systems (including hard drives on KDLL-owned PCs) and electronic communications (including electronic mail and voice mail) transmitted or received through these computer and electronic communications systems at will, without prior notice, at any time and for any lawful reason, and to disclose selected contents without prior notice or other restrictions.
- 20.4 Computer files may not be password protected except for legitimate business reasons and only after prior authorization from the General Manager.
- 20.5 Messages sent through these systems remain the property of KDLL.
- 20.6 KDLL may monitor and record individual Internet usage (whether business or personal, utilizing KDLL computer and electronic communications systems), including sites visited and duration of use. KDLL may investigate and address apparent patterns of inappropriate use.
- 20.7 It is a violation of KDLL policy for any employee, including system administrators and supervisors, to intercept or access another KDLL employee's electronic mail, voice mail, or other electronic communications without authorization from the General Manager or President of the Board of Directors and a lawful and substantial business purpose for doing so.
- 20.8 The use of these computer and electronic communications systems is for current, active employees only.
- 20.9 Employees are prohibited from remotely accessing KDLL's computer and electronic communications systems without prior authorization and implementation of all security procedures required as part of such authorization.
- 20.10 All communications through these computer and electronic communications systems are subject to KDLL's anti-harassment policy. It is important that KDLL's computer and electronic communications systems are not used in any way that is disruptive, offensive to others, harmful to morale or otherwise improper. Receipt of any electronic communications perceived as harassing or inappropriate should be reported immediately to the General Manager.

- 20.11 KDLL disclaims responsibility for the content of electronic communications sent through its computer and electronic communications systems. While KDLL reserves the right to discipline for inappropriate use of e-mail and other computer and communications systems, it does not intend to routinely screen electronic communications in advance and cannot be responsible for their content.

Section 21 **SOFTWARE CONTROL**

- 21.1 Software is subject to ownership of, copyrights of and license agreements from software owners, vendors or licensees. The right (license) to use Software normally stipulates restrictions on copying, distribution and use. KDLL has adopted the policies set forth below to control the ordering, installation, copying and use of Software and to ensure that it and its employees do not infringe these copyrights or violate the terms and conditions of any of our license agreements with our vendors.
- 21.2 **Registration of Software:** All software installed on computer equipment owned by KDLL must be registered with the General Manager. Registration provides KDLL with software update notices and demonstrates its compliance with software licensing agreements.
- 21.3 **Discovery of Illegal Copies:** If, during any maintenance of computer equipment owned by KDLL, unauthorized or possibly infringing copies of software are discovered, the General Manager will notify the user of the software to remove infringing or unauthorized copies. If appropriate to meet KDLL's needs, the General Manager will arrange for acquisition of authorized copies of software.
- 21.4 **No Copying Permitted:** Employees may not make, possess, distribute or use any unauthorized or infringing copy of software. Employees will not make any copies of software without the express authorization of the General Manager.
- 21.5 **No Personal Software:** Employees may not install any personally owned software on KDLL's computer equipment unless specifically authorized by the General Manager. Such software shall be registered with and approved by the General Manager as personally owned.
- 21.6 **No KDLL Software to be taken home.** Employees may not make any copies of software owned or licensed by KDLL for personal use. Employees may not take any copies of software owned or licensed by KDLL off of KDLL's business premises without the express authorization of the General Manager.
- 21.7 **Control of Original Copies of Software:** The original copy of all software acquired by KDLL, or by any employee for use on KDLL equipment, will be kept by the General Manager. Normally, the working copy of the software will be installed on the intended user's hard disk. In the case where the software cannot be installed on a hard disk, the working copy will be kept by the intended user.
- 21.8 **No Lending:** Software shall not be loaned or transferred from one individual within KDLL to another without advising the General Manager so that records can be updated. Software shall not be loaned to any person or company outside of KDLL. Employees may not accept or use software from outside KDLL.

- 21.9 KDLL views software control as a serious matter. The unauthorized duplication, misappropriation or other improper use of software by employees may violate the copyrights of the owners of the software or place KDLL in breach of its license agreements with the owners of software, resulting in substantial penalties to KDLL.

Section 22 **COPYRIGHT AND TRADEMARK MATERIALS**

- 22.1 Employees may not engage in illegal or unauthorized use, copying, duplication or distribution of material, whether belonging to KDLL or third persons, which are subject to federal or state copyright or trademark law or which are subject to similar protections under common law.

Section 23 **COMMITTEES**

- 23.1 Staff committees have no power to contravene any provision of the by-laws, articles of incorporation, or personnel policies, to enter into any agreements binding the parties, or to resolve issues or disputes surrounding the implementation or interpretation of the by-laws, articles of incorporation or personnel policies. Matters requiring a modification will not be implemented until the Board of Directors has passed such an amendment.
- 23.2 No discussion or review of any matter by a committee will forfeit or affect the time frames of any dispute resolution procedure contained in the by-laws, articles of incorporation, or personnel policies. Issues that should be resolved through such procedures will be referred to and handled pursuant to that procedure. Matters which have been submitted to any formal dispute procedure or which are in litigation will not be discussed.

Section 24 **EMPLOYMENT AT WILL**

- 24.1 This statement of KDLL's personnel policies is provided for the information of employees, and, except as contained in these policies, does not confer any right or privilege.
- 24.2 These policies do not create a promise of employment for any length of time. KDLL is an at-will employer. This means that KDLL may terminate an employment relationship at any time with or without cause and that employees are free to resign their employment at any time, for any reason.
- 24.3 The personnel policies and procedures set forth in this document do not create a contract of employment, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between KDLL and any of its employees.
- 24.4 The personnel policies and procedures set forth herein, except for the policy of employment at will, may be amended or cancelled at any time at the discretion of KDLL, with or without notice.

Section 25 **TERMINATION**

- 25.1 Employment may be terminated by resignation, reduction in force, or dismissal. In every case, the party originating the separation must give the other party as much advance notice as possible.
- 25.2 **Resignation:** In case of resignation, employees should give at least two weeks' notice. Both parties may agree upon shorter or longer notice.
- 25.2.1 After submitting a letter of resignation, leave time cannot be used to extend the employee's separation date. Nor can leave time be taken on an employee's last date of employment.
- 25.3 **Reduction in Force:** Separation because of reduction in force will be preceded by all possible advance notice. Employees laid off will be first notified if positions reopen.
- 25.4 **Dismissal:** Although all employment at KDLL is "AT WILL," there are two types of involuntary termination of regular (non-introductory) employees, depending upon the seriousness of the infractions. (Employees in new-hire introductory status may be discharged at will.)
- 25.4.1 **Immediate Dismissal:** Any regular employee or volunteer found to have committed a serious employment infraction is subject to immediate dismissal. A serious employment infraction is any serious misconduct by the employee which warrants immediate termination, including but not limited to theft from KDLL or others, gross insubordination, intentional destruction of KDLL property, harassment, violation of FCC rules and regulations, being impaired by alcohol or drugs while at work, or job abandonment.
- 25.4.2 **Dismissal Following Progressive Discipline:** Other misconduct and poor job performance is generally handled through progressive discipline. That discipline may, but need not, include:
- Oral reprimand
 - Oral & written reprimand and/or
 - Dismissal
- 25.4.3 The level of discipline imposed will depend upon the nature of the misconduct and/or poor job performance and the employee's work record, as determined by KDLL.
- 25.4.4 The object of progressive discipline is to put the employee on notice of the shortcomings in his or her performance and to allow a reasonable opportunity for improvement. Failure to make adequate improvement after notice is ground for dismissal.

Section 26 **ARBITRATION OF TERMINATION GRIEVANCES**

- 26.1 KDLL recognizes that occasionally an employee whose employment has been terminated may feel that his or her employment was terminated wrongfully. KDLL wishes to avoid the time and expense of such litigation, while affording aggrieved former employees a forum and legal mechanism for promptly and inexpensively resolving such claims. For those reasons, KDLL urges each employee covered by the personnel policies and each former employee who was covered by the personnel policies to submit their wrongful termination claims to final and binding arbitration as provided herein. Arbitration will be the exclusive means for resolving such wrongful termination claims.
- 26.2 The following arbitration procedures are a matter of contract between KDLL and covered employees and former employees. These arbitration provisions are enforceable by either party under the Alaska Uniform Arbitration Act, Alaska Statute 09.43.010-09.43-180, which are incorporated here by reference.

26.3 **Commencement of the Arbitration**

- 26.3.1 The arbitration procedure is a matter of contract between KDLL and its employees. Within 60 calendar days after employment with KDLL is terminated, or the date from the wrongful termination complaint, whichever is later, the aggrieved former employee shall commence the arbitration by serving written notice on the General Manager that arbitration of the termination is demanded. KDLL will then write to the American Arbitration Association ("AAA") to open the case and to request a list of qualified labor arbitrators who are preferably residents of the State of Alaska.
- 26.3.2 The former employee and KDLL will select an arbitrator pursuant to the AAA's Model Employment Arbitration Procedures for resolving employment disputes, which are incorporated by this reference. The former employee is free to contact the AAA for assistance.

American Arbitration Association

811 First Avenue, Suite 200
Seattle, WA 98104-1455
(206) 622-6435

- 26.4 **Claims Covered and Not Covered:** All claims related to or arising out of termination of the former employee's employment with KDLL must be submitted to arbitration. This includes, without limitation, all claims for breach of contract (whether oral or written, express or implied), for breach of the implied covenant of good faith and fair dealing, for termination in violation of public policy, for retaliatory discharge, and all other so-called "wrongful termination" claims of whatever nature, whether based on contract or tort. This agreement to arbitrate does not apply to statutory claims including, but not limited to, claims for workers compensation benefits, for unemployment compensation, for pension or other benefits-related claims, for employment discrimination, and for violation of applicable federal or state wage and hour laws.

- 26.5 **Time and Place of Hearing:** KDLL will provide a private hearing room suitable for conducting the arbitration, at no expense to the former employee. If that is unacceptable, the former employee will obtain another suitable location for the arbitration at his or her expense. The parties and the arbitrator will endeavor to agree upon a mutually acceptable date and time for the hearing; it being KDLL's preference that the hearing is held no later than 30 days after the arbitrator is selected. If the parties cannot agree, the arbitrator will select the date and time for the hearing.
- 26.6 **Attorneys:** The parties are not required to be represented by counsel at the arbitration hearing, but each party has the right to be represented by counsel at his or her own expense.
- 26.7 **Arbitrator's Authority and Duties:** In deciding the case, the arbitrator shall be bound by the personnel policies, as hereafter amended. The arbitrator shall render a written decision (explaining his or her findings and reasoning) and award within 30 days of closure of the hearing. The arbitrator's decision and award shall be final and binding upon the parties, provided, however, the arbitrator does not have authority to modify, amend, ignore or otherwise act contrary to any provision of the personnel policies. If the arbitrator finds KDLL acted within its rights, the termination grievance will be denied. If the arbitrator finds the employee was wrongfully discharged, he or she may order the employee reinstated with or without back pay and benefits, as is appropriate in the circumstances.
- 26.8 **Costs:** KDLL agrees that in return for employee's agreement to arbitrate the claims covered by this policy, KDLL shall pay all of the costs of the arbitration, including fees and costs charged by the AAA and the arbitrator, unless the arbitrator determines that the employee's claims were frivolous or vexatious. If the latter, the arbitrator shall award all or a portion of those costs against the non-prevailing party. All other costs and attorney's fees shall be borne by the party incurring them.
- 26.9 **Time Limits:** Time limits for commencing wrongful termination arbitration are important. If the employee fails to commence the arbitration within 60 days of termination of employment, the employee's claims will be considered waived and will be time barred. KDLL is not required to respond to any wrongful termination arbitration initiated after 60 days. KDLL may request the dismissal of any wrongful discharge litigation not processed in conformance with this arbitration of termination grievances provision.

Section 27 **GRIEVANCE PROCEDURE**

27.1 It is important that grievances be resolved promptly. To that end, employees are strongly encouraged to present grievances as soon as they are aware of them. Employees should discuss the grievance informally with their immediate supervisor as soon as they become aware of the facts or circumstances on which the grievance is based. Employees will have 10 working days in which to present the formal grievance to Step 1 after the employee becomes aware of the facts and circumstances of the grievance. The employee will have five working days in which to appeal a decision from one-step to the next. Similarly, a decision must be rendered by KDLL within five working days for step 1 and step 2 and 15 working days for step 3 of the process.

- Step 1: Formally present the problem or concern to the immediate supervisor. If the complaint directly concerns the immediate supervisor, the employee should initiate the process at the second step.
- Step 2: If dissatisfied with the immediate supervisor's decision, the employee may appeal the decision to the General Manager who will review the problem with the supervisor and employee. At this stage, the complaint should be in writing and should be specific. It will be formally reviewed at a hearing chaired by the General Manager.
- Step 3: In the event that the General Manager's decision is not satisfactory to the employee, the employee may appeal the decision to the Board of Directors of KDLL, whose decision on the matter will be final.

Section 28 **SEVERANCE PAY/NOTICE**

28.1 Severance pay may be given in lieu of notice of termination to regular full-time and part-time employees who have been on the KDLL payroll three months or longer and who are being terminated by layoff or inability to perform their jobs. Employees who resign or are terminated for misconduct will not receive severance benefits.

28.2 Severance pay or notice is calculated as follows:

Term of Employment	Severance Pay or Notice
0-3 Months	None
3 Months and up	2 weeks

28.3 Severance will not be given twice for the same period of employment. If an employee is paid severance pay and then rehired, the initial service time will not be counted in computation of severance pay if the employee is terminated a second time.

28.4 Any combination of severance notice and pay may be given by KDLL.

Section 29 **SEPARABILITY AND SAVINGS**

- 29.1 If any article/section or part of an article/section of this policy should be decided by a court of competent jurisdiction to be in violation of any federal, state, or local law, or if adherence to or enforcement of an article/section or part of an article/section should be restrained by a court of law, or if any section or article should be found not in compliance with federal regulations where compliance is required as a condition for the receipt and expenditure of federal funds, the remaining articles/sections of the policy shall not be affected and the employer shall convene immediately for the purpose to discuss a satisfactory replacement.

Employee Acknowledgement and Agreement

I hereby certify that I have received and read a copy of the KDLL personnel policies ("Handbook"), understand the office policies listed herein, and agree to abide by all policies listed herein.

I further acknowledge that I have received a photocopy of this Handbook for my own records and that the original copy of this Acknowledgement and Agreement will be placed in my personnel file.

I understand that this Handbook is intended to provide an overview of personnel policies, that it is not an employment contract, that it does not create any express or implied employment contractual obligation, and that the Board of Directors of KDLL may at any time add, change, rescind, eliminate, or revise the contents of this Handbook at its sole discretion and without my prior knowledge, consent, or approval.

I understand that my employment and compensation are for no fixed term and that I can be terminated by KDLL or its Board of Directors at any time with or without cause or notice. Likewise, I may resign at any time for any reason or for no reason upon giving two weeks' notice.

I further understand and agree that no person other than the Board of Directors acting through a resolution has authority to enter into any written or oral agreement different from what is stated herein.

Employee Name (Print) _____

Employee Signature _____ **Date** _____

Supervisor Name (Print) _____

Supervisor Signature _____ **Date** _____