

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

Effective February 26, 2015

<b>SECTION 1 WELCOME .....</b>	<b>1</b>
<b>SECTION 2 INTRODUCTION .....</b>	<b>1</b>
<b>SECTION 3 INTENT .....</b>	<b>1</b>
<b>SECTION 4 CATEGORIES OF PERSONNEL .....</b>	<b>1</b>
<b>SECTION 5 WORK WEEK .....</b>	<b>3</b>
<b>SECTION 6 POSITION DESCRIPTIONS .....</b>	<b>3</b>
<b>SECTION 7 HIRING .....</b>	<b>3</b>
<b>SECTION 8 RECRUITMENT .....</b>	<b>3</b>
<b>SECTION 9 INITIAL EMPLOYMENT PERIOD .....</b>	<b>3</b>
<b>SECTION 10 COMPENSATION .....</b>	<b>4</b>
<b>SECTION 11 LEAVE .....</b>	<b>5</b>
<b>SECTION 12 CONFLICT OF INTEREST .....</b>	<b>7</b>
<b>SECTION 13 GIFTS AND GRATUITIES .....</b>	<b>8</b>
<b>SECTION 14 PROFESSIONAL DEVELOPMENT .....</b>	<b>9</b>
<b>SECTION 15 TRAVEL .....</b>	<b>9</b>
<b>SECTION 16 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION .....</b>	<b>10</b>
<b>SECTION 17 PERSONNEL RECORDS .....</b>	<b>10</b>
<b>SECTION 18 NEPOTISM .....</b>	<b>10</b>
<b>SECTION 19 PERFORMANCE REVIEW .....</b>	<b>10</b>
<b>SECTION 20 SAFETY .....</b>	<b>11</b>
<b>SECTION 21 ACCIDENTS AND ACCIDENT REPORTING .....</b>	<b>11</b>
<b>SECTION 22 COMPUTER AND E-MAIL USAGE .....</b>	<b>11</b>
<b>SECTION 23 SOFTWARE CONTROL .....</b>	<b>13</b>
<b>SECTION 24 COPYRIGHT AND TRADEMARK MATERIALS .....</b>	<b>14</b>
<b>SECTION 25 COMMITTEES .....</b>	<b>14</b>
<b>SECTION 26 GRIEVANCE PROCEDURE .....</b>	<b>15</b>
<b>SECTION 27 ANTI- HARASSMENT .....</b>	<b>15</b>
<b>SECTION 28 TERMINATION .....</b>	<b>17</b>
<b>SECTION 29 ARBITRATION OF TERMINATION GRIEVANCES .....</b>	<b>18</b>
<b>SECTION 30 SEVERANCE PAY/NOTICE .....</b>	<b>20</b>
<b>SECTION 31 SEPARABILITY AND SAVINGS .....</b>	<b>21</b>

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

Section 1 **WELCOME**

- 1.1 The Board of Directors of Pickle Hill Public Broadcasting, Inc. 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.

Section 2 **INTRODUCTION**

- 2.1 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 it delegates the responsibility for the administration of personnel policies.

Section 3 **INTENT**

- 3.1 This policy applies to all employees of KDLL.

Section 4 **CATEGORIES OF PERSONNEL**

- 4.1 Regular Full -Time Employee

- 4.1.1 Exempt Employees: Executive, Administrative, and Professional Employee Status. The following employees are not required to be paid overtime at the rate of time and one-half of their regular rate of pay for all hours worked beyond 8 hours per day or 40 hours a week in accordance with applicable federal and state wage and hour laws and are exempt from the overtime compensation requirements of the Fair Labor Standards Act and the Alaska Wage & Hour Act if each of the following criteria is satisfied:

4.1.1.1 Executive Employee means an employee:

- whose primary duty consists of the management of the enterprise in which s/he is employed or of a customarily recognized branch, department, or subdivision of the enterprise;
- who customarily and regularly directs the work of two or more other employees;
- who has the authority to hire or fire or effect any other change of status of other employees or whose suggestions or recommendations regarding these kinds of changes are given particular weight;
- who customarily and regularly exercises discretionary authority;
- and
- who is compensated on a salary basis at the rate of not less than \$155 per week.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

4.1.1.2 Professional Employee means an employee:

- whose primary duty is to perform work requiring knowledge of an advanced type in a field of science or learning; and
- whose work requires the consistent exercise of discretion and judgment in its performance; and
- is predominantly intellectual and varied in character (as opposed to routine, manual, mechanical, or physical work) and is of such character that the output produced or the result accomplished cannot be standardized on a time basis; and
- is compensated on a salary or fee basis at a rate of not less than \$170 per week

4.1.1.3 Administrative Employee means an employee:

- whose primary duty consists of work directly related to management policies or supervising the general business operations of his/her employer;
- who customarily and regularly exercises discretion and independent judgment;
- who performs his/her work under only general supervision;
- who is paid on a salary or fee basis at a rate of not less than \$155 per week;
- who regularly and directly assists a proprietor or an exempt executive employee of the employer

4.1.2 Non-exempt Employees: Hourly workers or all other full-time employees. They are not exempt from provisions of the Alaska Wage and Hour Act of the State of Alaska, and are required to be paid overtime at the rate of time and one-half of their regular rate of pay for all hours worked beyond a 40-hour week, or 8 hours per day as required by applicable federal and state wage and hour laws. At the mutual option of the employee and KDLL, a flexible hour plan may be established. Overtime work must be approved in advance by the supervisor and is compensated at time and a half. Job descriptions will designate non-exempt employees.

- 4.2 Regular Part -Time Employee: These employees who regularly work 20 or more hours per week are eligible for all benefits outlined in this policy in proportion to the full-time compensation rate, unless otherwise specified. Exempt and non-exempt employees are defined above.
- 4.3 Temporary Employee: Temporary employees are expected to be hired for a period not more than six months. Temporary employees are not eligible for any of the benefits outlined in this policy except where such is designated in the hiring letter. Interns are considered temporary employees. In a case where a temporary employee works beyond six months, the employee will be eligible to earn certain benefits on the first day following six months of service.
- 4.4 Contractors: Contractors are 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.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

4.5 Volunteers: Volunteers work without compensation for KDLL and at the pleasure of the organization. They are not eligible for employee benefits.

Section 5 **Work Week**

5.1 The regular workweek of KDLL is Sunday through Saturday (7 days). KDLL's administrative hours of operation are 8:30 a.m. until 6:00 p.m. Monday through Friday.

Section 6 **POSITION DESCRIPTIONS**

6.1 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 supervisor at the time of evaluations. All job descriptions will be kept current.

Section 7 **HIRING**

7.1 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.

7.2 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 one pay period in advance of the pay period in which the change will take effect.

Section 8 **RECRUITMENT**

8.1 Special efforts will be made to advertise positions in media likely to reach substantial populations of minorities and women and will assure that positions that are federally funded will follow the appropriate guidelines.

Section 9 **INITIAL EMPLOYMENT PERIOD**

9.1 Every new employee is an introductory employee for 180 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.

9.2 Employees in their initial (post-hire) introductory status may be discharged without cause, at KDLL's sole discretion.

9.3 Leave earned during the initial 180 day employment period will be forfeited and is not subject to severance or cash-out.

9.4 An employee who is promoted or transferred is subject to a 90-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.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

Section 10 **COMPENSATION**

10.1 Payroll

10.1.1 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 weekday prior.

10.2 Deductions

10.2.1 Deductions are made for federal and state withholding as required by law and other court mandated deductions.

10.3 Group Health Insurance

10.3.1 KDLL maintains a group health insurance policy for all regular employees and pays 100% of the cost of such insurance for full-time employees. An employee must work at least 30 hours per week to be eligible for health and dental insurance. For employees working less than 40 hours per week, KDLL will pay a pro-rated percentage of such coverage for part-time employees based on the employee's full-time equivalent (e.g., .75 FTE pays 25% of health insurance; KDLL pays 75%) provided the employee wishes to join the KDLL group plan, and the insurance policy allows for such participation.

10.3.1.1 Coverage for dependents is provided and employees are responsible for the expense. The General Manager will periodically review the insurance package and will have the responsibility of obtaining maximum benefits for employees within budgetary guidelines. New employees will be eligible for health insurance on the first month following completion of the first 30 days of employment.

10.4 Each employee is covered by Worker's Compensation and unemployment insurance as required by law.

10.5 Holidays

- 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)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)

10.5.1 When one of these holidays falls on a Saturday or Sunday, the following Monday is considered a holiday. Holidays that occur during an employee's vacation do not count against the total vacation time to which the employee is entitled.

10.5.2 A non-exempt KDLL employee who is required to work on a designated holiday will earn 1.5 times the normal rate of pay or will be given 1.5 days off during the week immediately preceding or succeeding the holiday in lieu of the date on which the holiday falls. The immediate supervisor will determine this.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

## 10.6 Overtime for Special Productions

- 10.6.1 Non-exempt employees will receive a minimum of (2) hour's compensation, portal to portal, for required work performed outside of normal business hours and on weekends for special programming outside of the normal KDLL program schedule. In such cases, prior approval must be given and the supervisor will designate the overtime approval as "special programming" in advance of the performed work. If overtime is caused by an emergency, the employee is expected to contact his or her supervisor to discuss the overtime situation as soon as it is convenient after the emergency.

## Section 11 **LEAVE**

### 11.1 Annual Leave

- 11.1.1 Regular employees earn vacation time for each completed month of consecutive employment as follows:

#### 11.1.1.1 Full-Time Employees:

- 1 - 3 years of service - 48 hours (4 hours per month) of annual personal leave.
- After 3 years of service - 96 hours (8 hours per month) of annual personal leave.

#### 11.1.1.2 Part-Time Employees:

- Part-time employees earn a percentage of annual leave proportional to the numbers of hours worked. The same principle applies when calculating maximum accrual of annual leave and the amount of unused annual 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 annual leave allowed for full-time employees).

- 11.1.2 Annual 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.
- 11.1.3 Annual leave may not be used for any period to extend longer than 14 consecutive calendar days without the expressed consent of the General Manager.
- 11.1.4 If you are classified as a full-time employee and you work less than 40 hours per week, your annual leave will be based on a percentage proportional to the number of hours worked. If you work over 40 hours, annual leave will not be accrued beyond the maximum allowed hours per pay period.

### **KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

- 11.1.5 Full-time employees are allowed to accrue up to a maximum of 200 hours of annual leave. Up to 80 hours of unused annual leave will be paid as part of severance upon termination of employment with KDLL.
- 11.1.6 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.

## 11.2 Medical Leave

- 11.2.1 Regular full-time employees earn medical leave for each completed month of consecutive employment at a rate of 7 hours per month, or 84 hours per year. Part-time employees earn a percentage of medical leave proportional to the number of hours worked. You can accumulate up to 240 hours of medical leave. Any accumulated medical leave in excess of 240 hours must be forfeited at the end of the year. Medical leave shall not be paid as part of severance pay or upon termination of employment. Should medical leave be used for more than three consecutive days, the employee may be required to provide a letter from the doctor treating the employee which outlines the nature of the illness and estimates the date on which the employee will be able to return to work.
- 11.2.2 If you are classified as a full-time employee and you work less than 40 hours per week, your medical leave will be based on a percentage proportional to the number of hours worked. If you work over 40 hours, medical leave will not be accrued beyond the maximum allowed hours per pay period
- 11.2.3 Medical leave information will be provided to each employee in writing not less than once a month including accumulated medical leave, medical leave used, and balance remaining. Medical leave may be taken for personal illness, outpatient visits or illness of a child, spouse or significant other.
- 11.2.4 In case of birth or adoption of a child, employees may use accrued medical and annual leave. At the employee's option, leave without pay may be taken. Employees may take up to 12 weeks of leave. Requests for leave in the event of birth or adoption whether it be medical leave, annual leave, or leave without pay will not be denied for a period of 2 weeks prior to birth or adoption of a child and for 6 weeks after.

## 11.3 Leave of Absence

- 11.3.1 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.

### **KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors



11.3.2 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. 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. Personal LWOP should not be requested and will not be granted until all annual and sick leave has been exhausted.

11.3.3 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.

#### 11.4 Funeral Leave

11.4.1 In the case of a death in an employee's immediate family, an employee may request a reasonable paid leave of not more than three working days. Immediate family includes son, daughter, mother, father, sister, brother, spouse/spousal equivalent, and stepparent or other relative who raised the employee. 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 C above.

#### 11.5 Jury Duty

11.5.1 Employees notified to report for jury duty should tell their supervisors promptly. If an employee does not request or is not granted exemption from jury duty, he or she will receive paid leave for up to two weeks while on jury duty, less all sums paid him or her by the court. Employees should track fees that they receive for jury duty from the court. If an employee is called for jury duty and excused during regular working hours, the employee is expected to return to work.

### Section 12 **CONFLICT OF INTEREST**

12.1 Regular, full-time KDLL employees may not accept outside employment or engage in freelance work that could have an adverse impact on KDLL. KDLL employees must inform the General Manager prior to undertaking any outside employment or freelance work. Employees must have the express written 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.

12.2 The only exception to this policy is 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.

12.3 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.

#### **KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

12.4 Sale of program material is a source of income for KDLL. Occasionally, another media organization may wish to purchase program material produced by a KDLL employee. Therefore, upon advance approval of the General Manager, the following percentages of payments will be made to the employee upon sale of program material:

- 50% - Where the outside organization is purchasing material produced by the employee as part of the employee's regularly scheduled work;
- 75% - Where the outside organization is purchasing material produced on the employee's own time, but where facilities of KDLL are used or where portions of such material were generated as part of the employee's regularly scheduled work;
- 100% - Where the outside organization is purchasing material produced on the employee's own time, where no KDLL facilities are used, and where none of the material was generated as part of the employee's regularly scheduled work.

12.4.1 The General Manager, after seeking the recommendation of the employee's immediate supervisor, will determine the percentage of compensation for the employee. Employees do not receive fees for stories produced for regular KDLL programs unless the production of such a story is not part of the employee's regular job duties and the provision of a fee is approved in advance.

12.5 Occasionally an outside organization may request the services of a KDLL 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.

12.6 In all cases, any payments to KDLL employees by outside media organizations with whom KDLL does business and from whom KDLL regularly receives payments must be made to KDLL, who will, in turn, compensate the employee accordingly, and always in a timely manner. In no case will KDLL employees receive direct payments from such media organizations.

### Section 13 **GIFTS AND GRATUITIES**

13.1 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.

13.2 In connection with the production or preparation of programs or material for broadcast, employees should not accept or agree to accept, directly or indirectly, any money, service or valuable consideration without obtaining prior approval from the General Manager.

#### **KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

Section 14 **PROFESSIONAL DEVELOPMENT**

- 14.1 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 on a regular basis. 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.
- 14.2 KDLL will reimburse employees for the tuition and mandatory fees, but not for the expense of books, incurred in taking job-related courses. One-half tuition may be taken in advance and one-half of the reimbursement will be paid upon successful completion of the course. "Successful completion" means that the employee must receive a grade of "C" or better. The employee should bring a copy of the transcript for his/her personnel file. If the employee doesn't complete the course or doesn't get a grade "C" or better, he/she must pay back the one-half tuition received in advance. KDLL does not pay for auditing classes, but it may consider a "pass-fail" arrangement if the employee already has a degree in the subject area. Approval for a pass-fail tuition reimbursement has to be given by the General Manager. To qualify for reimbursement, all course work must be job-related, and the General Manager must approve the worker's participation before registration. If an employee is enrolled in a degree program, KDLL will only reimburse tuition and mandatory fees for those classes that are directly related to the employee's job. Employees who have not completed their probationary period are not eligible for tuition reimbursement.
- 14.3 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 15 **TRAVEL**

- 15.1 Out of Town
  - 15.1.1 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 a travel form to their immediate supervisor. Travel expenses will be reimbursed upon presentation of gas/travel receipts; food expenses will be reimbursed up to a limit of \$50 per day.
  - 15.1.2 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.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

15.1.3 A final travel expense report, with receipts attached, shall be submitted to the immediate supervisor for approval prior to any reimbursement expenses within 5 working days of his or her return.

15.2 Local

15.2.1 KDLL will reimburse staff for authorized local travel expenses requested by their supervisors. Mileage will be reimbursed at the current IRS standard mileage rate. Itemized mileage reports must be submitted to the immediate supervisor for approval at the end of each pay period.

Section 16 **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

16.1 It is the policy of KDLL to recruit, hire and promote for all job 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 17 **PERSONNEL RECORDS**

17.1 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 and payment of reasonable photocopy charges, may obtain copies of his or her personnel files and other personnel records.

Section 18 **NEPOTISM**

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

Section 19 **PERFORMANCE REVIEW**

19.1 The performance review is a discussion between the employee and the supervisor during which the employee's performance is evaluated.

19.2 A performance review is held with each employee at least once a year. All newly hired, transferred, or promoted employees' performance will be reviewed at the end of six months after their date of hire. A performance review will be made for all employees annually near the anniversary of hire. A written report will be made available to the employee and placed in his or her personnel file. 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.

19.3 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.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

Section 20 **SAFETY**

- 20.1 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:
- 20.2 Report immediately any injury, safety hazard, or property needing repair to your supervisor or to the General Manager.
- 20.3 Keep your individual work area clean and orderly at all times.
- 20.4 You must comply with KDLL's smoking and drug and alcohol policies.
- 20.5 Do not allow unauthorized persons to operate equipment or to have access to restricted areas.
- 20.6 If you are 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.
- 20.7 Store all materials and equipment in their proper places.
- 20.8 Do not run or engage in horseplay on work premises.
- 20.9 Drive safely and courteously when operating a vehicle as part of work.
- 20.10 If your job duties include lifting heavy objects, do so with the appropriate equipment and/or assistance.
- 20.11 You must also comply with all safety rules and procedures required by any of the contracts KDLL have with other companies.

Section 21 **ACCIDENTS AND ACCIDENT REPORTING**

- 21.1 If you are injured or suspect that you have been injured on the job, or if you observe an accident on KDLL premises involving any other person, whether they are a KDLL employee or not, you must notify your supervisor immediately regardless of how serious or minor you may believe the accident or injury to be. It is their responsibility to help you evaluate the situation and assist you or the other person in obtaining appropriate medical assistance, should that be necessary, and insuring that events are properly documented.
- 21.2 As soon as practical, but in no case later than 24 hours following your injury or suspected injury, you must complete an accident report form describing the circumstances surrounding the incident. You may obtain this form from your supervisor. This report will permit us to better assist you in obtaining insurance benefits if you qualify for them. You 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 22 **COMPUTER AND E-MAIL USAGE**

- 22.1 KDLL maintains computer and electronic communication systems to provide communications for its employees and the public and for other business purposes. These systems include computers, software, electronic mail, copiers, fax machines, telephones, voice mail, surface messengers, communication tools and various online services such as Internet access.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

- 22.2 The use of these computer and electronic communications systems is for business only. Incidental and occasional use of these computer and electronic communications systems, including Internet access and electronic mail, for personal use is permitted only on a limited, non-commercial basis
- 22.3 KDLL's electronic mail and other computer and electronic communications systems must not be used for the following purposes:
- Sending unauthorized communications under another person's identity or password, such that the true identity of the sender is concealed,
  - Participating in chain letters,
  - Transmitting copies of documents in violation of copyright laws,
  - "Moonlighting",
  - Promotion of illegal products or of lawful products in an illegal manner,
  - Transmitting or intentionally receiving electronic communications or other written or pictorial material of a harassing, offensive or defamatory nature, including materials which are obscene or pornographic, and accessing Internet sites which contain such materials,
  - Trading in securities in any fashion, including day trading.
- 22.4 **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. Computer files may not be password protected except for legitimate business reasons and with prior authorization from the General Manager. Messages sent through these systems remain the property of KDLL. In addition, 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.
- 22.5 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 and a lawful and substantial business purpose for doing so.
- 22.6 It is a violation of KDLL policy to tamper with or modify electronic communications where you are not the originator so as to deceive others. Employees found to have engaged in such "tampering" will be disciplined appropriately and may be terminated.

#### **KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

- 22.7 The use of these computer and electronic communications systems is for current, active employees only. Your network password must not be disclosed to anyone to insure network security. Passwords should not include names of spouses, children, pets, birthdays or other similar information because these can be easily guessed, thus compromising network security. If virus-checking software is installed on an employee's computer, it must be configured to run at all times the computer is turned on.
- 22.8 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.
- 22.9 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.
- 22.10 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 23 **SOFTWARE CONTROL**

- 23.1 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.
- 23.2 Registration of Software: All software installed on computer equipment owned by KDLL must be registered with the designated Systems Manager. Registration provides KDLL with software update notices and demonstrates its compliance with software licensing agreements.
- 23.3 Discovery of Illegal Copies: If, during any maintenance of computer equipment owned by KDLL, unauthorized or possibly infringing copies of software are discovered, the Systems Manager will notify the user of the software to remove infringing or unauthorized copies. If appropriate to meet KDLL's needs, the Systems Manager will arrange for acquisition of authorized copies of software.
- 23.4 No Copying Permitted. KDLL employees may not make, possess, distribute or use any unauthorized or infringing copy of software. KDLL employees will not make any copies of software without the express authorization of the Systems Manager.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

- 23.5 No Personal Software. KDLL employees may not install any personally owned software on KDLL's computer equipment unless specifically authorized by the Systems Manager. Such software shall be registered with and approved by the Systems Manager as personally owned.
- 23.6 No KDLL Software to be taken home. KDLL employees may not make any copies of software owned or licensed by KDLL for personal use. KDLL 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 Systems Manager.
- 23.7 Control of Original Copies of Software: The original copy of each software acquired by KDLL, or by any KDLL employee for use on KDLL equipment, will be kept by the Systems Manager, or 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.
- 23.8 No Lending: Software shall not be loaned or transferred from one individual within KDLL to another without advising the Systems Manager so that records can be updated. Software shall not be loaned to any person or company outside of KDLL. KDLL employees may not accept or use software from outside KDLL.
- 23.9 KDLL views software control as a serious matter. The unauthorized duplication, misappropriation or other improper use of software by KDLL 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 24 **COPYRIGHT AND TRADEMARK MATERIALS**

- 24.1 KDLL 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 25 **COMMITTEES**

- 25.1 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.
- 25.2 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.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors



Section 26 **GRIEVANCE PROCEDURE**

26.1 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. You should discuss the grievance informally with your immediate supervisor as soon as you become aware of the facts or circumstances on which the grievance is based. You will have 10 working days in which to present the formal grievance to Step 1 after you become aware of the facts and circumstances of the grievance. You will have five working days in which to appeal a decision from one step to the next. Similarly, a decision must be rendered within five working days for step 1 and step 2 and 15 working days for step 3 of the process.

- Step 1: You should now formally present the problem or concern to your supervisor. If the complaint directly concerns your supervisor, you should initiate the process at the second step.
- Step 2: If dissatisfied with your supervisor's decision, you will have five days to appeal the decision to the General Manager who will review the problem with the supervisor and you. 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, you will have five days to appeal the decision to the Board of Directors of KDLL, whose decision on the matter will be final.

Section 27 **ANTI- HARASSMENT**

27.1 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 possible 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.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

- 27.2 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.
- 27.3 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.
- 27.4 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 of your day-to-day interactions unless you bring problems like harassment to management's attention. No employee is expected to (or should) tolerate inappropriate harassing behavior in the workplace. You should make your feelings known to the offending employee. But if you are not comfortable doing that, then you must promptly report any offending behavior, whether such behavior is directed towards you personally or to other KDLL employees, to your supervisor, KDLL's General Manager or to the President of KDLL's Board of Directors.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

- 27.5 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 the General Manager or to the President of KDLL's Board of Directors. 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. If you have brought a complaint to your supervisor and you do not feel that the complaint was satisfactorily investigated or addressed, you should then take the complaint to the General Manager. Likewise, if you do not feel the General Manager satisfactorily investigated or addressed your complaint, you should take the complaint to the President of the KDLL Board of Directors. If you believe any of these officials was involved in the harassment, you should take your complaint to the next higher level.
- 27.6 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.
- 27.7 Please contact the General Manager if you have any questions at all 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 28 **TERMINATION**

- 28.1 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.
- 28.2 Resignation
- 28.2.1 In case of resignation, employees will give at least two weeks' notice. Both parties may agree upon shorter or longer notice.
- 28.3 Reduction in Force
- 28.3.1 Separation because of reduction in force will be preceded by all possible advance notice. Employees laid off will be first notified if positions reopen.
- 28.4 Dismissal
- 28.4.1 There are two types of involuntary termination of regular (non-introductory) employees of KDLL, depending upon the seriousness of the infractions. (Employees in new-hire introductory status may be discharged at will.)

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

28.4.1.1 Immediate Dismissal: Any regular employee 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 or job abandonment.

28.4.1.2 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

28.4.2 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. 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.

28.4.3 As used here, the word "cause" means a reason that is not arbitrary, capricious, or illegal and which is based on facts (1) supported by substantial evidence and (2) reasonably believed by KDLL to be true. Cause includes all of those business reasons for which an employee may be disciplined or discharged, including, but not limited to, unsatisfactory job performance, lack of honesty, punctuality or sobriety, insubordination, theft, destruction of company property, illegal conduct (on or off the job), conduct which damages the reputation or business interests of KDLL, lack of work, lack of funding, and other legitimate business reasons.

## Section 29 **ARBITRATION OF TERMINATION GRIEVANCES**

29.1 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 KDLL 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.

### **KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

## 29.2 Commencement of the Arbitration

- 29.2.1 The arbitration procedure is a matter of contract between KDLL and its employees. Within sixty (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.
- 29.2.2 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.

## 29.3 Claims Covered and Not Covered

- 29.3.1 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.

## 29.4 Time and Place of Hearing

- 29.4.1 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.

## 29.5 Attorneys

- 29.5.1 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.

### **KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

29.6 Arbitrator's Authority and Duties

29.6.1 In deciding the case, the arbitrator shall be bound by the KDLL Personnel Policies, as hereafter amended. The arbitrator shall render a written decision (explaining his or her findings and reasoning) and award within thirty (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 KDLL 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.

29.7 Costs

29.7.1 KDLL agrees that in return for your 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 your 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.

29.8 Time Limits

29.8.1 Time limits for commencing wrongful termination arbitration are important. If the employee fails to commence the arbitration within sixty (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 sixty days. KDLL may request the dismissal of any wrongful discharge litigation not processed in conformance with this arbitration of termination grievances provision.

Section 30 **SEVERANCE PAY/NOTICE**

30.1 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 six 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.

30.2 Severance pay is calculated as follows:

Term of Employment	Severance Notice or Pay
0-6 Months	None
6 Months and Up	2 Weeks Maximum

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

- 30.3 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.
- 30.4 Any combination of severance notice and pay may be given by KDLL.

Section 31 **SEPARABILITY AND SAVINGS**

- 31.1 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.

**KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors

## EMPLOYEE ACKNOWLEDGMENT

I acknowledge receipt of the Pickle Hill Public Broadcasting, Inc. Personnel Policy and understand that compliance with the rules described in the policy is a condition of my employment with the company. I have read or will read the policy. I will abide by all the rules, regulations, directives, and policies described therein. I understand that the Personnel Policy may be amended by Pickle Hill Public Broadcasting, Inc. at any time, and that the amended policies supersede any previous policies or agreements, written or oral.

---

(Print Name)

---

(Signature)

---

(Date)

### **KDLL Personnel Policy**

Adopted November 13, 2001 by the KDLL Board of Directors  
Amended January 26, 2015 by the KDLL Board of Directors