

# FORT BELKNAP COMMUNITY COUNCIL

## TRAVEL POLICIES AND PROCEDURES

### ARTICLE I. PURPOSE AND POLICY

- 1-1 An integral part of business conducted by the Fort Belknap Indian Community includes travel to various locations within the United States. As such, this travel policy is hereby implemented to ensure that all travel utilizing Tribal dollars regardless of funding source, is conducted in a manner, which is acceptable to the Federal Travel Regulations (FTR).
- 1-2 Good business practice dictates that the Fort Belknap Community Councils not make payment for goods or services until the product is delivered or the services rendered. This same principle applies to business travel. The Fort Belknap Community Council encourages all Travelers to incur travel expenses and to seek reimbursement **after** the travel has been preformed.
- 1-3 In those cases where a travel advance is needed, the Traveler will receive prior approval from the program manager and division director via Travel Authorization (Attachment I). The Travel Authorization must be submitted to the Finance Office and will then be forwarded to the office of the Executive Director or Tribal Chairman, whichever is applicable for that particular Department for final approval.
- 1-4 The Finance Department is responsible for safeguarding Tribal assets. Failure by Travelers to follow the travel policies & procedures is considered a flagrant disregard of such responsibilities.

### ARTICLE II. ADOPTION, AMENDMENT, REPEAL

- 2-1 This policy may be amended pursuant to the recommendation of the Finance Director and/or Fort Belknap Community Council via Resolution.
- 2-2 Should a provision of this policy or the application thereof to any person or circumstances be held in invalid, such invalidity shall not affect other portions of this policy, which are considered to have legal force effect without the valied portions.
- 2-3 All other Fort Belknap Community Council Policies, regulations, rules, resolutions, motions and all other similar actions that are inconsistent with this policy are hereby repealed unless specifically reenacted after adoption of this policy.
- 2-4 Attachments to the policy may be amended and revised to reflect progressive changes indicated in sections of the Federal Travel Regulations, Code of Federal Regulations, Fort Belknap Community Council Personnel Policy and Procedures Manual, Fort Belknap Community Council Consumer Code, Law and order Code

of the Fort Belknap Community Council, ect. that specifically affect this Travel Policy.

### ARTICLE III. DEFINITIONS

This article shall govern the definitions of words or phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

- 3-1 "**Car Rental Voucher**" is a pre-numbered form, which authorizes the Traveler to utilize a vehicle to conduct official business while on travel.
- 3-2 "**C.F.R.**" means the Code of Federal Regulations
- 3-3 "**FTR**" means Federal Travel Regulations
- 3-4 "**MI&E**" means Meals, Incidentals & Expenses for cost associated with travel needs.
- 3-5 "**Mileage**" an amount given for transportation expenses which includes all costs to operate a vehicle, car depreciation, fuel & oil expense, maintenance.
- 3-6 "**Non-Local Travel**" is defined as any distance over a fifty mile radius away from Traveler's normal work station, and which requires longer that 12 hours to reach, conduct business and return.
- 3-7 "**POV**" means Privately Owned Vehicle, Any vehicle owned by a Traveler that is not owned or leased by the Tribes or a Government Agency.
- 3-8 "**Travel Advance**" means monetary prepayment of estimated travel expenses paid to Traveler.
- 3-9 "**Travel Advance Agreement**" is a form, which each Traveler signs before receiving a Travel Advance. This form is used by the Finance Department to collect, via payroll deduction, non-payment of money owed to the Fort Belknap Community Council for travel purposes only. (Attachment 2)
- 3-10 "**Travel Authorization**" is defined as a pre-numbered form used to request permission to travel and is available in the Finance Department and will be referred to at times as TA. (Attachment 1)
- 3-11 "**Travel Coordinator**" means the person or personnel from the Travel Office, currently operated through the Finance Department, who oversees travel needs for the tribal programs.
- 3-12 "**Travel Expense Report**" is defined as a pre-numbered form used to reconcile travel expenses upon return from travel and will be referred to at times as TER. (Attachment 4)
- 3-13 "**Travel Training Report**" is defined as a written summary of work preformed or training received while on travel status. (Attachment 5)
- 3-14 "**Travel**" means **any person** who is authorized to perform/conduct business on

behalf of the tribal programs/departments or a Traveler who receives job related training to perform their job, this includes but is not limited to tribal employees, tribal members, program participants, elected and appointed tribal officials, commissions and board members.

3-15 **"Tribes"** means the Fort Belknap Community Council Tribes.

More travel definitions will occur in specific segments of this travel policy as needed.

#### **IV. TRAVEL ADVANCE**

All Travelers utilizing Tribal funds or other resources must sign the Travel Advance Agreement (Attachment 2) prior to receiving a travel advance.

- 4-1 Travel advances may be obtained for non-local travel only, and are based upon the rates allowed for federal Travelers as set out in C.F.R. Part 301 and as amended from time to time in the Federal Register.
- 4-2 In order to obtain discounts or reduced fees, all Travel Authorizations must be submitted to the Travel Office with appropriate signatures no less than **14 calendar days** prior to departure date, when possible.
- 4-3 For travel requests that do not require purchase of a plane ticket, conference fees, securing hotel rooms or rental cars, Travel Authorization must be submitted to the Travel office with appropriate signatures no less than 7 calendar days prior to departure date OR the designated date as set by the Finance Department for processing of travel check in regular check run.
- 4-4 For all travel, the Traveler must receive prior approval from the Program Manager, Division Director and Executive Director or Tribal Chairman via Travel Authorization. All authorized travel is allowed as advanced or reimbursable as long as the Traveler can justify the following: purpose of requested travel; place or destination of travel is viable; date and length of travel is necessary; amount of any incidental business expenses; and total cost of travel or training. **When deemed necessary, a cost comparison will be done for cost effective travel practices.** (See Procedures, Attachment 3)

#### **V. TRAVEL EXPENSES**

During the course of conducting business on behalf of the Tribes, the Traveler may incur the following expenses and will be computed as followed:

5-1 **Transportation Expenses-** Travel on official business shall be by the method of transportation which will result in the greatest advantage to the Tribes, cost and other factors considered. As stated in 5 U.S.C. 5733 " The travel of an employee shall be by the most expeditious means of transportation practicable and shall be commensurate with the nature and purpose of the duties of the employee requiring such travel." Modes of Transportation shall include airline service, vehicle rental, tribal vehicle, GSA vehicle, and lastly (POV) privately owned vehicle.

**A. Airfare-** When a Traveler submits a travel request, based upon the location of the travel destination, an airline ticket will be considered first.

- i. Travel requiring air transportation must be submitted at least 14 calendar days in advance to receive the best possible rate.
- ii. All programs eligible for government fares are encouraged to utilize the discounted rates allowed. Tickets purchased with government fares are usually fully refundable and carry a minimal change fee versus cheapest ticket purchased.
- iii. If Traveler should try stand –by or change ticket with airline for minimal fee.
- iv. If Travel Coordinator does travel changes, all Travelers must keep in mind that change fees currently begin at \$100 dollars per ticket per airline plus a service fee for our travel agency.
- v. Economy Class or Standard Class will be used on all ticket purchases. No First-class tickets will be purchased.
- vi. If a Traveler chooses, he/she may participate in the Frequent Flyer Program, which the airlines offer, at individual's request, not through the Travel Office.

**B. Rental Vehicles from Local Area-** If there is not Tribal or GSA vehicle available for travel not requiring a plane ticket, a rental vehicle is an option. The Traveler will be reimbursed actual fuel costs incurred and will be advanced at the government rate of 10.5 cents per mile. Receipts must be maintained and turned in with a Travel Expense Report. Same rules apply as in following paragraph "C".

**C. Rental Vehicles Non-Local Area-** If a Traveler requests a rental car when flying to the destination:

- i. Traveler will not be allowed additional insurance. Our current liability contract has adequate insurance coverage for car rentals.
- ii. Traveler must always refuel the rental car before returning the car. Traveler is not allowed the fuel option due to the extreme costs associated with this option. When fuel charges and taxes appear on the rental bill, the Traveler will be personally responsible for the amount billed to the Tribes.
- iii. If traveling with 3 or more Travelers from the

Tribes.

Travelers must request a vehicle upgrade **prior** to the rental car being reserved. Traveler will not be allowed in an upgrade when traveling alone or with 1 other person.

**D. Tribal or GSA Vehicles-** For advance purposes, mileage is estimated at the government rate of **10.5 cents** per mile. However, only actual costs

- A. First supporting information or detail for the sub-topic
- B. Second supporting information or detail for the sub-topic
- C. Third supporting detail or information for the sub-topic

**III. The third sub-topic**

- A. First supporting information or detail for the sub-topic
- B. Second supporting information or detail for the sub-topic
- C. Third supporting detail or information for the sub-topic

**IV. The fourth sub-topic**

- A. First supporting information or detail for the sub-topic
- B. Second supporting information or detail for the sub-topic
- C. Third supporting detail or information for the sub-topic

Tribes.

Travelers must request a vehicle upgrade **prior** to the rental car being reserved. Traveler will not be allowed in an upgrade when traveling alone or with 1 other person.

- D. Tribal or GSA Vehicles-** For advance purposes, mileage is estimated at the government rate of **10.5 cents** per mile. However, only actual costs incurred will be reconciled. Therefore original receipts must be maintained and turned in with a Travel Expense Report. Any excess mileage advance not used must be reimbursed to the Tribes. If Traveler's programs issued a fleet gas card, the fleet card must be used first before using Traveler's own money for fuel purchases on GSA or Tribal vehicles.
- E. Privately Owed Vehicles (POV)-** The use of POV shall be authorized only when its use is advantageous to the Tribes. When a traveler uses POV as a matter of personal preference as such use is compatible with the performance of official business, although not determined to be advantageous to the Tribes, such use may be authorized or approved provided that reimbursement is limited in accordance with the provision in paragraph D. **NOTE: This reimbursable amount will change in accordance with the federal training regulations each January.** However, there are exceptions that apply for local travel and will not be reimbursed on a per mile basis:
- a)** Mileage reimbursements will be limited for travel within a fifty-mile radius of Fort Belknap. Travel, which can be conducted when coming or going to work, shall be the first mileage incurred, than any additional mileage incurred to conduct the tribal business will be considered and a mileage log maintained.
  - b)** When business cannot be conducted in the manner mentioned in subsection (a), the Traveler shall use a tribal vehicle to conduct business. When a Tribal vehicle is used, the Traveler shall be reimbursed for **any actual** expenses incurred for which receipts are maintained and turned in.
  - c)** GSA and Tribal vehicles. Since the Tribes pay lease and maintenance costs, the Traveler is not entitled to receive any further reimbursement from the Tribe other than amounts actually spent for vehicle. Therefore, any actual, reasonable amounts incurred and paid by the Traveler will be reimbursed fully by the Tribes.
  - d)** The third option for local travel is use of a POV, upon Department Director or Executive Director prior approval.
- F.** If not traveling by the method of transportation required by regulation or selected by Traveler's Program Manager or Department Director, any additional expense incurred will be the personal responsibility of the Traveler, not the Tribe.
- 5-2 **Lodging-** All hotel accommodations will be made by the Travel Coordinator once the Travel Authorization has been submitted and has been approved with appropriate signatures.

- A) All travel requiring an overnight stay must be requested at the Government rates according to the Federal Register. Anything above that must be indicated on the Travel Authorization with justification and be prior approved via signatures.
- B) Hotel accommodations will be made as close as possible to the meeting, event location, airport or safest hotel in the area. If not hotel is mentioned in the meeting notice, call the meeting/training sponsor and request a recommended hotel and submit with Travel Authorization, keeping in mind comparable cost.
- C) If the hotel reservation is guaranteed for late arrival with the Tribes Credit Card, and Traveler needs to cancel the hotel reservation, call the hotel no later than 48 hours prior to prevent charges showing up on the Credit Card, making certain to ask for a cancellation number for reference.
  - 1. If a "no-show" charge appears due to failure of cancellation on Traveler's part, Travelers will be personally responsible for payment of the charge.
  - 2. The Tribes will pay for the "no-show" charge from the program line item and Traveler in turn must reimburse the program line item. This is done to prevent late fees billed to the Tribes.
  - 3. If the Traveler cannot, through no fault of his/her own, cancel no later than 48 hours in advance, such circumstance should be documented and the Finance Manager and the Travel Coordinator may issue an exemption to this policy after review.

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**Meals & Incidental Expenses**-Meals will be reimbursed in accordance with the Federal Register-CONUS per diem rates or with traveler's funding agency guidelines if stricter.

A) Such meal allowances will be paid on a 'Quarter day' system. This means that the Traveler shall be reimbursed for each part of a quarter of day the Traveler is away from work. Each Quarter day is:

- a. Quarter 1: 12:00 midnight to 5:59 a.m.
- b. Quarter 2: 6:00a.m. to 11:59 a.m.
- c. Quarter 3: 12:00 noon to 5:59 p.m.
- d. Quarter 4: 6:00 p.m. to 11:59 p.m.

B) When a change in the per diem rate is made during a day, the rate of per diem in effect at the beginning of the quarter in which the change occurs and shall continue to the end of the day. Example: Travel to Portland, OR. On Monday morning and leave for Seattle, WA on Wednesday morning thru Friday evening. The per diem rate will remain the rate as for Portland and not change to the Seattle rate until the next day.

C) If the Traveler is not away from their regular worksite more than 12 continuous hours in one day, no per diem will be given.

D) When receiving meals as part of the registration fee, the Traveler will not be given per diem for that quarter when a meal is served.

E) Beginning and Ending Entitlement. For computing per diem allowance, official travel begins at the time the Traveler returns to his/her home, office, or other point of conclusion of his/her work related trip. Vacation time taken in conjunction with the business trip is at the Travelers expenses and must not negatively impact the business expense of the Tribes.

F) Tipping-Included in per diem allowance.

G) Laundry-Included in per diem unless Traveler is on travel status more than 5 calendar days from regular worksite.

**5-4 Transportation while on travel which is away from Travel's normal worksite-** When a Traveler is securing transportation while on business travel; he/she will be given the option most cost effective (i.e.: taxi, shuttle, rental car, ect.).

A) Travel to and from the meeting/training site should consider cost, lost time, ect. Generally cost will be the determining factor.

B) Rental cars should only be used on rare cases ( due to extreme cost) and only when approved by the Division Director and Executive Director or Council Chairman.

C) Many motels and hotels offer complimentary shuttle service to and from the airport. When this is not practical, paid shuttle services should be used. Taxicabs are the third option and rental cars should be considered last.

**5-5 Other reimbursable expenses include:**

A) Local & long distance business phone calls. When traveling out of the local area and need to contact the office, use the **Tribes toll-free number**. This is a direct number to the PBX operator where calls can be transferred to most departments.

B) One safe arrival 5-minute phone call home or \$5.00, which ever is less, per day, for each night away from home on business is allowed. (Must be documented for reimbursement)

C) Registration paid by the Traveler for classes seminars etc., which are business related and specific to the purpose of travel. (A receipt showing payment amount, date paid and sponsoring agency of event must be shown and included to receive reimbursement).

D) Membership due/fees to maintain professional status as required by contract or grant. The Executive Director must approve such costs.

E) Other expenses approved by the Executive Director and deemed necessary completion of the Traveler's job duties.

**5-6 Incidental Expenses-** Such costs include (but are not limited to):



A) Copying/Faxing expenses needed for meeting purposes. This must be justified by written memo accompanying the receipt.

B) Any costs incurring that would not be covered under Meals and Lodging such as items needed to fulfill specific job functions. (i.e. Purchasing bags of ice to pack fish for transportation to destination) Must provide receipt.

5-7 **Unallowable Expenses**-Shall include but not be limited to:

A) Personal phone calls in excess of 5 minutes or more than \$5.00.

B) Tips of any kind, included in MI&E;

C) Items charged to Traveler not relating to purpose of travel (i.e. movies, room service, laundry or dry cleaning expenses, refreshments charges, ect.) See 5-3 G for exception.

5-8 **Travel Expenses of a Traveler with Special Needs:** To provide reasonable accommodation to a Traveler with a special need by paying for additional travel expenses incurred which is either:

A) Clearly visible and discernible: or

B) Substantiated in writing by a competent medical authority.

## VI. RECONCILING TRAVEL

Why must a Traveler account for their travel expenses? In order for the Tribes to continue receiving grant and contract funding, this accountability has been dictated by the various funding agencies. See IRS Code. Section 1.62-2(b)(3).

6-1 The Tribes must keep adequate records of all grant and contract expenditures. For employment tax purposes, the Internal Revenue Service mandates the accountability of all money issued to Travelers.

6-2 In order for payments made to Travelers to be non-taxable, the employer must have a Finance Management System, which includes an accountable plan. For our purposes, the accountable plan is one in which the Traveler incurs the travel expenses and then he/she accounts for those expenses back to the Tribes via Travel Expense Report (TER).

6-3 All Travelers must submit a Travel Expense Report with all actual receipts within (5) five business days of return from travel status.

A) Failure to account for travel within thirty days will result in the suspension of any further travel advances or travel reimbursements to the Traveler until all outstanding travel reconciled, paid, and closed out.

B) Failure to account for Travel within thirty days will result in payroll deduction up to 20 percent of Travelers payroll check after taxes.

C) Gross negligence of travel accountability will be included in the Travelers W-2. Applicable taxes ( Social Security, Medicare, Etc.) will be collected

from Traveler via IRS regulations

## **VII. REIMBURSEMENT UPON RETURN**

Those Travelers seeking reimbursement for business travel must reconcile within (5) working days upon return from authorized trip.

7-1 When selecting this option of travel, Traveler will still be required to submit a TA with appropriate signatures prior to taking trip, especially when requesting assistance with hotel arrangements, etc.

7-2 Traveler's who fail to adhere to set travel deadlines and are on travel suspension for travel advances will be required to do a reimbursement upon return via TER including all expense receipts claimed.

A) Traveler shall be required to have prior approval for travel via TA and submit for reimbursement upon return, a copy of the approved TA must be attached with appropriate signatures.

7-3 No unauthorized reimbursements will be honored that are more than 3 months old.

## **VIII. OTHER TRAVEL**

8-1 **Educational Expenses**-daily travel expenses incurred by a Traveler in the pursuit of an educational degree are not reimbursable by the Tribes. Therefore, daily travel to an institute of higher learning to pursue a degree or other profession is not reimbursable.

8-2 **Personal Travel**-On occasion, a Traveler may wish to pursue other activities while on official business for the Tribe.

A) Whenever a Traveler decides to take a course of travel, which is not the direct route, a comparative schedule of accountability will be prepared.

B) Such schedule will compare the direct and actual route; the Traveler will then be allowed the lesser of the two routes. The comparison will include time and date of departure, per diem, lodging, transportation, and mileage expense, etc.

C) When making the comparison, the Traveler will always consider the most expedient route. All personal travel included with business travel will be at the expense of the Traveler and will not be considered part of the travel request paid for by the Tribes.

## **IX. RECORD KEEPING**

9-1 All original travel documents will be recorded and stored in the Finance Office under the direction of the Travel Coordinator.

9-2 Each program/department is encouraged to keep a travel file on each Traveler utilizing program dollars for accountable purposes.

9-3 No Traveler information may be divulged by the Travel Office to anyone except the Traveler, Department Director, Executive Director or the Fort Belknap Community Council on as-need-to know basis.

9-4 If a payroll deduction is necessary, only the amount owed will be submitted to Personnel for the Traveler's personnel file.

#### **X. TRAVEL AGENCY/CAR RENTAL/GOVERNMENT CREDIT CARD**

10-1 With the implementation of an official authorized travel agency, it is required that Travelers of the Tribes not use any other travel agency to process, arrange or book for travel needs due to safeguarding accountability by the Finance Office.

10-2 Car Rental Agreements with the Tribes currently include Hertz Corporation and Avis and will be utilized if request is authorized.

10-3 Government Credit Card is issued to the Tribes through Citibank and is specifically issued through GSA for our use of Government Rates. The Tribes purchase plane tickets and reserve hotel rooms with this card. No unauthorized purchases are allowed that do not fit this description. Violation of this benefit is considered fraud, will result in disciplinary action and may include legal prosecution.

#### **XI. EXTENDED TRAVEL**

11-1 For clarification of such instances, it is recommended that the following be adhered to:

A) If the Traveler spends extra days on a business trip for personal reasons, all tribal funds and coverage stops at the point that the Traveler would normally return home.

B) The Traveler must take Annual Leave for any extra hours or days that would not normally be travel time.

C) Traveler cannot get reimbursed for expenditures while on their own time including taxi receipts to sightsee or dine out.

D) Extended, personal travel also includes use of a POV when airlines are more direct. No mileage incurred while on extended travel is reimbursable.

#### **XII. CONDUCT ON TRAVEL**

12-1 The Traveler empowered to act for or on behalf of the Fort Belknap Community Council may travel on official business pertaining directly to their Program or Department. Traveler is considered to be on official travel from departure of worksite/home to return to worksite/home. While on official tribal business, the Traveler shall use professional care exercised at all times as outlined in the Fort Belknap personnel manual.

#### **XIII. DEPARTMENT TRAVEL**

13-1 Departments will limit themselves to three(3) people from the same department to travel to the same conference, workshop, or seminar and are recommended of sharing any pertinent information they have with others upon return from their training. Special occasions may develop that need additional personnel from the same department to attend and this will be at the discretion of the Executive Director.

13-2 This section will exclude departments that need training hours for specific certifications to perform job duties.

#### **XIV. RESPONSIBILITIES AND PENALTIES**

**Anyone using Tribal funds to travel, whether an employee, or tribal elected official, consultant, or tribal member, ECT. is responsible for proper use and accountability of tribal funds.**

14-1 When a Traveler accepts advance travel funds and does not go on the schedule trip, the Traveler **must** return travel check/funds immediately or reimburse each pay period no less than 20 percent of net pay including the \$50.00 convenience fee until advance is paid off.

14-2 Failure to reimburse within timelessness established in this policy will result in an immediate garnishment of payroll and loss of future travel advance privileges. (See section 6-3)

14-3 Repeated violations may result in: formal reprimand, suspension, or termination for gross negligence, misuse of tribal funds theft or embezzlement as defined in the Personnel Manual Table of Penalties.

14-4 **Violation, Theft or Fraud.** If any violation of this policy appears to be an act of fraud, theft or other criminal act, the Financial Manager or his designee shall present that evidence to the Fort Belknap Community Council for authorization for prosecution in appropriate Court of Law.

14-5 **Convenience Fee:** Traveler's who fail to reconcile or reimburse the Tribes within 30 days of return from authorized travel as stated on Travel Authorization, will be assessed a \$50.00 convenience fee for each trip not reconciled.

Any section of the Travel manual is subject to review as deemed necessary to accommodate new/updated laws as they are implemented that directly affect the function and enforcement of this policy.