

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

KaTrina Williams,
Petitioner;

v.

CASE NO: 25-EMP-001
DATE: April 15, 2025

Oneida Nation – Vocational
Rehabilitation Services Program,
Respondent.

ORDER

This case has come before the Oneida Trial Court, Honorable Layatalati Hill presiding.

BACKGROUND

The Petitioner is seeking to overturn the decision to terminate her employment. Petitioner is alleged to have violated the Oneida Personnel Policies and Procedures Manual (OPPP) Section *V.D.2.c.1.a* – Insubordination or failure/refusal to carry out assignments or instructions, *V.D.2.c.4.c* – Making false or malicious statements concerning other employees, supervisors or program heads, and *V.D.2.c.4.k* – Failure to be courteous in dealing with fellow employees or the general public. As a result, Petitioner’s employment was terminated on November 27, 2024. On December 12, 2024, Petitioner filed her appeal with the Oneida Human Resources Department (HRD) and the Area Manager, Jacqueline Smith. On December 12, 2024, the Area Manager requested an extension to complete her investigation. The Area Manager’s request was granted by HRD on December 12, 2024. On January 6, 2025, the Area Manager issued her decision upholding Petitioner’s termination. On January 20, 2025, Petitioner filed an appeal of the Area Manager’s decision with the Court. Petitioner claimed she had new evidence that should have been considered by the Area Manager. On January 23, 2025, the Court ordered Petitioner to file any new evidence she may have by January 31, 2025. On January 31, 2025, Petitioner requested Peacemaking, but Respondent did not want to participate at that time. On January 31, 2025, Petitioner filed documents with the Court and on February 4, 2025, the Court found the documents were not new evidence. On February 5, 2025, that Court accepted the case for a contested hearing scheduled for February 12, 2025. On February

6, 2025, Advocate Billie Jo Cornelius Adkins electronically filed notice of representation for Petitioner, consent to electronic service, and motion for continuance. On February 7, 2025, Respondent informed the Court she would like to participate in Peacemaking. On February 10, 2025, the Court stayed the case for Peacemaking to occur. On April 14, 2025, Peacemaking concluded with a Peacemaking Agreement between the parties.

FINDINGS OF FACT

1. The Court has subject matter¹ and personal jurisdiction over this matter.
2. Notice was given to all those entitled to notice.
3. Both parties agreed to participate in Peacemaking and reached an agreement regarding Petitioner's termination of employment.
4. The Peacemaking agreement is reasonable and shall be adopted by the Court.

ORDER

The Court enters the following order pursuant to the Party's peacemaking agreement.

A copy of the Peacemaking Agreement is attached hereto and incorporated by reference as if fully set forth herein.

IT IS SO ORDERED.

By the authority vested in the Oneida Judiciary pursuant to Resolution 01-07-13-B of the General Tribal Council, this Order was signed on April 15, 2025.



Layatalati Hill, Chief Trial Court Judge

¹ The Court is exercising jurisdiction over employee grievances in accordance with Oneida Business Committee Resolution 03-13-19-C. This resolution gives the Court authority to hear employee grievances until the OPC is ready to resume its hearing authority. To date, the OPC is not yet ready to resume its hearing authority.

Oneida Judiciary

Katrina Williams
Petitioner

vs.

Case No. 25-EMP-001

Peacemaking Case No. 25-PM-002

Jacqueline Smith
Respondent

Peacemaking Agreement

We, the undersigned parties, have participated in the Oneida Peacemaking System and have agreed upon the following.

The following resolution was reached regarding Petitioner's employment disciplinary action:

1. Katrina and Jacqueline agree Katrina will be paid the total of \$6,500.00 (six thousand five hundred dollars), upon the parties' execution of the following (in order as identified):
 - a. Katrina provides a written and signed resignation from her position as Intake Coordinator of the Vocational Rehabilitation Department, effective on the date of termination, November 27, 2024.
 - b. Following receipt of Katrina's written resignation, Jacqueline agrees to provide a written acceptance of the resignation.
 - c. Katrina's employee file at Oneida Human Resource Department is expunged of the termination issued by Oneida Vocational Rehabilitation Department to include: all documentation related to the termination.
2. This agreement shall be processed in accordance with Oneida Nation's Back Pay and Reinstatement Law Ch. 206. Since Employment was severed during the probationary period, back pay of benefits including 401K are a non-issue. The back pay amount agreed upon considers and settles payment of any and all accrued vacation, personal, holiday, and other time, as well as any possible merit increases, incentives, bonus pay, or other compensation. Subject to the law, the amount agreed upon is a full and final settlement of benefits and pay.