

**BIG SANDY  
BAND OF WESTERN  
MONO INDIANS**



**PERSONNEL POLICIES  
&  
PROCEDURES MANUAL**

## **TRIBAL COUNCIL WELCOME**

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our Tribal Government and answer many of your initial questions.

As an employee of Big Sandy Rancheria, the importance of your contribution cannot be overstated. Our goal is to provide the finest quality services to our members and to do so more efficiently and economically than our competitors. By satisfying our members' needs, they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our Tribal Government's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

**Tribal Council**

Big Sandy Band of Western Mono Indians

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## **SECTION 1**

### **1.1 Delegation & Adoption of Policies**

- 1.1.1 This employee handbook contains the current employment policies and procedures of the Big Sandy Band of Western Mono Indians, hereinafter, “Big Sandy”. This handbook supersedes all previously issued handbooks and any inconsistent policy statements or memoranda.
- 1.1.2 For the Tribe to function in the most efficient and effective manner, it is imperative that employees of the Tribal Government follow these Policies and Procedures, which were approved by the Big Sandy Tribal Council (“Tribal Council”).
- 1.1.3 These policies and procedures are necessary for the efficient operations of this entity. While this personnel manual may not address every situation directly, it

provides guidelines for all employees to follow. Thus, these policies do not intend to address every situation that might arise. From time to time, the Tribe, with the approval of the Tribal Council, will amend these policies and procedures.

- 1.1.4 The Tribe reserves the right to revise, modify, delete or add any and all policies, procedures, work rules or benefits stated in this handbook or in any other document. However, any such changes must be in writing and must be approved by the Tribal Council.
- 1.1.5 Nothing in this employee handbook, or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. By no means does this handbook waive the Tribe's Sovereign Immunity.

## **1.2 Chain of Command**

- 1.2.1 All Tribal Government employees are expected to follow the Chain of Command. All employees may consult with the Human Resources department if their concerns are not met by the immediate supervisor or Department Manager or the situation involves the employee and the Department Manager.

## **SECTION 2**

### **2.1 At-Will Employment**

- 2.1.1 All Team Members are employed at-will at the discretion of Big Sandy. Nothing in these policies is intended to create a contract of employment, either written or implied, between the Tribe and any of its employees. Employment with the Tribe has no specified duration and either the employee or the Tribe may terminate employment for any reason, or no reason at all, with or without advance notice. Changes to the at-will employment status may be made only in writing and must be approved by the Tribal Council. All decisions for employment are final and shall have no appeal.

### **2.2 Indian Preference Policy**

- 2.2.1 Big Sandy extends preference to qualified American Indians and Alaskan Natives in selection of all positions, as required by Regulations in accordance with Tribal Law and Federal Law.<sup>1</sup> Preference means that Tribal Members and Alaskan Natives who meet the minimum qualifications set forth in the job announcement and position.

### **2.3 Equal Employment Opportunity**

- 2.3.1 Our Tribal Government is committed to equal employment opportunity. Big Sandy will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to, veteran status, uniform service member status, race, color, religion, sex, national origin, age,

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<sup>1</sup> Title VII of the 1964 Civil Rights Act, PL 93-638, & 25 U.S.C. §47

physical or mental disability or any other protected class under federal, state or local law.

- 2.3.2 If an employee believes that he or she has been subjected to any form of unlawful discrimination, the employee should provide a written complaint to the Department Manager. If the unlawful discrimination involves the Department Manager, a written complaint may be submitted to the Tribal Council. The complaint should be specific, including the names of the individuals involved, the names of any witnesses, the nature of the incident, the dates of the incident, the place where the incident took place, and any other relevant details. The Department Manager will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.
- 2.3.3 If the investigation determines that unlawful discrimination has occurred, effective remedial action will be taken to commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination; any action taken will be communicated to any involved party. Big Sandy will take appropriate action to remedy any loss to the individual as a result of the discrimination. Big Sandy will not retaliate against the acting party for filing a complaint, and will not knowingly permit retaliation by management, supervisors, or other staff members.

## **2.4 Americans with Disabilities Act**

- 2.4.1 The Big Sandy Tribal Government is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is the employee's responsibility to notify their Department Manager of the need for accommodation. Upon doing so, your Department Manager may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when deemed necessary, the employee may be required to provide a physician or other medical or rehabilitation professionals note regarding necessary accommodations and/or limitations.

## **SECTION 3**

### **3.1 Workplace Free From Harassment**

- 3.1.1 It is the policy of Big Sandy that all employees have the right to work in an environment free from harassment and discrimination. Such prohibited activity hinders the morale and productivity of the victims and their co-workers. Big Sandy does not tolerate or condone any form of harassment or discrimination. Those who engage in such activities shall be subject to serious disciplinary action, up to and including suspension without pay and/or termination.

- 3.1.2 Harassing or discriminatory conduct includes conduct that has the purpose or effect of unreasonably interfering with any individual's work performance or creates an intimidating, offensive, or hostile work environment. Such conduct may take the following forms:
- 3.1.2.1 Verbal Harassment or Discrimination: Epithets, derogatory comments or slurs, sexual remarks or jokes, prejudicial statements, whistles, propositions, innuendoes, or references to an individual's anatomy, and/or such conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
  - 3.1.2.2 Physical Harassment: Assault, unwelcome touching, patting, grabbing, fondling, blocking movement, or any physical interference with normal work, and/or such conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
  - 3.1.2.3 Visual/Audible Harassment: Derogatory or sexually suggestive posters, pictures, cartoons, calendars, music, or magazines. It also includes sexually-oriented gestures.
  - 3.1.2.4 Sexual favors: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission of such conduct is made explicitly or implicitly a condition of an individual's employment; submission to or rejection of such conduct by an individual is used as the basis of employment decisions.
  - 3.1.2.5 Employment Harassment or Discrimination: Refusal to hire, train, promote, or provide equitable employment conditions to any applicant or employee, or to discipline or dismiss an employee solely based on race, religious creed, national origin or disability, except where a bona fide occupational qualification can reasonably be established or where such conduct is otherwise authorized by applicable law.

### **3.2 Procedure for Filing Harassment Complaints**

- 3.2.1 Informal Procedure: Any employee who believes he or she is a victim of harassment or discrimination should promptly inform the harasser that such conduct is inappropriate, offensive, and unwelcome. The victim should also notify their immediate supervisor. If the incident involves their immediate supervisor, notification shall be addressed to the next level supervisor. If the victim feels threatened by a face-to-face confrontation with the accused, the victim should notify their Department Manager. If the incident involves the Department Manager, then the victim may notify the Human Resources Department. The Department Manager will notify the accused of the victim's wishes. In addition, the matter may be referred to the Human Resources Department, who shall assist in the investigation and resolution of the alleged incident(s) of harassment or discrimination at the request of the Department Manager. If, in the opinion of the victim, the informal procedure has not worked or the harassment persists, the formal procedures should be invoked. Nothing herein shall restrict the Tribe from taking disciplinary action up to and including termination if an employee is found guilty of harassment during the informal procedure.
- 3.2.2 Formal Procedure: All supervisors, Department Managers, and Tribal Government employees will report any such incidents of harassment to their Department Managers immediately upon notification. If the incident involves a Department Manager and / or a Department Manager needs to report an incident, they shall report the incidents to the Human Resources Department.
- 3.2.3 The victim shall report the incident in writing as soon as possible to the Department Manager. Although there is not a statute of limitations to reporting a formal harassment complaint, it should be understood that failure to report the incident in a timely manner may result in an adverse investigation. If the victim does not feel comfortable reporting the incident in writing, a verbal interview may be requested and taken by the Department Manager or the Human Resources. A verbal report may be treated as a formal complaint. The report should contain but is not limited to:
- A. Name of the perpetrator
  - B. Date(s) the incident(s) took place
  - C. Location(s) of the incident(s)
  - D. Actions considered harassing or discriminating
  - E. Comments made by the victim
  - F. Comments the victim remembers were made by the accused
  - G. Items the victim feels are pertinent to the case
  - H. Names of witnesses that heard or observed the incident

- 3.2.4 If the victim has difficulty in completing the report, the Department Manager or the Human Resources department may assist.
- 3.2.5 The Department Manager shall coordinate the receipt, investigation, and resolution of formal complaints. The services of consultants or outside investigators or other experts may be utilized.
- 3.2.6 The investigation shall include a review of all available information pertaining to the matter, consideration of the totality of the circumstances and the context in which the alleged harassment or discrimination occurred. The accused shall be identified and interviewed as well as witnesses and supervisors, where applicable. Prompt statements shall be taken from the victim and witnesses where applicable. Evidence such as letters, telephone messages, personnel files, work schedules, and other such incident related materials shall be considered.
- 3.2.7 The investigation shall be completed within ten (10) working days and a determination issued by the Department Manager. If extenuating circumstances arise that may cause the investigation to last longer than ten (10) working days, both the victim and the accused shall be notified in writing. The victim and the accused shall both be notified of the outcome of the investigation in writing within five (5) working days following the conclusion of the investigation. The determination shall be based upon the facts of the particular case and based on the applicable legal standards.

### **3.3 Resolution of Harassment Complaints**

- 3.3.1 If the complaint is substantiated as a result of informal or formal complaint procedures, the Department Manager shall institute disciplinary action. If the Department Manager is the perpetrator, the Tribal Administrator or Tribal Council shall institute the disciplinary action. Disciplinary action should include corrective action, and may include transfer, where appropriate. The victim will be notified if the harasser will be returned to their work environment.

### **3.4 Employee & Employer Responsibility**

- 3.4.1 All employees of Big Sandy are responsible for reporting any allegations of harassment.
- 3.4.2 The Department Managers shall be responsible for ensuring that all complaints of harassment and discrimination are investigated thoroughly and that such complaints receive a timely response.

- 3.4.3 The Department Managers and Human Resources department shall maintain a current knowledge of harassment and discrimination laws and case proceedings.
- 3.4.4 The Human Resources Department shall be responsible for the training of all Big Sandy employees and the implementation of a workplace harassment program for the Tribe.
- 3.4.5 The Human Resources department shall be responsible for the dissemination of the work place harassment policy to all Government employees.
- 3.4.6 All employees will receive a copy of this policy for their records.
- 3.4.7 Managers and supervisors become personally liable for acts of harassment and discrimination when they are aware of the conduct and fail to take immediate and appropriate corrective action. Managers and supervisors shall assist the Department Managers or the Human Resources department in the investigation of complaints and use their best efforts to prevent harassment and discrimination from occurring.
- 3.4.8 Any harassment or discrimination training shall be noted in the employee(s) personnel file(s) by the Human Resources Department.
- 3.4.9 Employees of the Tribe are expected to conduct themselves in an appropriate manner and shall not engage in actions that violate this policy. Employees of Big Sandy shall treat their fellow employees and others who do business with the Tribe with respect.
- 3.4.10 In any case where the Tribe has the ability to control the conduct of non-employees such as contractors, harassment of Big Sandy employees by such persons shall not be tolerated and swift action shall be taken to stop such behavior.

### **3.5 Retaliation**

- 3.5.1 Any retaliation against an employee or applicant for filing a harassment or discrimination charge is prohibited. Employees found to be retaliating against another employee shall be subject to disciplinary action up to and including termination. Employees found to have purposely filed a false

harassment or discrimination claim are subject to disciplinary action up to and including termination.

### **3.6 Social Relationships**

- 3.6.1 In implementing this policy, it is not the intention of Big Sandy to influence or regulate the social interaction in relationships freely entered into by employees (except where otherwise regulated by the Tribes nepotism policy), or to inhibit the rights of free speech and association. Big Sandy and all employees must recognize that there is a clear distinction between welcome social interaction and unwelcome harassment and discrimination.

## **SECTION 4**

### **4.1 Immigration Reform and Control Act**

- 4.1.1 Big Sandy is committed to employing only individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.<sup>2</sup>
- 4.1.2 If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Tribal Government.

### **4.2 Satisfactory Drug and Alcohol Screening and Background Check**

- 4.2.1 For all Tribal Government positions, the successful applicant must complete a drug and alcohol screening test within twenty-four (24) hours after notification by Big Sandy, at a site selected by the Tribe, including but not limited to, an oral swab taken by a certified specimen collector. If the screening results are satisfactory, the applicant will be advised by the Human Resources Department to complete the required background investigation packet. The Human Resources Department will give the applicant a copy of their fully executed employment offer and proper contact information for the rest of the pre-employment process. The candidate will go to their Department Manager or Human Resources Department and pick up a Background Investigation packet.
- 4.2.2 If an applicant does not have a satisfactory drug/alcohol screening, he or she may not apply for any position with Big Sandy for a period of six (6) months from the date of the unsatisfactory screening. Each applicant must

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<sup>2</sup> Immigration Reform and Control Act of 1986 (IRCA)

enroll or complete an alcohol and/or drug rehabilitation program, at the applicants own cost, to be reconsidered for employment at the time of application. If enrolled, the applicant must complete the alcohol and/or drug rehabilitation program as a condition of employment. If not completed within an agreed upon time frame, the applicant will be terminated and will not be eligible for rehire. All documentation of enrollment and/or completion of the program must be provided prior to the applicant starting their employment with Big Sandy.

#### **4.3 New Employee Orientation**

- 4.3.1 Upon the notification of a successful background investigation, the Department Manager will schedule an appointment for the new employee to meet with a Human Resources designee for Human Resources Orientation, including a review of this Policy and Procedure Manual, and paperwork for the employees Medical Insurance, Direct Deposit, W4, and DE4. The new employee should also make arrangements to pick up their Tribal Identification badge during Human Resources Orientation.
- 4.3.2 Failure to show up for the first day of work, unless otherwise rescheduled with the Department Manager or designee, will be considered job abandonment.

#### **4.4 Categories of Employment**

- 4.4.1 Introductory Employees
  - 4.4.1.1 All persons hired by Big Sandy are subject to an introductory period, which gives the employee and the employer an opportunity to evaluate the employment relationship. The introductory period begins the first date the employee reports to work. The length of the introductory period shall be ninety (60) calendar days. The completion of the introductory period does not guarantee employment for any period of time.
- 4.4.2 Full-Time Employees
  - 4.4.2.1 Regular full-time employees must work a schedule of 40-hours per week. All regular full-time employees are eligible for employee benefits described in these policies and procedures upon completion of ninety (60) days of continuous full-time employment.
- 4.4.3 Part-Time Employees

4.4.3.1 Part-time employees regularly work 30 hours or less each week. Part-time employees are not eligible for employee benefits, including vacation and sick time, described in these policies and procedures unless the employee elects to pay for vision and dental insurance through the Tribe. Part-Time employees are not eligible for holiday pay as described in section 6.9 of these policies and procedures.

4.4.4 Seasonal Employees

4.4.4.1 Seasonal employees perform a job for a specified time, normally less than one year.

4.4.5 Per Diem Employees

4.4.5.1 Per Diem employees do not work regularly scheduled hours, but are called in to work on an as-needed basis.

4.4.6 Exempt / Non-Exempt Employees

4.4.6.1 Exempt Employees-Employees whose positions meet specific tests as established by the Fair Labor Standards Act (“FLSA”) and who are exempt from overtime pay requirements.

4.4.6.2 Non Exempt-Employees whose positions do not meet (FLSA) exemption tests and who are not exempt from overtime pay requirements.

4.4.7 Employee on Administrative Leave

4.4.7.1 Any employee may be placed on administrative leave with or without pay for investigation or other purpose deemed necessary by your Department Manager and approved by Tribal Council for a period of not more than ninety (90) business days.

**4.5 Shift Premiums**

4.5.1 A premium rate may be paid to employees who work from 11:00 p.m. to 7:00 a.m. in accordance with federal wage and hour laws.

**4.6 Attendance**

4.6.1 Consistent attendance and punctuality are extremely important. Arriving late or early is unfair to co-workers and can result in your departments work going unfinished. All personal appointments should be scheduled at times when they do not interfere with an employee’s work schedule. Habitual tardiness and frequent absenteeism will not be tolerated and will result in disciplinary action, up to and including, termination.

#### **4.7 Hours of Work**

- 4.7.1 Each employee must report to work on time as scheduled by his or her supervisor. Business demands may require a change in scheduling that requires an employee to work overtime. Employees will receive notification of changes to their scheduled shifts as far in advance as practical.
- 4.7.2 Exempt employees are expected to work a minimum of forty (40) hours per week. Scheduling of those hours is at the discretion of the employee's direct supervisor.

#### **4.8 Breaks & Meals**

- 4.8.1 Meal periods and rest breaks must be taken as scheduled by Department Supervisors or Managers. Employees may not skip lunch breaks and leave early. Employees must take all assigned breaks. Employees are paid for one fifteen (15) minute break for every four (4) hours worked.
- 4.8.2 Except for certain exempt employees, all employees who work five or more hours in a day are required to take a 30-minute unpaid duty-free meal period. An employee who works over ten hours in a day is required to take a second 30-minute unpaid duty-free meal period unless the employee elects to waive the second meal period as described below. Non-Exempt Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, non-exempt employees must clock in and out for their meal periods, or record the beginning and ending time of the meal period on their timesheet every day.

#### **4.9 On Duty Meal Period**

- 4.9.1 In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Unless your supervisor directs you to take an on-duty meal period due to the nature of your job duties and you agree to an on-duty meal period in writing, you will not be permitted to take an on-duty meal period.

### **SECTION 5**

#### **5.1 Recording Your Time**

- 5.1.1 Non-exempt employees must record their hours on time sheets and give them to their supervisor by the end of the pay period.
- 5.1.2 Exempt employees may be required to accurately record their time worked in accordance with federal wage and hour laws.
- 5.1.3 All employees subject to this policy are required to accurately record all time worked.

5.1.4 The workweek starts on Sunday and ends on Saturday.

## **5.2 Overtime Pay**

5.2.1 Non-exempt employees will receive overtime pay for all hours worked in excess of 40 hours in one week at a rate of time-and-one-half (I.E. regular rate of pay multiplied by 1.5). Overtime must be approved by your supervisor and/or Department Manager. 40 hours must be worked to receive overtime pay; overtime will not be paid if an individual has used sick leave or vacation within the week.

## **5.3 Payday and Paychecks**

5.3.1 Checks will be disbursed by authorized personnel and are usually available after 10:00 a.m. Employees of the Tribe are normally paid every other Friday. If there is an error in your check please inform your supervisor as soon as possible. Big Sandy will not issue employee paychecks to non-Big Sandy Tribal Government third parties, unless the employee provides advance written authorization to their Department Manager.

5.3.2 When the payday is a holiday, you will normally be paid on the last working day before the holiday.

## **5.4 Payroll Deductions & State Withholding**

5.4.1 Big Sandy withholds both Federal and State taxes from wages, including but not limited to;

- A. Federal Income Tax,
- B. California Income Tax (with the exception of Tribal Member employees who live within the boundaries of the Big Sandy Band of Western Mono Indians or on trust allotment lands or otherwise designated as Indian lands or Indian Country),
- C. Federal Insurance Contributions Act (FICA) (Social Security and Medicare),
- D. State Disability Insurance (SDI),
- E. Unemployment Insurance Benefits (UIB),

5.4.2 As a federally- recognized Indian tribe with an inherent right to self-governance, the Tribe is not subject to the jurisdiction of the State of California and its agencies for the enforcement of state civil regulatory laws. In addition, the Tribe possesses sovereign immunity from suit, and we do not intend to waive such immunity from suit in connection with any Notice.

Big Sandy Rancheria will forward Notice to either employee or Tribal Member, and if the employee or member provides written authorization to do so, we will complete the actions requested in the Notice. The Tribe extends this courtesy in the interest of inter-governmental comity. The Tribe does not intend to waive any of its rights or agree to be subject to the State's civil regulatory jurisdiction.

## **5.5 Additional Withholdings**

- 5.5.1 In addition to payroll taxes and other regular or periodic deductions the employee authorizes, the following items may be deducted from pay:
- A. Any travel advance, cash shortages, or other amount owed to the Tribe
  - B. The value of Tribal property (including uniforms) not returned upon request or which is returned in unacceptable condition.
  - C. Any loss to the Tribe which was caused by gross negligence, willful misconduct or dishonesty.

## **5.6 Performance Reviews**

- 5.6.1 Each employee's performance is important to Big Sandy. Once each year, on or about your anniversary date, your supervisor will review your job progress within the Tribal Government and help you set new job performance plans.
- 5.6.2 The Tribe's performance review program provides the basis for better understanding between the employee and the employee's supervisor, with respect to your job performance, potential and development within the Tribal Government.
- 5.6.3 Each employee's performance is reviewed prior to the completion of the introductory period. The introductory and annual performance review is reflected by the individual effort, attendance, attitude and achievement as the primary factor for each employee.

## **5.7 Promotions and Transfers**

- 5.7.1 Transfers and promotions within the Tribal Government are based on merit, performance, and the needs of the Tribal Government. The introductory period refers to performance, but will not dictate employee benefits. If transferred to another Tribal entity, all remaining vacation will be cashed out and sick-time will be transferred. With each transfer the employee will begin a new 60-day introductory period.
- 5.7.2 No employee may transfer if he or she has corrective actions pending with regard to performance or disciplinary issues in the department to which he

or she is assigned at the time of the transfer request. No employee may transfer if the transfer would create / cause a conflict of interest or nepotism within the department.

- 5.7.3 All position vacancies are posted in-house at the Tribal Government Offices for five (5) business days. Only current employees of the Tribe are eligible to apply for in-house postings after completing one (1) year of employment in their current position. Applications may be submitted to the Human Resources department via e-mail, facsimile, or written communication. For the purpose of in-house postings, stipend, seasonal, and casino employees are not considered employees of the Tribe and therefore, are not eligible for in-house postings.
- 5.7.4 Big Sandy urges all interested employees to notify their supervisor of their interest and submit an application and/or resume showing interest in the position when the posted notice becomes available. Job openings may be announced verbally or on the internet.
- 5.7.5 After receipt of the applications and the end of the application period, the Human Resources department will screen the applications. Applications will be screened for, at a minimum, meeting the minimum qualifications of the job description. Once screened by Human Resources all adequate applications will be sent to the applicable Department Manager or department designee. If a minimum of one (1) in-house application, satisfying the minimum requirements, is received, the Department Manager will conduct interviews with two (2) other management staff as directed by Tribal Council. An interview does not guarantee anyone an offer of employment or transfer.
- 5.7.6 If in-house applicants are not qualified for the position, the position may be advertised outside of the Tribal Government departments and applicants will be sought out through other appropriate means (I.E. newspapers, radio, employment agencies, and television). Community and public postings will be open for seven (7) business days with a deadline, and if not filled within the deadline, it shall remain open until filled or closed by the Tribe.
- 5.7.7 Should the position be advertised outside of the Tribal Government departments, employees of the Tribe within their introductory period will be eligible to apply for the available position so as long as the employee has no disciplinary or attendance actions and meets the minimum qualifications of the job description.
- 5.7.8 Department Directors and/or Tribal Council will review all applications for management positions and conduct interviews. Applications will be screened by Human Resources department prior to the department Director and/or Tribal Council receiving them for review.

- 5.7.9 Mono Wind Casino team members will have to wait three (3) months after their last day of employment before applying with the Tribal Government regardless of resignation or termination, unless otherwise waived by the Tribal Council. This section shall not apply to Big Sandy Rancheria Tribal Members if they resign from the Casino, termination cases will be evaluated on a case-by-case basis.

## **5.8 Reporting Time Pay**

- 5.8.1 The Tribal Government will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event you report to work without being notified in advance that your services are not needed, you will be compensated in accordance with applicable federal wage hour laws.
- 5.8.2 In the event the Big Sandy Rancheria Tribal Offices are closed during the course of the work day due to fire, flood, tornado, earthquake, snow, or another form of severe weather, etc and an employee(s) is sent home, the employee(s) will be paid for the remainder of the scheduled workday.
- 5.8.3 If an employee is unable to get to work because of severe weather or another catastrophe, the employee may use vacation time to supplement their hours missed if they choose. If no time is available the employee will not be paid for the time missed. The employee will not receive disciplinary action for attendance if the severe weather or catastrophe is approved/verified by the Department Manager. False reporting of severe weather or catastrophe may result in disciplinary action up to and including termination.

## **SECTION 6**

### **6.1 Employee Benefits**

- 6.1.1 Our Tribal Government has developed a comprehensive set of employee benefit programs to supplement an employee's regular wages. The Tribes benefits represent a hidden value of additional income to our employees.
- 6.1.2 This Employee Handbook describes the current benefit plans maintained by the Tribal Government. Please refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. The aforementioned documents are controlling.
- 6.1.3 The Tribal Government reserves the right to modify its benefits at any time. We will keep you informed of any changes.

### **6.2 Medical, Dental, Vision and Supplemental Insurances**

- 6.2.1 Medical, Dental, and Vision Insurance is available to qualified Tribal Government employees. Government employees are not qualified until completion of an introductory employment period of 60 days. Plan coverage will be effective on the first day of the first calendar month after completion of the introductory period.
- 6.2.2 Employees wishing to apply for coverage must do so by completing an enrollment application within thirty (30) days prior to completing the introductory period. Application for dependent coverage must also be made during this period. For those that are not electing to apply for coverage still must sign a waiver denying insurance coverage benefits.

### **6.3 COBRA**

- 6.3.1 Benefits terminate at the end of the month following a qualifying event, such as resignation or disability. At the end of the qualifying event, or upon an employee's last day worked, information regarding rights to continue benefits on a self-pay basis under the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be provided to the employee by the Human Resources department.
- 6.3.2 In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

### **6.4 State Disability Insurance**

- 6.4.1 All employees are eligible for disability insurance benefits when an illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

- 6.4.2 The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.
- 6.4.3 Employees who apply for this benefit must provide written notice of disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.
- 6.4.4 You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department (EDD). A claim form may be obtained from the EDD by telephone, letter or in person.
- 6.4.5 The cost of this insurance is fully paid by the employee.

## **6.5 Social Security**

- 6.5.1 During your employment, you and the Tribal Government both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **6.6 Unemployment Insurance**

- 6.6.1 Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurances can be obtained from Human Resources.

## **6.7 Workers' Compensation**

- 6.7.1 On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slight, report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## **6.8 Holidays**

- 6.8.1 Big Sandy normally observes the following holidays during the year:

- A. New Years Day
- B. Martin Luther King Jr. Day
- C. Presidents Day
- D. National American Indian Day- 2<sup>nd</sup> Friday of May
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. California American Indian Day- 4<sup>th</sup> Friday of September
- I. Veterans Day
- J. Thanksgiving Day

- K. Day after Thanksgiving Day
- L. Christmas Eve
- M. Christmas Day
- N. One personal day- See 6.8.7 for further details
- O. Any other holiday deemed by the Tribal Council

- 6.8.2 If one of the above holidays falls on a Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday.
- 6.8.3 All Tribal Government employees are eligible to be paid for the above holidays upon completion of the 60 day introductory period.
- 6.8.4 To receive pay for any holiday, Government employees must work the scheduled shift before and after the holiday, unless an employee has an excused absence. An absence is considered excused if they have prior authorization from their supervisor/manager and if said employee has vacation leave available. The absence will NOT be considered excused if the employee calls on the day of the absence.
- 6.8.5 Regular, full-time employees will be paid holiday pay commensurate to their weekly work schedule and daily hours worked.
- 6.8.6 If an employee works the holiday, the employee will receive his or her regular wage in addition to holiday pay. Should an employee be required to work overtime, that employee will be paid only time and a half for the hours worked that exceed 40 hours in the work week. Holiday pay is not considered for time and a half.
- 6.8.7 In addition to the above holidays, you receive one personal holiday, in each calendar year that may be taken at your discretion with management approval. Personal days are not carried over to the next calendar year if unused. Personal days cannot be cashed out as vacation and have no monetary value upon employment separation.

## **6.9 Vacation**

- 6.9.1 All full-time employees are eligible for vacation after the completion of your 60 day introductory period. Vacation leave must be approved in advance by the employee's Supervisor and/or Department Manager and shall be taken at a time mutually convenient to the employer and employee. Submit vacation requests in writing at least two-weeks in advance to your Supervisor/Department Manager. Accrued vacation time or a request does not guarantee the vacation time off as requested. Each request will be evaluated on a case-by-case basis, including but not limited to, accepting a request after the 14 day time period has passed.
- 6.9.2 Considerations for approving request(s) will include hire date seniority, and the needs of the department and the Tribal Government operations.

- 6.9.3 Vacation accumulates during the 60-day introductory period but may not be used until the period is successfully completed. An employee who fails to complete the 60-day introductory period, either by resignation or termination of employment, will not be paid for any vacation time accrued. This does not apply to a promotion or transfer.
- 6.9.4 Employees will accrue 4.0 hours bi-weekly for the first three years of full-time equivalent employment.
- 6.9.5 After completion of an employee's third year of employment, the accrual rate will increase to 6.0 hours of paid vacation for each pay period of employment.
- 6.9.6 After the completion of an employee's eighth year of employment, the accrual rate will increase to 8.0 hours of paid vacation for each pay period of employment.
- 6.9.7 Vacation leave will not accrue when an employee is out of work, including but not limited to Disability, Workers Compensation, or any other leave that is not vacation or designated sick leave.
- 6.9.8 Vacation leave taken in excess of vacation available will not be paid and may result in disciplinary action. It is the employee and the authorizing supervisor/manager's responsibility to keep track of vacation time accrued and used.
- 6.9.9 Vacation leave will not accrue in excess of 200 hours. Once the maximum is reached, all further accruals will cease.
- 6.9.10 Employees are not allowed to cash out vacation unless approved by the employee's Department Manager and the Tribal Council for family emergencies and extenuating circumstances. None the less, no employee, regardless of circumstances will be allowed to cash out more than (2) two times per year, and must leave a balance of at least 8 hours of vacation after each cash-out. Vacation cash outs are evaluated on a case-by-case basis and must be submitted in writing and must include the number of vacation hours available, the number of vacation of hours requested, and the reason for the cash-out. Your Department Manager and/or the Tribal Council may request the employee to provide proof and supporting documents.
- 6.9.11 Any employee who separates or terminates from Big Sandy after completing the 60-day introductory period will be paid all accrued and unused vacation at a rate consistent with the departing employee's wage or salary at the time of separation.

## **6.10 Sick Days**

- 6.10.1 To minimize the economic hardship that may result from an unexpected short-term illness, medical, dental, or vision appointment, or injury to an employee, immediate family member, or legal dependent, the Tribe will provide regular full-time employees sick leave benefits as outlined herein.
- 6.10.2 Sick leave is earned at a rate of 2 hours bi-weekly for full-time equivalent employment. Sick leave accumulates during the 60-day introductory period, but may not be used until the introductory period is successfully completed.
- 6.10.3 Employees shall not be allowed to accrue more than 100 hours of sick time. Once the maximum is reached, all accrual will cease.
- 6.10.4 Immediate family means, with respect to the Person under consideration, a husband, wife, registered domestic partner, father, mother, son, daughter, registered domestic partners child, brother, sister, grandparent, uncle, aunt, nephew, niece, father-in-law, mother-in-law, son-in-law, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.
- 6.10.5 Employees must submit a certificate from a licensed physician for any sick leave taken for three (3) or more consecutive days.
- 6.10.6 Abuse of sick leave will result in disciplinary action, up to and including termination.
- 6.10.7 Sick leave has no cash value upon separation. Accordingly, any accumulated but unused sick leave will not be paid out and cannot be cashed out.
- 6.10.8 Sick leave taken in excess of sick leave available will be automatically deducted from vacation leave available. If no vacation time is available, employees will not be paid for their absence.

## **6.11 Leave of Absence**

- 6.11.1 Under special circumstances, full-time employees who have completed one year of employment may be granted a leave of absence without pay.
- 6.11.2 The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Tribal Council.
- 6.11.3 Failure to obtain proper authorization for leave, regardless of the reason, will be treated as an unexcused absence. If an employee fails to report to work, No Call / No Show, the Tribe may consider it as a resignation or separation of employment by the employee.
- 6.11.4 All leaves of absence must be requested a minimum of 30 days prior to the intended leave of absence. In emergency situations, absences should be

reported as soon as possible, usually within 24 hours of an employees' scheduled shift. Leaves may not exceed 12 weeks in a calendar year.

- 6.11.5 In compliance with Big Sandy Rancheria policy, leave may be granted for any of the following reasons: a non-work related serious health condition that makes the employee unable to perform their duties, pregnancy; military service, disability; care of a newborn; foster or adopted child; care of a spouse; child; or parent with serious health conditions; and certain other situations requiring an employees' absence.
- 6.11.6 Although the Tribe may grant a leave of absence, the continuation of insurance benefits, opportunity for reinstatement, and other privileges granted in connection with any leave may be limited by applicable federal law.
- 6.11.7 Leaves of absence are unpaid except for accrued vacation and sick time, which employees are required to use as a condition of leave. All paid and unpaid absences are counted toward an employee's leave of absence to the extent permissible.
- 6.11.8 Big Sandy will make reasonable efforts to return each employee to the same or similar job held prior to the leave of absence, subject to staffing and business requirements.
- 6.11.9 During a leave of absence, employees do not accrue benefits such as sick leave or vacation. Employees may only be paid if accrued paid time off is available.

## **6.12 Bereavement Leave**

- 6.12.1 Full-time and part-time employees are eligible immediately upon hire for five paid days for the death of an immediate family member. Part-time employees will be paid commensurate to their weekly work schedule and daily hours worked.
- 6.12.2 Immediate family means, with respect to the Person under consideration, a husband, wife, registered domestic partner, father, mother, son, daughter, registered domestic partners child, brother, sister, grandparent, uncle, aunt, nephew, niece, father-in-law, mother-in-law, son-in-law, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.
- 6.12.3 Requests for bereavement leave should be made to your immediate supervisor as soon as possible.
- 6.12.4 Any employee who uses bereavement leave may be asked to provide appropriate documentation. (Appropriate documentation will be determined by your Department Manager and/or the Human Resources Department.)

### **6.13 Jury Duty and Other Court Proceedings**

- 6.13.1 Employees may be granted leave with pay if they are called for jury duty or subpoenaed as a witness. The employee will receive full pay, minus any amounts received from the courts as jury duty pay.
- 6.13.2 Paid leave of absence, minus any amounts received from the courts as jury duty pay, not to exceed three (3) calendar days per year, will be granted when Tribal Government employees are summoned and selected for jury duty or to appear as a witness in court or in other legal proceedings.
- 6.13.3 Government employees must notify their supervisor or Department Manager upon receiving notification that they have been summoned for jury duty.
- 6.13.4 If selected to serve on a jury, witness, or other legal proceedings employees will be required to provide verification of time served.
- 6.13.5 If the assignment exceeds three days, the employee may opt to utilize vacation hours at their discretion.
- 6.13.6 Employees must report for work on any day they are excused from jury duty.
- 6.13.7 If proper documentation is not provided to Big Sandy to support the absence, paid leave will not be granted and the employee may be subject to disciplinary action up to and including termination.

### **6.14 Voting**

- 6.14.1 Big Sandy encourages eligible employees to vote in federal, state, and local elections or referendums. An employee may, on federal, state, local, or tribal Election Day request hours for leave to vote in such an election without loss of pay. Use of such leave should be arranged in advance with supervisor.

### **6.15 Tribal Meeting**

- 6.15.1 Any enrolled Big Sandy Band of Western Mono Indians Tribal Member that wishes to attend a BSR Tribal meeting during working hours must clock out for the meeting and clock back in when returning back to work. If a BSR employee chooses to use their meal period during the meeting attendance they must receive authorization from their immediate supervisor. Meeting attendance must not interfere with the day to day operations of the Tribal Government. Surveillance and Compliance department employees must receive prior approval by their immediate supervisor.

## **SECTION 7**

### **7.1 Personnel Records**

- 7.1.1 It is important that an employee's personnel records be kept up-to-date at all times. Each employee's current home address, telephone number(s), and the telephone number(s) of emergency contact(s) must be on file with the Tribes Human Resources department. If marital status or dependents change, it is the employee's responsibility to change the number of exemption claimed for income tax purposes, if desired.
- 7.1.2 It is the employee's responsibility to keep the Tribes Accounting and Human Resources department informed of any changes to contact information. Failure to do so may result in delay of payroll and/or W2's.
- 7.1.3 Employment information regarding any past or present employee may not be disclosed to any outside party except as specifically authorized by the employee at the beginning of his/her employment.
- 7.1.4 If an agency or company calls to confirm employment, the Tribe will only provide the following information about employment:
  - A. Dates of Employment
  - B. Status of Employment: Currently employed or no longer with Big Sandy Rancheria

### **7.2 Access to Personnel Files**

- 7.2.1 Upon request, employees may inspect their own personnel files at a mutually agreeable time, on Tribal Government premises in the presence of a Tribal Government Official. Employees will be permitted to see any records regarding your qualification for employment, promotion, wage increases or discipline.
- 7.2.2 Exceptions include records regarding criminal investigation and any letters of reference maintained by the Tribal Government.
- 7.2.3 Employees are allowed to have a copy of any document signed by the employee relating to employment.

### **7.3 Public Statement(s)**

- 7.3.1 No employee may speak for, or on behalf of, the Big Sandy Band of Western Mono Indians on any matter concerning the Tribe or the Tribes' business without prior written approval of the Tribal Council unless doing so is specifically included as part of the employee's job description.

### **7.4 Code of Conduct**

- 7.4.1 A Tribal Government's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees.

- 7.4.2 A conflict of interest is defined as a situation in which an employee has any proprietary interest in, receives or has expectations of receiving compensation from, or will have a significant monetary gain or loss as a result of the Tribe's actions or any organization, program, project, contract, or other matter being considered by the Tribe; or a situation in which an employee may use his or her position for purposes which are, or which give the appearance of being, motivated by a desire for private gain for themselves or someone with whom they have a personal or professional relationship.
- 7.4.3 Therefore, employees must never use their positions with the Tribal Government, or any of its members, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.
- 7.4.4 Furthermore, no employee of the Big Sandy Rancheria shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, or incur any obligation of any nature, which are in conflict with the proper discharge of his/her duties during their employment.
- 7.4.5 No employee of the Big Sandy Rancheria shall use his/her position to secure special privileges or exemptions for himself/herself or others.
- 7.4.6 No employee of Big Sandy Rancheria shall, directly or indirectly, give or receive or agree to receive, any compensation, gift, reward or gratuity from any source except the Big Sandy Rancheria Tribal Council for any matter connected with or related to the discharge of his/her duties as such an employee unless otherwise provided for by law.
- 7.4.7 No employee of the Big Sandy Rancheria shall accept employment, or engage in any business or professional activity which he/she might be reasonably expect would require or induce him/her to disclose confidential information acquired by him/her by reason of his/her position.
- 7.4.8 No employee of the Big Sandy Rancheria shall disclose confidential information gained by reason of his/her position, nor shall he/she otherwise use such information for his/her personal gain or benefit.
- 7.4.9 No employee of the Big Sandy Rancheria shall transact any business in his/her official capacity with any business entity of which he/she is an officer, agent, employee, or member, or in which he/she owns an interest.
- 7.4.10 All employees of Big Sandy Rancheria shall act in a fair, impartial and courteous manner in all their dealings with the Tribal members and the public.
- 7.4.11 Any employee of Big Sandy Rancheria violating any provision of the Code of Conduct may be recommended for dismissal from his/her employment.

## **7.5 Fraud-Free Work Environment**

- 7.5.1 Providing a fraud-free work environment is a top priority at Big Sandy Rancheria. Our Finance Department is responsible for implementing and administering proper internal controls against fraud as well as monitoring and evaluating these internal controls to ensure the integrity of the Finance Department and financial reporting.
- 7.5.2 A successful anti-fraud program depends on us all being alert and committed to safe guarding assets. We want you to know that you can report your workplace concerns anonymously and without fear of reprisal through “In Touch”. This valuable external service may be accessed by the Internet ([www.bsration.getintouch.com](http://www.bsration.getintouch.com)) or by calling the toll-free number (1-877-7677781). Both of these avenues are available 24 hours a day, seven days a week. This service is an enhancement, not a replacement, of our current employee benefits, as well as our current policies and procedures. Please feel free to utilize this system if you do not feel comfortable using our current procedures.
- 7.5.3 This anonymous and confidential reporting system enables all employees to report workplace concerns while protecting your identity if desired. Such concerns you may report on may be, but are not limited to: fraud, embezzlement, auditing matters, or other accounting issues.
- 7.5.4 Upon submission of your report, you will be provided with a unique access code and asked to generate a personal password. It is very important that you document these items as they will be used to follow up on your report. You can call “In Touch” or log in to [www.bsration.getintouch.com](http://www.bsration.getintouch.com) to check report status. Once the unique access code and password is entered, you may continue anonymous dialogue with us through the message board “talk to your organization.”
- 7.5.5 If you have any questions regarding this important service, please contact our Human Resources Department.

## **7.6 Solicitation and Distribution**

- 7.6.1 Solicitation is not allowed during working hours. Should a employee wish to sell or distribute promotional items to other employees or visitors, transactions, or campaigns shall be conducted away from the work area and during breaks, lunches, or during off hours.
- 7.6.2 Trespassing, soliciting or distribution of literature by non-employees on Tribal Government premises is prohibited at all times, unless they are an authorized or perspective vendor of the Tribe.
- 7.6.3 Big Sandy reserves the right to prohibit any sales or distribution of any promotional items.

## **7.7 Equipment**

- 7.7.1 Employees are expected to demonstrate proper care when using Tribal Government property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break, or damage any property, report it to your supervisor at once.

## **7.8 Tribal Government Vehicles**

- 7.8.1 Employees who are eligible to use Tribal Government vehicles are responsible for the safe operation and cleanliness of the vehicle.
- 7.8.2 If an employee is involved in an accident while operating a Tribal Government vehicle, it should be reported to your supervisor immediately. Employees involved in an accident will be required to submit to a drug and alcohol screening as scheduled by the Tribe or law enforcement agency.
- 7.8.3 Employees are responsible for any moving and parking violations and fines that may result when operating a Tribal Government vehicle.
- 7.8.4 Tribal Government vehicles should be operated by Tribal Government employees only and may only be used for job-related travel.
- 7.8.5 Smoking is prohibited in Tribal Government vehicles.
- 7.8.6 All Federal and State laws will be in effect while operating Tribal Government vehicles, including but not limited to, seat-belt laws, cell phone operation law, and speed limits. It is the driver's responsibility to know and abide by all Federal and State laws in which they are operating Tribal Government vehicles in.
- 7.8.7 Please refer to the Big Sandy Motor Vehicle Policy for further details and information on the use and maintenance of Government vehicles.

## **7.9 Travel/Expense Accounts**

- 7.9.1 Big Sandy Rancheria will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required. Please see your supervisor for additional policies and procedures regarding travel and expenses and for additional information regarding reimbursable business expenses.
- 7.9.2 Any business expense not previously approved by your Department Manager or the Tribal Council may be at the employee's expense.

## **7.10 Meetings**

- 7.10.1 Staff meetings are held from time to time, for the purpose of providing instruction, training or for a similar purpose. All Tribal Government employees are expected to attend all regularly scheduled mandatory

meetings as directed by their immediate supervisor, Department Manager, or the Tribal Council.

### **7.11 Personal Phone Calls, Mail, Deliveries and Facsimiles**

7.11.1 Personal business is not allowed during working hours. Please do not have any personal mail or facsimiles sent to the Tribal Government Offices. Personal telephone calls should only be made or accepted in the case of an emergency and must not interfere with an employee's work. Routine personal calls should be kept to a minimum. Employees may not have personal deliveries made to the Tribal Government offices without prior approval of their Department Manager and/or Tribal Council.

### **7.12 Electronic Mail and Voice Mail Monitoring**

7.12.1 Big Sandy recognizes to need to be able to communicate efficiently with fellow employees and members. Therefore we have installed electronic mail (e-mail) and voice mail systems to facilitate the transmittal of business-related information within the Tribal Government.

7.12.2 The e-mail and voice mail systems are intended for business use only. The use of the Tribal Government's e-mail and/or voice mail systems to solicit fellow employees or distribute non job-related information to fellow employees is strictly prohibited.

7.12.3 The Tribal Government's policies against sexual and other types of harassment apply fully to the e-mail and voice mail systems. Violations of those policies are no permitted and may result in disciplinary action, up to and including termination. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything that could b construed as harassment or disparaging to others.

7.12.4 Employees shall not use unauthorized codes or passwords to gain access to others' files and or accounts.

7.12.5 All e-mail and voice mail passwords must be made available to the Tribal Governments system administrator at all times.

7.12.6 All messages composed, sent or received through the Tribe's electronic communication systems are and remain the property of Big Sandy. They are not the private property of any employee, and should not be considered private. The Tribal Government reserves and intends to exercise the right to review, audit, intercept, access, print, read, and disclose all messages created, received or sent over the electronic communication systems for any purpose.

### **7.13 Internet Usage**

7.13.1 Use of the Internet is encouraged for research, education, and communication related to employment with the Tribal Government. The

internet is intended for business purposes only. Use of the Internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, gambling and downloading of files for personal use, is strictly prohibited.

7.13.2 The Tribal Government's policies against sexual and other types of harassment apply fully to the e-mail and voice mail systems. Violations of those policies are not permitted and may result in disciplinary action, up to and including termination. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

7.13.3 The time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal usage will be investigated thoroughly.

7.13.4 Any employee learning of any misuse of the Internet shall notify a member of management.

7.13.5 Violation of this policy may result in disciplinary action up to and including discharge.

#### **7.14 Dress Policy**

7.14.1 Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

#### **7.15 Parking**

7.15.1 Personal vehicles are to be parked in designated employee parking areas. Because Big Sandy cannot assume any liability for lost, stolen, or damaged items, employees are strongly encouraged to lock their cars and keep any personal property out of sight. Employees are encouraged to report any lost, stolen, or damaged items as soon as possible.

#### **7.16 Outside Employment**

7.16.1 Employees are permitted to engage in outside employment, but not with other Gaming Centers, Casinos, Tribal Governments or any other companies involved in Gaming, provided that such employment does not affect or interfere with the employee's assigned job duties or responsibilities, and don't detract from the employee's on-the-job performance, or otherwise constitute a conflict of interest with the employee's employment. Having a second job does not excuse an employee from satisfactorily performing all of his/her job duties. If the second job affects the employee's performance with Big Sandy, the employee may be asked to either resign the second job or resign from Big Sandy, or be subject to disciplinary action up to and including termination.

- NOTE: Employees must notify their Department Manager if they have or will be taking outside employment.

## **7.17 Separation of Employment**

7.17.1 Employees, who are rehired following a break in service in excess of 60 days, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

7.17.2 All Tribal Government property, including this Employee Handbook, must be returned upon termination. Otherwise, the Tribal Government may take action to recoup any replacement costs and/or seek the return of Tribal Government property through appropriate legal recourse.

## **SECTION 8**

### **8.1 Standards of Conduct**

8.1.1 Each employee has an obligation to observe and follow the Tribal Government's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures, up to and including termination, will be taken. The Tribal Government does not guarantee that one form of action will necessarily precede another.

8.1.2 All employees are required to report to work in a physical and mental condition that will enable them to perform their job duties in a safe and efficient manner.

8.1.3 The Tribal Government will conduct random drug testing, with which all employees must comply or be subject to disciplinary action, including suspension or immediate termination.

8.1.4 For the safety of all employees taking a prescribed controlled substance during or prior to their scheduled shift that may affect work related behavior are required to inform their immediate supervisor and/or the Human Resources department.

8.1.5 Any Government employee involved in an accident or incident while on duty must submit to a drug screening or breathe analyzer test. Failure to do so may result in disciplinary action, up to and including termination.

8.1.6 All employees are required to notify their Department Manager and/ or Human Resources of any involvement in criminal charges, drug or alcohol-related incidents, within 24 hours. This does not include minor traffic violations.

- 8.1.7 The following may result in disciplinary action, up to and including terminations:
- A. Violation of the Tribal Governments' policies confidentiality, safety, health, or security rules;
  - B. Insubordination;
  - C. Unauthorized or illegal possession;
  - D. Use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in Tribal Government activities or in Tribal Government vehicles;
  - E. Unauthorized possession of a controlled substance;
  - F. Use or sale of weapons, firearms, or explosives on work premises;
  - G. Theft or dishonesty;
  - H. Falsification of records (including time cards, expense claims, background screening, data, employment application, etc.);
  - I. Unauthorized access to confidential information or breaches of confidentiality;
  - J. Divulging proprietary or confidential information to employees or other individuals or entities not authorized to receive the information;
  - K. Physical or sexual harassment;
  - L. Disrespect toward fellow employees, visitors or other members of the public;
  - M. Performing outside work or use of Tribal Government property, equipment or facilities in connection with outside work while on Tribal Government time, unless prior authorization was granted;
  - N. Poor attendance or poor job performance;
  - O. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony, interfering with another employee on the job, restricting work output or encouraging others to do the same;
  - P. The examples are not all inclusive and termination decisions will be based on an assessment of all relevant factors and evaluated on a case-by-case basis.

## **8.2 Workplace Violence**

- 8.2.1 Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to Tribal Government property in the event someone, for whatever reason, may be unhappy with a Tribal Government decision or action by an employee or member of management.
- 8.2.2 If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency immediately.
- 8.2.3 All reports of work-related threats will be kept confidential to the extent possible, investigated and documented.
- 8.2.4 Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.
- 8.2.5 Violations of this policy, including your failure to report or fully cooperate in the Tribal Government's investigation, may result in disciplinary action, up to and including termination.
- 8.2.6 To ensure the health and safety of all who enter the premises, the security of Tribal assets, and the confidentiality and authorized use of proprietary data, the Tribal Government reserve the right to conduct and/or direct the following practices at any time, with or without advance notice or consent:
  - A. Searches and inspections of the premises, including all Tribal property and/or any article of personal property carried onto or removed from the premises.
  - B. Monitoring any type of electronic transmission, storage, recording, correspondence, or work area.
- 8.2.7 An employee's concealment of property or data, and/or use of locks, security codes, or passwords, does not create an expectation of privacy or alter the right of the Tribal Government to conduct or direct any form of search, inspection, or monitoring.

## **8.3 Smoking in the Workplace**

- 8.3.1 Big Sandy is committed to providing a safe and healthy environment for employees and visitors. Smoking is allowed only in designated areas

outside the building. Violations of this policy may result in disciplinary action, up to and including termination.

#### **8.4 No Weapons in the Workplace**

- 8.4.1 Possession, use or sale of weapons, firearms or explosives on work premises, while operating Tribal Government machinery, equipment or vehicles for work-related purposes or while engaged in Tribal Government business off premises is forbidden except where expressly authorized by the Tribal Government and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.
  
- 8.4.2 Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to your supervisor immediately. Violations of this policy will result in disciplinary action, up to and including termination.

## **SECTION 9**

### **9.1 Amendments**

9.1.1 The Big Sandy Rancheria Tribal Government may amend part or all of this policy and procedure manual, at any time, with a majority vote of the Tribal Council. Notice of any amendments shall be provided to all Tribal Government Department Directors and / or Managers for proper notification to employees within 5 business days after the amendments have been approved by the Tribal Council



ACKNOWLEDGMENT OF PERSONNEL POLICIES AND PROCEDURES HANDBOOK

I \_\_\_\_\_ hereby acknowledge that I received a copy of the **“Personnel Policies and Procedures Handbook.”** I have reviewed it carefully and acknowledge that I am responsible for knowing the content and abiding by the policies and procedures set forth therein.

I acknowledge that this handbook and all other documents are the property of Big Sandy Band of Western Mono Indians, and I will treat them accordingly, upholding the policy of Confidentiality at all times.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## TRIBAL GOVERNMENT

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### TRIBAL GOVERNMENT

#### CONFIDENTIALITY & AT-WILL EMPLOYMENT AGREEMENT

I, \_\_\_\_\_, understand that in the course of my employment with Big Sandy Rancheria, I may have access to and become acquainted with information of a confidential, proprietary or secret nature which is or may be either applicable or related to the present or future business of the Tribe, Gaming Commission or Gaming Facility, its research and development, or the business of its customers. Such information includes, but is not limited to, devices, inventions, processes, and compilations of information, records, investigations, specifications and information concerning customer and/or vendors.

I agree that I will not disclose any confidential information, directly or indirectly, or use such information in any way, either during the term of my employment or at any time except as required in the course of my employment with Big Sandy.

I understand and agree that should I be terminated or resign my position with the Tribe, and after said separation, the circumstances of my separation are shared in any public forum by me, the Tribe reserves the right to preserve its reputation and dispute any and all claims made in said public forum.

I further understand that I may resign my employment at any time with or without cause. Likewise, Big Sandy may dismiss any employee at any time with or without cause.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Tribal Council \_\_\_\_\_ Date \_\_\_\_\_