



**LAC COURTE OREILLES BAND
OF
LAKE SUPERIOR CHIPPEWA INDIANS**

TRIBAL CODE OF LAW

**TITLE XIV
POLICIES AND PROCEDURES**

TITLE XIV – CHAPTER 14

**LCO DEVELOPMENT CORPORATION PERSONNEL POLICIES AND
PROCEDURES
OF THE
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS**

Preamble

This personnel policy and procedural manual is enacted pursuant to the inherent sovereign authority of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians in the implementation of Title XII, Chapter 3 of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians Tribal Code of Law (LCOTCL) – Employment Code. This personnel policy and procedural manual, outlines the general policies, rules and practices in effect for the Lac Courte Oreilles Tribal Government and is intended to be a helpful reference during your employment with the Tribe. The information contained herein is general information, and its contents do not create or constitute a contract between the Tribe and any employee. The Tribal Governing Board acting in its sovereign capacity may in its sole discretion amend this personnel policy and procedural manual from time to time. The Human Resource Director, or designee, will distribute approved revisions to all employees.

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SUBCHAPTER 14.1 - GENERAL PROVISIONS

§ 14.101 Title.

This personnel policies and procedures manual shall be known as The LCO Development Corporation Personnel Policies and Procedures.

§ 14.102 Authority.

This personnel policy and procedural manual is enacted pursuant to the inherent sovereign authority of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians in the implementation of Title XII, Chapter 3 of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians Tribal Code of Law (LCOTCL) – Employment Code.

§ 14.103 Purpose.

It is the purpose of this personnel policy and procedural manual to provide the general policies, rules and practices in effect at the LCO Development Corporation. This personnel policy and procedural manual is intended to govern your employment with the LCO Development Corporation. The information contained herein is general information, and its contents do not create or constitute a contract between The LCO Development Corporation and any employee. The LCO Development Corporation Human Resource Director, or designee, will distribute approved revisions to all employees.

§ 14.104 Mission Statement.

The LCO Development Corporation shall perform for our customers the highest level of quality construction services at fair and market competitive prices. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers. Safety of our employees and customers is of the highest priority within the corporation.

§ 14.105 Effective Date.

Except as otherwise provided in specific sections, the provisions of this personnel policy and procedural manual shall be effective on the date adopted by the Tribal Governing Board.

§ 14.106 Interpretation.

The provisions of this personnel policy and procedural manual:

- (1) Shall be interpreted and applied as minimum requirements applicable to the employment related activities of the LCO Development Corporation;
- (2) Shall be liberally construed in favor of the LCO Development Corporation;

(3) Shall not be deemed a limitation or repeal of any other tribal power or authority.

§ 14.107 Severability and Non-Liability.

If any section, provision or portion of this personnel policy and procedural manual is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this personnel policy and procedural manual shall not be affected thereby. The LCO Development Corporation further asserts immunity on its part and that of its agencies, employees, and/or agents from any action or damages that may occur as a result of reliance upon and conformance with this personnel policy and procedural manual.

§ 14.108 Repeal of Inconsistent Governmental Manual(s).

All previous personnel policy and procedural manual(s) of the LCO Development Corporation inconsistent with this manual are hereby repealed and the provisions of this manual shall govern the employment related activities of the LCO Development Corporation.

SUBCHAPTER 14.2 – DEFINITIONS

§ 14.201 General Definitions.

Any term not defined in this section shall be given its ordinary meaning. The following terms, wherever used in this ordinance, shall be construed to apply as follows, except where the context indicates otherwise:

(1) **“Assistant Superintendent”** means the individual employed by the LCO Development Corporation who reports to the Superintendent and manages affairs when the Superintendent is not available.

(2) **“Compensatory time” and “compensatory time off”** means paid time off, which is not counted as hours worked during the applicable workweek, or other work period for purposes of overtime compensation, and for which the non-exempt employee is compensated at the non-exempt employee’s regular rate.

(3) **“Contracted Employee”** means an employee who has entered into a written contract, which has been properly authorized and signed by a signatory of the Tribe and the employee which defines the employment relationship. The contract will be for a specified period, and will outline benefits, pay and other conditions of employment. The terms and conditions of employment for Contracted employees may differ from the terms in this personnel policy and procedural manual, and this manual may be incorporated by reference in the Contracted Employee’s written contract.

(4) **“Employee”** means an employee of the Tribe including: Exempt Employee, Non-exempt Employee, Full-time Employee, Seasonal Employee, or Temporary Employee.

(5) **“Executive Director”** means the individual employed by the Tribal Governing Board to manage the affairs of the Lac Courte Oreilles Tribal Government as provided for in this manual, the Employment Ordinance, and other relevant documents.

(6) **“Extreme Circumstance”** means an unscheduled or unplanned circumstance exceeding an ordinary, usual, or expected event.

(7) **“Full-time Employee”** means an employee regularly scheduled to work thirty-two to forty (32-40) hours per week who has completed the ninety (90) day probationary period. Full-time employees are eligible for employee benefits subject to the limitations of the applicable benefit plans.

(8) **“Fringe Benefit”** means an extra benefit supplementing an employee’s salary, such as: health insurance, Worker’s compensation, 401(k) benefits, short-term and long-term disability.

(9) **“Human Resources”** means the LCO Development Human Resources.

(10) “**Immediate family member**” means Husband, Wife, Son, Daughter, Mother, Father, Brother, Sister, Grandparent, Grandchild.

(11) “**Independent contractor**” means an individual who is not an employee of the Tribe, but rather has entered into a contract with the Tribe, which defines the scope of services. Independent contractors are not employees, do not receive benefits, are not subject to this personnel policy and procedural manual and are governed by a written or verbal contract.

(12) “**Management**” means the Superintendent, Assistant Superintendent, Foreman and any employee who is assigned permanent or temporary supervisory or decision-making authority.

(13) “**Non-Exempt Employee**” means an employee who the Human Resource Director, or designee, categorizes as being non-exempt from accruing compensatory time.

(14) “**Part-time Employee**” means an employee regularly scheduled to work less than thirty-two (32) hours per week. Part-time employees are not eligible for employee benefits or leave.

(15) “**Positive Test Result**” means a Blood Alcohol Concentration determined to be under the influence as established in § 14.201 (21) and 14.808 (3).

(16) “**Probationary Employee**” means an employee who has not successfully completed their required 30-day probationary period.

(17) “**Seasonal Employee**” means an employee hired for an established period usually during peak workloads or seasonal demands. Seasonal workers may not be eligible for all employee benefits.

(18) “**Serious Health Condition**” means a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three (3) days would be considered a serious health condition.

(19) “**Superintendent**” means the individual employed by the Tribal Governing Board to manage the affairs of the LCO Development Corporation as provided for in this manual and other relevant documents.

(20) “**Temporary Employee**” means an employee hired for a period of ninety (90) days or less. Temporary employees may work a full-time or part-time schedule and are not eligible for employee benefits and paid leave.

(21) **“Under the Influence of Alcohol, Illegal Drugs or Controlled Substances”** means the following: a Blood Alcohol Concentration that indicates a positive test result as established in § 14.808 (3); or are results that confirm the presence of illegal substance; or are results that confirm the presence of a controlled substances that an employee does not have a valid prescription for or the levels exceed the prescribed dosage.

(22) **“Valid Prescription”** means a prescription that is current and issued for a medical purpose in the usual course of professional practice by a practitioner or a covering practitioner who has conducted at least 1 in-person medical evaluation of the patient.

SUBCHAPTER 14.3 – GOVERNANCE

§ 14.301 General.

The Tribal Governing Board is the governing body of the Tribe. Pursuant to the Amended Constitution and Bylaws of the Tribe, ultimate legal and fiscal responsibility of the Tribe is with the Tribal Governing Board, as the elected representatives of the members of the Tribe. The Tribal Governing Board possesses the inherent sovereign authority to delegate oversight and management responsibilities to program directors for the planning and daily operations of Tribal programs and entities. The Tribal Court interprets and enforces, in accordance with and subject to applicable law, as well as these policies and procedures established by the Tribal Governing Board.

§ 14.302 Sovereignty.

The Tribe is a sovereign nation, with inherent reserved rights recognized through federal treaties; as such the tribe exists within the geographical boundaries of the United States. Immunity from private lawsuits is one aspect of inherent tribal sovereignty. Immunity from suit means that no private lawsuit can be maintained against the Tribe unless the Tribe consents to the action. Nothing in this manual, constitutes a waiver of the Tribe's inherent sovereign immunity.

§ 14.303 Employment Laws.

It is the general policy of the Tribe to extend to its employees, where possible, the rights and benefits provided by employers regulated by the laws of the United States. However, the Tribe looks to federal employment laws as guidelines only, and nothing in this personnel policy and procedural manual shall be construed as the Tribe's consent to application of such laws. Another aspect of the Tribe's inherent sovereignty is that Wisconsin Statutes are not applicable on Tribal operations without the express written permission of the Tribal Governing Board. The Tribe reserves the right to create and modify its employment laws and policies without regard to such laws or interpretations thereof.

SUBCHAPTER 14.4 – HIRING PROCESS

§ 14.401 Equal Employment Opportunity.

The L.C.O. Development Corporation reaffirms its commitment to equal employment opportunity and advancement toward all applicants and employees regardless of race, color, creed, national origin, gender, sexual orientation, marital status, veteran status, religion, status with regard to public assistance, membership or activity in a local commission, disability, age or any other status protected by law.

§ 14.402 Indian Preference.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et. seq.* prohibits various forms of discrimination, including racial, color, gender-based, religion or national origin within the employment context. However, similar to the United States government, Indian tribes are expressly exempted from the definition of a covered “employer.” Consistent with this exemption, the Tribe grants Indian preference in employment, and will apply preference in the following order when there are two or more candidates that meet the job qualifications:

- (1) Members of the Lac Courte Oreilles Tribe,
- (2) Members of other Federally Recognized Tribes with a dependent or dependents who are members of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians,
- (3) Members of other Federally Recognized Tribes,
- (4) Non-members with a dependent or dependents who are members of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians,
- (5) All Others.

§ 14.403 Hiring Preferences.

The LCO Development Corporation will utilize the following preference ranking when considering an applicant for employment. It is the responsibility of the applicant to provide the necessary documents listed below for the purpose of obtaining preferences:

- (1) Indian preference as described in § 14.402 of this manual (Applicant must provide a signed official document from a federally recognized Tribe acknowledging enrollment);
- (2) Veteran preference (Applicant must provide a Veterans Administration form DD214);
- (3) Former employees of the LCO Development Corporation whom left in “good standing” and whose separation was not as a result of disciplinary action or an agreement in lieu of disciplinary action which would have otherwise resulted in termination.

§ 14.404 Employment of Relatives.

The LCO Development Corporation encourages relatives of Lac Courte Oreilles Tribal members to seek employment with the LCO Development Corporation. However, the LCO Development Corporation also seeks to avoid potential problems arising from family members directly supervising one another. A waiver of this provision may be granted by the Executive Director when the services of the employee cannot be obtained from any other available person with the same or equivalent qualifications.

§ 14.405 Employment of Minors.

The LCO Development Corporation will utilize, solely as a guideline, federal laws pertaining to the employment of minors.

§ 14.406 Disclosure and Background Check.

(1) All applicants who are being considered for employment with the LCO Development Corporation must provide the information as described in § 14.409 of this manual. Incomplete applications and application which fail to provide consent for background checks will not be considered. For all applicants considering employment with the Tribe, the Tribe reserves the right to:

(a) conduct background checks on all the LCO Development Corporation employees.

(2) While employed with the LCO Development Corporation, every employee must notify his or her department head or director in writing of any pending criminal charge or conviction, which may result in disciplinary action pursuant to Subchapter 14.12 of this manual. The LCO Development Corporation reserves the right to:

(a) issue disciplinary action depending upon the severity of the charge or conviction.

(b) conduct a criminal background check or personnel background check of current the LCO Development Corporation employees with reasonable suspicion of policy violations as detailed in this manual.

(3) Failure to pass a background check to the satisfaction of the LCO Development Corporation or to disclose a criminal charge or conviction may result in revocation of a conditional offer of hire or disciplinary action, up to and including termination.

§ 14.407 Funding and Approval.

Prior to posting or filing a position, management must ensure there are sufficient funds to pay for salary, fringe benefits and all other costs of the position. If the job is for a shorter period

and only limited funds are available or if the position is contingent upon receiving funding, this constraint will be explicitly specified at the time of advertisement. The Human Resource designee shall ensure that all positions submitted for posting have all required approvals.

§ 14.408 Posting.

Only the Human Resources designee, is authorized to post a position, provided an existing position shall only be posted with the prior approval of the management. All positions shall be posted for at least ten (10) working days, provided temporary positions may be exempt from this section that are of a 14 (fourteen) day duration or less. The Human Resource designee, will advertise all job postings locally at various locations and other places as appropriate including electronic posting.

§ 14.409 Job Application.

(1) Application Form. Applicants for employment are required to submit an application form, which will include without limitation:

- (a) Signature for permission to perform a background and reference check.
- (b) Driving record and insurance information (if applicable).
- (c) Pre-employment drug testing consent and authorization form.
- (d) Letter of interest
- (d) Resume
- (e) Proof of any stated qualifications
- (f) Three (3) letters of recommendation
- (g) Documentation of hiring preferences pursuant to § 14.403 of this manual.

(2) Background Investigations. The Human Resource designee, shall ensure that background investigations are performed prior to applicant screening pursuant to § 14.406 of this manual.

§ 14.410 Screening and Selection Process.

As an employer, the LCO Development Corporation seeks to employ individuals who possess the qualifications, skills, abilities and background to meet the employment needs of the LCO Development Corporation. It is also the intent of the LCO Development Corporation to treat all applicants with respect and fairness along with ensuring the provisions of § 14.401 of this manual, are adhered to. Pursuant to the Privacy Act of 1974, 5 U.S.C. § 552a, all

applications shall be treated as privileged information and shall be made available only to those directly involved in the hiring process.

(1) Applicant Screening.

(a) Upon receipt, all applications will be date stamped and kept in the hiring file until the deadline date and time has expired. After the deadline, all applications received, within the required time lines, will be reviewed by the Human Resources designee for completeness and minimum qualifications. In addition, the Human Resources designee will conduct a background and reference check to determine any issues that might prohibit an individual from being employed by the LCO Development Corporation.

(b) Applicants that are deemed to meet these minimum qualifications will be notified in writing, emailed (if applicable) and/or telephonically of an offer to be interviewed. Any applications deemed to not be complete, not meet the minimum qualifications or have a background check that contains information that is detrimental to the LCO Development Corporation will be notified in writing that they were not selected to be interviewed.

(c) The decision to not offer an interview will not be subject to any grievance, complaint or appeal provisions of the LCO Development Corporation.

(d) In the event management determines that there are no qualified or insufficient applicants the position may be reposted.

(e) Reference and background checks made by the Human Resources designee should be properly documented and retained for a period no longer than the probationary period of the position being considered.

(2) Applicant Interview.

(a) All eligible applicants will be interviewed by a committee which shall be facilitated by the Human Resources designee and composed of the following, unless the position being considered requires such other composition as determined by the Executive Director:

- (i) Human Resource Designee,
- (ii) Management,
- (iii) Foreman,
- (iv) Other as the management deems appropriate.

(3) Interviewing Principles.

(a) The committee will interview each eligible applicant and shall make the selection based upon all relevant factors, including but not limited to:

- (i) Preferences defined in § 14.403 of this manual,
- (ii) Education/Training,
- (iii) Personal and professional references,
- (iv) Experience relevant to position,
- (v) Interview.

(b) The committee may utilize a ranking system that factors all of the areas established in subsection (3) (a) above, that will ensure a fair and equitable process for determining the best qualified candidate, and if applicable an alternate, to fill the position being interviewed. Such system may utilize points or other forms of ranking that is deemed relevant for the position in consideration. The Human Resources designee shall forward the committee's recommendation to management for review and approval.

(c) The Human Resource designee shall notify the successful and unsuccessful applicants in writing within five (5) working days. If the selected individual does not accept the position or an employee does not successfully complete the probationary period, the Human Resource designee shall offer the position to the alternate selection, if applicable. If there was no alternate selected then the Human Resource designee may repost the position as approved by management.

(d) All relevant documents related to a hiring will be retained by the Human Resources designee for a period not longer than the probationary period for the position being considered. Pursuant to the Privacy Act of 1974, 5 U.S.C. § 552a, all such information shall be treated as privileged information and shall be made available only to those directly involved in the hiring process.

(e) If an employee does not complete the probationary period, the Human Resource designee shall offer the position to the alternate selection. If there was no alternate selected then the Human Resource designee may repost the position as approved by management.

(f) The decision to not hire an interviewee will not be subject to any grievance, complaint or appeal provisions of the LCO Development Corporation.

§ 14.411 Tribal Governing Board Notification.

The Superintendent will notify the TGB who was hired for what position(s) and/or if a position(s) was reposted.

§ 14.412 Orientation.

(1) All new employees will be provided an orientation within the first day of employment, and will be provided this personnel policy and procedural manual, safety manual, all required forms for employment, benefits, a copy of 12 LCOTCL Chapter 6 – Worker’s Compensation Code, and day-to-day procedures. The Human Resource Director designee, will also answer any questions which may arise throughout the course of employment. Foreman will provide further direction relevant to the operation of their division.

(2) Orientation for management will include additional training with the Accounting Department and other required areas to familiarize the employee with grants management responsibilities, accounting codes and procedures, and other applicable functions.

§ 14.413 Position Description.

The Human Resource designee, will provide every employee with a copy of his or her current and or amended position description. The position description is intended to provide a general overview of the duties of the position. From time to time, however, employees will perform duties and handle duties and responsibilities that are not a part of the original position description. Position descriptions contain a general description of a position and do not create any employment rights or entitlements.

§ 14.414 Probationary Period.

(1) All newly-hired employee’s will be placed on a thirty (30) calendar day probationary period with the exception of positions identified by management as needing an extended period in order to adequately assess the employees capabilities to perform the job duties. During an employee’s probationary period they will get to know fellow employees, Management and the duties involved for the position. The LCO Development Corporation will work closely with employees during the probationary period to assist in understanding the needs and processes of the job. The probationary period may be waived by management for short term or seasonal employment.

(2) The probationary period is a trial time for both the employee and the LCO Development Corporation. During this probationary period, the LCO Development Corporation will evaluate the employee’s suitability for employment. At any time during the probationary period, an employee may resign without any detriment to the employee’s record. In addition, if during this period an employee’s work habits, attitude, attendance, or performance do not measure up to the LCO Development Corporation’s standards, the LCO Development Corporation may extend the probationary period for up to thirty (30) calendar days or terminate the employee’s employment without the ability of the employee to appeal the decision.

(3) Probationary employees are not eligible for holiday leave and funeral leave. Probationary employees accrue Personal Time Off. Such employees cannot use Personal Time Off until the completion of their probationary period, unless authorized by their immediate supervisor with concurrence from management and only for medical reasons or extreme circumstances. If an employee does not complete the probationary period for any reason, the employee forfeits all accrued but unused benefits.

(4) At the end of the probationary period, the LCO Development Corporation will prepare a written performance evaluation and discuss overall job performance with the employee. During the course of the discussion, the employee is encouraged to present his or her comments and ideas as well.

(5) The probationary period ends only when a written evaluation of the employee is filed by management indicating the employee has passed probation, with no exceptions.

§ 14.415 Classifications.

Upon hire, the LCO Development Corporation will inform every employee of his or her employment classification, whether exempt or non-exempt, full-time, part-time, seasonal or temporary. This is important because employment classification has an effect on employee rights and benefits under this personnel policy and procedural manual (See Subchapter 14.2 – Definitions for the various classifications).

§ 14.416 Employment At-Will.

Employees, with the exception of certain contracted employees, are hired for an indefinite and unspecified duration and are not guaranteed employment for any specified length of time. As such, either the LCO Development Corporation or an employee can terminate the employment relationship at-will, at any time. In addition, the LCO Development Corporation can modify, amend, supplement or delete terms and conditions of employment relationship at-will, at any time, with or without cause or advance notice.

SUBCHAPTER 14.5 – EMPLOYMENT

§ 14.501 Work Site Accommodations.

The LCO Development Corporation is exempted from the federal and state offered definition of an employer as provided by the American's with Disabilities Act, 42 USC § 12111 (5) (B). However, as a matter of its own internal policies The LCO Development Corporation discourages discrimination against persons with disabilities and when possible seeks to accommodate persons with disabilities on the job. When possible, The LCO Development Corporation will make reasonable efforts to provide reasonable accommodations to all employees and applicants, including work site accessibility. Employees must notify management or Human Resource designee in writing of any requested reasonable accommodation within a reasonable period of time after the employee learns of the need for such accommodation.

§ 14.502 Personnel Files.

(1) The LCO Development Corporation will create and maintain a personnel file for each employee beginning at the time of employment. These files are the sole property of the LCO Development Corporation and are deemed confidential. All employee files, past and present, will be secured in a locked location at all times. Access will be limited to the superintendent, assistant superintendent, or Human Resource designee. An employee or his or her representative if designated in writing which states the purpose of the disclosure may inspect his or her personnel file in the Human Resources department. Employee or designee must contact the Human Resource designee, to make an appointment. Files will be reviewed in a secure location under the supervision of the Human Resource designee, superintendent or assistant superintendent. A personnel file may contain the following types of information:

- (a) Original employment application,
- (b) Letters of reference,
- (c) Notice of hire,
- (d) New hire forms,
- (e) Current position description,
- (f) Records of all disciplinary actions,
- (g) Performance evaluations,
- (h) Starting pay scale and subsequent increases,
- (i) Change of employment status,

- (j) Applicable skills test results,
- (k) Training and career development records,
- (l) Copy of certification or licenses as required,
- (m) Copy of separation notice or letter of resignation,
- (n) Exit interview and inventory checklist,

(o) Other documents relied upon by the LCO Development Corporation to make decisions concerning the employee's employment.

(2) The Accounting Department will maintain time, attendance, and payroll and leave records for each employee in a separate file.

§ 14.503 Medical Documentation.

The LCO Development Corporation will maintain employee documentation as it relates to Doctor's excuse for longer than the allowable three-day absence, return to work statements or any limitations on type of work to be performed by the employee. This information shall be maintained alongside an employee's personnel file but shall be maintained in a separate file. Access will be limited to the Human Resource designee. All personal medical related information is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, 110 Stat. 1936.

§ 14.504 Hours of Work.

(1) The standard work hours are from 8:00 a.m. to 4:30 p.m. Employee hours may be changed at the discretion of management. A written approval shall be maintained in an employee's personnel file.

(2) All field employees must accurately record, sign and in addition have their respective foreman attest to the hours being paid by signing an approved timesheet or timecard. Each timesheet or timecard shall accurately reflect the actual hours being paid during the pay period and distributed by the correct payroll and account/department coding for each employee. The timesheet or timecard is a legal record of hours worked and may not be altered without consent of both the employee and his or her foreman. Management must initial all timecards for work recorded in the field. Any falsification of timecard is grounds for automatic termination.

(3) All office employees must punch in using the office time clock. All timecards are the property of the LCO Development Corporation. No employee shall knowingly punch or allow another employee to punch his or her timecard. All timecards need to be approved by the superintendent or assistant superintendent.

§ 14.505 Pay Period.

The LCO Development Corporation's pay period is from Monday through Sunday and all hours worked during this period are to be recorded as defined in § 14.504 of this manual.

§ 14.506 Reclassification.

The LCO Development Corporation may reclassify an employee (full-time, part-time, exempt, nonexempt, etc.) if the duties or need for the employee has changed. The reclassification of an employee may result in a change in the terms and conditions of employment including without limitation eligibility for benefits and leave. Any foreman who seeks to reclassify an employee shall obtain proper authorization in collaboration with management.

§ 14.507 Evaluations.

Each employee will receive an annual written performance evaluation from management. The evaluation will highlight the employee's strengths and weaknesses, and ways to improve or enhance job performance. The employee and management must sign the evaluation. The employee's signature does not necessarily indicate concurrence but does record acknowledgement and delivery of the document. Employees should not expect that evaluations will automatically result in a change in pay. However, the LCO Development Corporation will rely on evaluations, in addition to all other relevant information, to make decisions about an employee's terms and conditions of employment.

§ 14.508 Resignations.

Each employee must provide management with at least two (2) weeks prior written notice of resignation. Failure to provide notice will result in a negative recommendation for future employment and may result in forfeiture of accrued but unused leave.

§ 14.509 Transfers.

An employee may be granted an internal transfer upon agreement of management of both divisions involved, subject to the prior approval of superintendent. The transferred employee must accept all provisions of the other position (i.e. benefits, rate of pay, duties, hours of work, etc.). The provisions of Subchapter 14.4 of this manual shall not apply to transfers with the exception of § 14.404, § 14.407, § 14.413, § 14.415, and § 14.416. In addition, the provisions of § 14.413, may not apply upon approval of management.

§ 14.510 Promotions.

Management may recommend an employee for a promotion based upon job performance and the needs of the LCO Development Corporation, subject to the prior approval of superintendent. The promoted employee must accept all provisions of the new position (i.e. benefits, rate of pay, duties, hours of work, etc.). The provisions of Subchapter 14.4 of this manual

shall not apply to transfers with the exception of § 14.404, § 14.407, § 14.413, § 14.415, and § 14.416. In addition, the provisions of § 14.414, may not apply upon approval management.

§ 14.511 Attendance.

Punctuality and regular attendance are essential to the effective operation of the LCO Development Corporation. Employees must report to work on time. Any employee who will be absent from work must notify his or her immediate supervisor before their scheduled start time. Any employee who wants to leave early for any reason must have prior approval from management, sign out and sign in upon return. Failure to report to work, without notice, for three consecutive working days will be considered job abandonment and the employee will be considered to have resigned from the LCO Development Corporation. Job abandonment will not be subject to any appeal provisions and shall be subject to the provisions of § 14.508 of this manual.

§ 14.512 Lunch.

Employees are allowed half hour (1/2) hour leave for lunch. Employees must take their lunch at the usual time, between 12:00 – 12:30, unless mutually changed by management.

§ 14.513 Break Periods.

Employees are allowed one fifteen (15) minute break between the hours of 8:00 a.m. and noon and another fifteen (15) minute break between 1:00 p.m. and 4:30 p.m. Employees should be mindful and courteous of workload requirements and the need to make certain that break periods should not be abused. Workers are not allowed to leave the job site during these breaks. A request must be written and approved by management if employee is in need of leaving work site during their break.

§ 14.514 Inclement Weather.

Work will be based upon weather conditions. All workers will be notified prior to start time by management.

SUBCHAPTER 14.6 – WAGES

§ 14.601 Wage Classifications.

The LCO Development Corporation establishes wage and salary classifications for each position based on many factors, including, but not limited to position category, education, experience, knowledge, ability and level of responsibility.

§ 14.602 Wage Increases.

The LCO Development Corporation will consider cost of living, merit and wage increases on an annual basis. All such increases are contingent upon many factors, including funding availability and performance evaluation.

§ 14.603 Compensatory Time.

(1) Management will classify and consistently review the classification of employees as either Exempt or Non-exempt. Exempt employees are compensated on a salary basis and will not accrue overtime for hours worked in excess of forty (40) hours in a workweek. Non-exempt employees will accrue overtime compensation, at a rate of time and a half (1.5). If a non-exempt employee is required to work on a holiday, the non-exempt employee shall receive compensation at a rate of double time (2.0).

(2) A Non-exempt employee shall not work over forty (40) hours in a workweek without the prior authorization of management. Management may adjust any employee's work schedule to avoid accumulation of overtime.

§ 14.604 Temporary Increases.

Management who obtains prior authorization of management may temporarily increase the pay rate of an employee during the time that the employee is temporarily performing the duties of a position with a higher salary range. Any increase will cease upon removal of the conditions that warranted the increase.

§ 14.605 Employer Payroll Deductions.

Various payroll deductions are made each payday to comply with applicable laws, including but not limited to federal and state income tax withholding and social security. At the end of each calendar year, the LCO Development Corporation will provide each employee with a Wage and Tax Statement (W-2) form. This statement summarizes employee income and deductions for the year.

§ 14.606 Bank Deposits or Payroll Deductions.

In addition, the LCO Development Corporation may make deductions from Employees' paychecks in accordance with orders issued by a court of competent jurisdiction. Employees should contact the Accounting Department with any questions.

§ 14.607 Workers' Compensation.

The LCO Development Corporation carries insurance to cover the cost of work-incurred injury or illness. Benefits help pay for employees' medical treatment and a portion of any income lost while recovering. An employee must report any work-related injury or illness to his or her foreman or management by completing the "First Report of Injury or Illness Form," which must be completed within the timelines as stated in the 12 LCOTCL Chapter 6 – Worker's Compensation Code. Refer to the 12 LCOTCL Chapter 6 – Worker's Compensation Code for additional guidelines.

SUBCHAPTER 14.7 – AVAILABLE BENEFITS

§ 14.701 Available Benefits.

(1) The following is a brief list of benefits available to eligible employees;

- (a) Group Health Insurance/COBRA
- (b) Holiday
- (c) Personal Time Off (PTO)
- (d) Additional Paid Leave
- (e) Unpaid Leave
- (f) Family and Medical Leave
- (g) Life Insurance, Disability Insurance and Retirement Plan
- (h) Employee Assistance Program
- (i) Christmas Bonus
- (j) Employee Recognition – Years of Service

(2) The LCO Development Corporation reserves the right, at its sole and absolute discretion, to rescind or amend benefits, to change insurance carriers, or to require employees to contribute towards premium costs. The LCO Development Corporation may make these changes at any time, except as provided by law. The Human Resource designee will notify employees of changes. While the LCO Development Corporation intends to continue offering sponsored benefits, there is no guarantee that such benefits will always be available.

§ 14.702 Eligibility.

The following employee classifications and eligibility for Fringe Benefits are as follows;

(1) Full Time Employee. Full time employees, including seasonal employees as defined in § 14.201 (7) of this manual, are eligible for all Fringe Benefits after satisfactorily completing their probationary period, unless otherwise provided for in an Employment Contract with the LCO Development Corporation or mandated by law.

§ 14.703 Group Health Insurance / Cobra.

(1) Group Health Insurance is through the Federal Employee Health Benefits; FEHB. An eligible employee may select an insurance provider that best meets their individual needs through FEHB. FEHB is offered for both single, single plus one, and family coverage. Employee's portion of payment will be made through payroll deductions done weekly.

(2) Employees who are covered by the group health plan may have the right to choose continuation of health coverage if coverage is lost due to a reduction in hours of employment or termination of employment. Continuation coverage is provided pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, and later amendments, otherwise known as "COBRA". Employees should contact the Human Resource Director for additional information regarding qualifying events or other requirements of COBRA.

§ 14.704 Holiday Leave.

The L.C.O. Development Corporation grants eligible employees paid holiday leave. Eligible employees will receive the following paid holidays:

- (1) New Year's Day
- (2) Memorial Day
- (3) Independence Day
- (4) Honor the Earth Powwow (Friday prior to or the Monday after Unpaid)
- (5) Labor Day
- (6) Veterans Day
- (7) Thanksgiving (2 Days)
- (8) Christmas Eve Day and Christmas Day (2 Days)

§ 14.705 Personal Time Off.

(1) Office employees will get paid Personal Time Off (PTO) at the following rates:

- (a) If employed up to three (0 to 3) years, 1 week per year.
- (b) If employed three years to ten years (3 to 10), 2 weeks per year.
- (c) If employed more than ten (10+) years, 3 weeks hours per year.

(2) Field employees will get paid Personal Time Off (PTO) at the following rate:

(a) 1 week per year.

(3) Prior to the utilization of PTO, Employees must schedule and have the use of PTO time approved by superintendent. If requesting more than three (3) days of PTO time employees shall obtain prior authorization at least five (5) working days in advance of the leave date. The superintendent may not approve such request depending on a variety of factors, including project deadlines and schedules. In extreme emergency situations the superintendent, may waive the five (5) day notification provision, if requested by the employee in writing citing the reason.

(4) To utilize PTO for unscheduled absences employees must notify the superintendent prior to their designated start time. If an Employee is absent from work for 3 days or longer, which is related to an illness or other medical related issues, a Physicians excuse must be provided that substantiates their absence.

(5) Probationary employees will not be able to use PTO during their 30-day probationary period.

§ 14.706 Sharing of Personal Time Off Prohibited.

Employees are not permitted to share PTO under any circumstances. Paid Time Off has no “cash value” and cannot be paid out prior to providing a requisite notice of resignation.

§ 14.707 Additional Paid Leave.

The LCO Development Corporation grants employees additional paid leave in certain situations, including the following:

(1) Civil Leave. The LCO Development Corporation grants eligible employees paid civil leave during the required absence when any employee appears as a witness for the federal, state or Tribal Government, in obedience to a subpoena. An employee must promptly notify his or her department head or director upon receipt of any subpoena. If an employee receives any stipend for such civil leave, he or she must use PTO during any work absence for such service. No employee shall take both compensated time and stipend pay during the required absence for civil leave.

(2) Jury Duty Leave. The LCO Development Corporation grants eligible employees paid leave during the required absence for jury service. An employee must promptly notify his or her department head or director upon receipt of any notice to appear. If an employee receives any stipend for such jury duty leave, he or she must use PTO during any work absence for such service. No employee shall take both compensated time and stipend pay during the required absence for jury service.

(3) Funeral Leave.

(a) All full-time employees will be given a three (3) day leave without loss of pay for funeral services for immediate family. Immediate family includes the following:

(i) Husband, Wife, Son, Daughter, Mother, Father, Brother, Sister, Grandparent and Grandchild.

(b) All other funeral leave will be limited to no more than one (1) day with pay to attend the funeral services, subject to the notification and approval of employee's immediate supervisor.

(4) Maternity Leave. The LCO Development Corporation grants eligible full-time female employees up to six (6) weeks paid leave, for time to deliver and care for a newborn child. If an employee has medical problems prior to delivery, she may utilize paid maternity leave, subject to the maximum limit, with written verification from her doctor. An employee must request and obtain the prior approval of his or her department head or director to utilize this leave. The paid leave under this section is included in the maximum leave provided for in § 14.709 of this manual.

(5) Paternity Leave. The LCO Development Corporation grants eligible full-time employees up to one (1) week, paid leave to care for a newborn child. An employee must request and obtain the prior approval of superintendent to utilize this leave. The paid leave under this section is included in the maximum leave provided for in § 14.709 of this manual.

(6) Parental Leave. The LCO Development Corporation grants eligible full-time employees up to one (1) weeks, paid leave for adoption, customary adoption or guardianship of a pre-school (0-5 years of age) child. Leave will be granted only after the legal proceeding has been completed. An employee must request and obtain the prior approval of his or her department head or director to utilize this leave. The paid leave under this section is included in the maximum leave provided for in § 14.709 of this manual.

(7) Military Leave. The LCO Development Corporation grants eligible full-time employees up to ten (10) days, maximum of eighty (80) hours, paid leave upon presentment of official orders requiring attendance for training or to perform other duties as a member of the United States Armed Forces. An employee serving on military leave with pay will be paid only the difference between compensation fees received for such duties and his or her normal salary. An employee must notify his or her department head or director prior to such leave. The LCO Development Corporation will look to the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) 38 U.S.C. § 4301 *et. seq.* solely as a guideline in determining reemployment of employees who take extended military leave.

(8) Conferences and Meetings. The LCO Development Corporation may grant employees time to attend job-related conferences and professional meetings. An employee must consult with superintendent prior to registering to ensure the conference or professional meeting is acceptable. An employee must request and obtain the prior written approval of superintendent to utilize this benefit.

§ 14.708 **Unpaid Leave.**

(1) Disciplinary Leave. The LCO Development Corporation may take disciplinary action, up to and including termination or suspension without pay, against employees who violate the provisions of this personnel policy and procedural manual.

(2) 30-Day Leave of Absence. The LCO Development Corporation may grant eligible employees up to thirty (30) days unpaid leave, without loss of employment status. The superintendent may grant such leave only when the resulting leave will not adversely affect the operations of the LCO Development Corporation. An employee must request and obtain the prior written approval of superintendent to utilize this leave.

§ 14.709 Family and Medical Leave.

Employees may be eligible for up to twelve (12) weeks of family and medical leave during any twelve (12) month period. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances. This policy sets forth the Tribe's policies and procedures for requesting family and medical leave.

(1) Eligibility for Leave. To be eligible for family and medical leave under this policy all of the following conditions must be met:

(a) An employee must have been employed by the Tribe for at least twelve (12) months or fifty-two (52) weeks.

(b) An employee must have worked at least one thousand two hundred fifty (1250) hours during the twelve (12) months immediately preceding the request for leave.

(2) Reasons for Requesting and Types of Leave. Employees who are eligible for leave under this policy may request up to twelve (12) workweeks of unpaid leave during any twelve (12) month period for the following reasons:

(a) To care for a child following the child's birth or placement for adoption or foster care (this may be taken only within twelve (12) months of the birth or placement).

(b) To care for an immediate family member who has a serious health condition as defined in § 14.201 (18) of this manual.

(c) Because the employee has a serious health condition as defined in § 14.201 (18) of this manual, which prevents the employee from performing the functions of the position.

(3) If an employee takes PTO for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Tribe may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

(4) If both parents work for the LCO Development Corporation, and each wish to take leave for the birth of a child, adoption or acceptance of a child in foster care, or to care for an immediate family member with a serious health condition, the employees may only take a combined total of twelve (12) weeks of unpaid leave.

(5) Employees can take up to twelve (12) weeks of leave under this policy during any twelve (12) month period. The LCO Development Corporation will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes a leave, the Tribe will compute the amount of leave you have taken under this policy and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount an employee is entitled to take at that time. An employee's family or medical leave taken may run concurrently with other types of leave including workers' compensation and other leaves, such as short-term or long-term disability, etc.

(6) Intermittent or Reduced Work Schedule Leave. Leaves may be taken all at once or on an intermittent or reduced work schedule basis. Intermittent or reduced work schedules may be used only in the following circumstances:

(a) In situations where leave is requested due to the birth, adoption or acceptance of a child in foster care, intermittent or reduced work schedules will be granted at the Tribe's sole discretion and if granted must be taken within one (1) year of the birth or placement of the child.

(b) In situations where leave is requested in order to care for an immediate family member who suffers from a serious health condition or because of an employee's own serious health condition, intermittent or reduced work schedules will be granted only when an employee can prove the leave is medically necessary.

(c) In situations where an intermittent or reduced work schedule is permitted, the Tribe may require an employee to transfer to an alternative position with equivalent pay and benefits in order to accommodate the recurring periods of absence.

(7) Use of Paid and Unpaid Leave. Employees who have accrued PTO must use paid leave first and take the remainder of the twelve (12) weeks as unpaid leave.

(a) Employees who take a leave because of their own serious health condition or the serious health condition of a family member must use all accumulated PTO prior to being eligible for unpaid leave.

(b) Employees who take leave for the birth of a child must use paid PTO for physical recovery following childbirth, except where such leave is compensated as paid maternity leave under this personnel policy and procedural manual or as paid short-term or long-term disability leave. These employees must then use all paid vacation, and then will be eligible for unpaid leave for the remainder of the twelve (12) weeks. Employees who

take leave for the adoption or acceptance of a child in foster care must use all paid PTO prior to being eligible for unpaid leave.

(8) Procedure for Requesting Leave. In situations where leave is foreseeable, employees must provide written notice to the department head or director at least thirty (30) days prior to the date on which the leave is scheduled to begin. If the leave is foreseeable due to a planned medical treatment, employees must make reasonable efforts to schedule the treatment(s) to minimize disruptions to governmental operations. If circumstances occur, in which it is not practicable to provide thirty (30) days' notice, employees must provide written notice as far in advance as is practicable. If an employee fails to provide thirty (30) days advance written notice of a requested leave and have no reasonable excuse, the leave may at management's discretion be delayed for up to thirty (30) days from the date of written notice.

(9) Medical Certification Requirement. When leave is requested because of a serious health condition affecting an employee or his or her immediate family member, the LCO Development Corporation requires the employee to obtain certification of the health condition from the pertinent doctor or health care provider. This certification must be provided to the department head or director within fifteen (15) days after the leave is requested or, when the need for leave was unforeseeable, within fifteen (15) days after the leave has commenced unless it is not practicable to do because of the nature of the health condition.

(a) If an employee seeking leave due to a serious health condition fails to provide the required medical certification, the leave will be denied until the certification is provided. If the leave request was not foreseeable, such as in a medical emergency, the failure to provide the required medical certification within a reasonable time may result in the denial of continuation of leave. Medical certification provided in justification of a request for leave must include the following information:

(i) The date on which the serious health condition started and its expected duration,

(ii) The diagnosis concerning the condition,

(iii) A brief description of the treatment prescribed for the condition,

(iv) A statement of whether in-patient hospitalization is required, or

(v) A statement that the employee is needed to care for his or her immediate family member afflicted with a serious health condition or, if the employee has the serious health condition, a statement that he or she is unable due to the health condition to perform the essential functions of the position or work of any kind.

(b) The LCO Development Corporation, if it doubts the certification, at its expense, may require an employee seeking leave due to a serious medical condition to obtain a second opinion from a doctor or other health care professional designated by the LCO

Development Corporation. If the second opinion conflicts with the certification provided by the employee, the LCO Development Corporation may, at its sole discretion and at its expense, require a third opinion from a doctor or other health care professional designated jointly by the LCO Development Corporation and the employee. Such a third opinion will be final and binding.

(c) If an employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. During a leave taken under this section, employees may be required to provide, periodically, written notice to management concerning his or her status and intention to return to work.

(10) Return from Leave. Upon completion of leave due to an employee's own serious health condition, the employee must provide the LCO Development Corporation with medical certification from his or her doctor or other health care professional that the employee is now able to return to work. If an employee fails to provide this certification, he or she will not be permitted to return to work until such certification is provided. An employee who takes leave under this policy will be able to return to the same job or a job with equivalent status, pay, benefits and other employment terms. The LCO Development Corporation may choose to exempt certain highly compensated employees from this requirement and not return them to the same or similar position.

(11) Health Benefits during Leave.

(a) During a leave taken pursuant to this policy, an employee's health benefits under any existing Tribal sponsored health plan will be continued as if the employee had continued in employment continuously for the duration of the leave. If, however, an employee fails to return at the end of a leave taken under this policy, except if this is due to the continuation, recurrence or onset of a serious health condition or something else beyond the employee's control, then the LCO Development Corporation may recover from the employee all of the health care premiums paid to maintain health coverage during the leave.

(b) If under the LCO Development Corporation's current policy, an employee pays a portion of the health care premium, while on paid leave, the LCO Development Corporation will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received by the first day of each month. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave.

§ 14.710 Life Insurance, Disability Insurance and Retirement Plan.

If requested by the Employee, the LCO Development Corporation provides eligible employees Life and Disability insurances along with a Retirement Plan. An Employee wanting

these types of benefits should consult with the Tribe's Benefit's Administrator for further information.

§ 14.711 Employee Assistance Program.

The LCO Development Corporation recognizes that individual employees may develop personal problems which could have negative effects on job performance. The LCO Development Corporation offers an Employee Assistance Program (EAP) for all employees, the purpose of which is to encourage the early diagnosis and treatment of personal, psychological, and medical problems. Employees are encouraged to contact the Human Resource Director, or designee, for information regarding the EAP. Employees are responsible for submission of all documents and paperwork to pay the costs incurred for services rendered in connection with the EAP. Employees may utilize their health insurance plan as coverage is available; otherwise the service will be self-pay. Employees may attend a scheduled EAP appointment with the LCO Clinic during work hours. If the EAP appointment is at another facility the employee may use permitted paid or unpaid leave for EAP absences. EAP appointments (that the employee is required to attend by the Employer) will be coordinated with the employee's supervisor so customer service does not get interrupted.

(1) Self-Referral. An employee may request assistance from their supervisor for personal, psychological, or medical reasons at any time during their employment. Strict confidentiality will be maintained throughout this process.

(a) Procedure: A department head or director shall provide the employee and the Human Resource Director, or designee, with written notice using the LCO Clinic – Behavior Health Clinic intake form and a signed consent form to release and or share information between departments of any referral. The Human Resource Director will set up the EAP Process with the LCOCHC – Behavioral Health Director. The Behavioral Health Director will report to the Human Resource Director on the status of the referral within five (5) working days after receipt of the referral. Regardless of any EAP referral, employees must maintain an acceptable level of job performance. Documentation of completion or non-completion of the EAP will be on file in the employee's personnel file located in the Human Resource Department.

(i) A leave of absence to attend inpatient treatment shall be granted to employees requesting assistance through self-disclosure. The leave of absence may not exceed 12 weeks pursuant to § 14.709 of this manual.

(ii) Employees placed on a leave of absence from self-disclosure shall:

1) Be allowed to return to the position, shift, and level of seniority that was held by the employee prior to the leave being granted.

2) Be allowed to maintain tribally sponsored Health; Life and short-term disability Insurance Benefits during the leave. The employee will be responsible for their portion of insurance premiums.

3) Be allowed to utilize any accrued Paid Time Off hours earned prior to the leave.

4) Any accrual of Paid Time Off hours shall be in accordance with the Tribe's policies on family and medical leave pursuant to § 14.709 of this manual.

(iii) An employee returning to duty following a leave of absence from self-disclosure will be required to undergo testing for illegal drugs and prescribed medication for which they do not have a valid prescription as a condition of returning to work. If the applicant is suspected to be under the influence of alcohol at the time of return to drug screen, a PBT may be requested. Employees who refuse to take a test is thereby insubordinate will be considered to have produced a positive test result and shall be terminated. Upon receipt of a positive test result as defined in § 14.201 (15), the employee shall be subject to disciplinary action, up to and including termination pursuant to § 14.808 (6) of this manual and the positive test sample will be sent for a confirmation test result pursuant to § 14.808 (1) of this manual.

(iv) Utilization of this self-disclosure provision does not negate any disciplinary action for which an employee is subject to pursuant to § 14.808 (6) of this manual, or any other tribal law or policy.

(2) Employer Referral. An employee's department head or director shall refer an employee to the Human Resource Director, or designee, when an employee's conduct mandates as such.

(a) Procedure: A department head or director shall provide the employee and the Human Resource Director, or designee, with written notice using the LCO Clinic – Behavior Health Clinic intake form and a signed consent form to release and or share information between departments of any referral. The Human Resource Director will set up the EAP Process with the LCO Clinic – Behavioral Health Director. The Behavioral Health Director will report to the Human Resource Director on the status of the referral within five (5) working days after receipt of the referral. Employees shall comply with the referral to the EAP and follow subsequent recommendations for referral and treatment. Failure to show-up for required scheduled EAP appointment will result in further disciplinary action up to and including termination of employment. Regardless of any EAP referral, employees must maintain an acceptable level of job performance. Documentation of completion or non-completion of the EAP will be on file in the employee's personnel file located in the Human Resource Department.

(i) A leave of absence to attend inpatient treatment shall be granted to employees when required by an approved LCO Clinic- Behavioral Health EAP treatment plan. The leave of absence may not exceed 12 weeks pursuant to § 14.709 of this manual.

(ii) Employees placed on a leave of absence when required by an approved LCOCHC- Behavioral Health EAP treatment plan shall:

1) Be allowed to return to the position, shift, and level of seniority that was held by the employee prior to the leave being granted.

2) Be allowed to maintain tribally sponsored Health; Life and short-term disability Insurance Benefits during the leave. The employee will be responsible for their portion of insurance premiums.

3) Be allowed to utilize any accrued Paid Time Off hours earned prior to the leave.

4) Any accrual of Paid Time Off hours shall be in accordance with the Tribe's policies on family and medical leave pursuant to § 14.709 of this manual.

(iii) An employee returning to duty following a leave of absence from a referral of the employer will be required to undergo testing for illegal drugs and prescribed medication for which they do not have a valid prescription as a condition of returning to work. If the applicant is suspected to be under the influence of alcohol at the time of return to drug screen, a PBT may be requested. Employees who refuse to take a test is thereby insubordinate will be considered to have produced a positive test result and shall be terminated. Upon receipt of a positive test result as defined in § 14.201 (15), the employee shall be subject to disciplinary action, up to and including termination pursuant to § 14.808 (6) of this manual and the positive test sample will be sent for a confirmation test result pursuant to § 14.808 (1) of this manual.

(iv) Participation in an approved LCOCHC- Behavioral Health EAP treatment plan does not negate any disciplinary action for which an employee is subject to pursuant to § 14.808 (6) of this manual, or any other tribal law or policy.

SUBCHAPTER 14.8 – CONDUCT

§ 14.801 General Statement of Conduct.

All Employees must conduct themselves in a manner, which is kind, courteous, ethical and respectful to all members of the public, including fellow employees. In all instances, employees must exercise good judgment and conduct themselves with the highest degree of professionalism. A failure to follow any conduct policies or other provisions of this personnel policy and procedure manual may result in disciplinary action, up to and including termination.

§ 14.802 Conflict of Interest.

Employees are not permitted to engage in nepotism, favoritism, and any outside business transactions, or other activities, which are detrimental to the best interests of the LCO Development Corporation. This includes activities that, directly or indirectly, divert business opportunities from the LCO Development Corporation or confer an unfair advantage upon or benefit to a family member. It also includes activities that negatively reflect upon the LCO Development Corporation's image or are contrary to the mission of the Tribe, except for activities specifically protected by law. The LCO Development Corporation respects the right of employees to engage in activities outside their employment that are of a private nature and unrelated to their job or the LCO Development Corporation. However, employees must fully disclose to the superintendent all business and personal activities that represent such a conflict of interest with the LCO Development Corporation. If an employee is unsure whether a conflict of interest exists, the employee is encouraged to seek the advice of the superintendent.

§ 14.803 Outside Employment.

Employees may not accept simultaneous employment with another tribal agency or another employer without the express permission of the superintendent. Permission may be denied if the other employer is a competitor or supplier of the Tribe. The request may be denied with employment of another tribal agency if the total hours worked in a given week violates tribal policy or interferes with the work expectations of the LCO Development Corporation. The LCO Development Corporation considers all full-time employees' work with the LCO Development Corporation to be their primary employment responsibility. As such, outside employment will not be considered an excuse for poor performance, absenteeism, tardiness or refusal/inability to work overtime.

§ 14.804 Political Activity.

Employees shall not directly or indirectly use their authority, influence or political aspirations to compel individuals to participate or not participate in Tribal political activity and/or election processes. Campaign buttons, posters, or apparel related to tribal political activity is prohibited at the workplace, and distributing literature, emailing, and circulating petitions related thereto during work time or in work areas is strictly prohibited. In addition, employees shall not

use the LCO Development Corporation property and services to influence individuals to participate or not participate in the Tribal election process.

§ 14.805 Harassment.

(1) The LCO Development Corporation has a “zero-tolerance” policy with respect to employee harassment. Any form of unlawful employee harassment based on race, color, religion, sex, national (including Tribal) origin, age, disability or status in any protected group is prohibited. The LCO Development Corporation will not tolerate interference with the ability of employees to perform their expected job duties. Harassment of employees, tenants or members of the public by employees will result in disciplinary action, up to and including termination.

(a) Sexual Harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. No supervisor, manager or any other employee shall threaten or insinuate, either explicitly or implicitly that another employee's refusal to submit to sexual advances will adversely affect that person's employment, wages, advancement, assigned duties, or any other condition of employment or career development. Similarly, no supervisor, manager or employee shall promise, imply or grant any preferential treatment in connection with another employee engaging in sexual conduct.

(i) Sexual harassment also includes unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentary about an individual's body, sexually degrading words used to describe an individual, a display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, or physical assault.

(b) Racial and National (including Tribal) Origin Harassment. Racial and national origin harassment is verbal or physical conduct that denigrates, belittles or shows hostility or aversion towards an individual because of his or her race or national (including tribal) origin and has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or has the purpose or effect of unreasonably interfering with an individual's work performance or otherwise adversely affects an individual's employment opportunities. This includes, but is not limited to, epithets, slurs, intimidating or hostile acts that relate to race, or national (including tribal) origin, written or graphic material that denigrates, belittles or shows hostility or aversion toward an individual because of his or her race, or national (including tribal) origin and that is placed on walls, bulletin boards or elsewhere on our premises or circulated in facilities.

(c) General. Harassment under this policy may also include words or conduct committed by customers or suppliers of the Tribe. In the event that any harassing or offensive language or conduct occurs, employees must report it to the Human Resource designee, immediately so the matter can be addressed promptly.

(d) Enforcement. Each member of Management is responsible for creating an atmosphere free of harassment, sexual, racial or otherwise. Further, employees are responsible for respecting the rights of their coworkers.

(2) If an employee experiences any job-related harassment based on sex, race, national (including tribal) origin, disability, or another factor, or believes that he or she has been treated in an unlawful, discriminatory manner, the employee must promptly report the incident to his or her department head or director or Human Resource designee, who will investigate the matter and take appropriate action. All employee complaints will be kept confidential to the maximum extent possible.

(3) The LCO Development Corporation prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, the LCO Development Corporation determines that the complaint is not bona fide and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint.

§ 14.806 Alcohol and Drugs.

(1) All employees of the LCO Development Corporation are subject to the drug testing procedures as provided in § 14.808 of this manual.

(2) Employees are expected to come to work with a clear mind, unimpaired by drugs or alcohol. No employee under the influence of alcohol, illegal drugs or controlled substances as established in § 14.201 (21) shall be permitted to come to or remain at work.

(3) Employees, while on the LCO Development Corporation's property or on duty, shall not be under the influence of alcohol or illegal drugs; possess or consume alcoholic beverages; possess or consume prescription drugs in the absence of a valid prescription; or use, sell, possess, transfer or purchase illegal drugs or controlled substances. Prescription drugs shall be used only in the manner, combination, and quantity prescribed by a licensed medical practitioner while on the LCO Development Corporation's property or while on duty. As a condition of continued employment with the LCO Development Corporation, all employees must notify the LCO Development Corporation of any criminal drug statute conviction or charges against them no later than five (5) days after receiving such conviction or charges.

(4) Drug means any substance other than alcohol capable of altering an individual's mood, perception, pain level or judgment. A prescribed drug is any substance prescribed for individual consumption by a licensed medical practitioner. An illegal drug is any drug or controlled substance, the sale or consumption of which is illegal.

(5) The legal use of controlled substances prescribed by a licensed medical provider is not prohibited, but all employees are required to make such use known to the appropriate supervisor within five (5) days they are prescribed the controlled substance. Failure to make the legal use of

a controlled substance as prescribed by a licensed medical provider to the appropriate supervisor shall result in disciplinary action up to and including termination.

§ 14.807 Drug Free Workplace Act Compliance.

(1) The LCO Development Corporation hereby establishes a policy providing for a drug-free workplace as required by the Drug Free Workplace Act of 1988, 41 U.S.C. 701 *et. seq.* As such, as required by the Act, the LCO Development Corporation hereby publishes a statement notifying employees that the LCO Development Corporation prohibits the unlawful manufacture, illegal distribution, dispensation, possession or use of a controlled substance in the workplace. All employees who violate this policy shall be subject to disciplinary action, up to and including termination. As a condition of continued employment with the LCO Development Corporation, all employees must notify the LCO Development Corporation of any criminal drug statute conviction or charges no later than five (5) days after receiving such conviction or charges.

(2) General Provisions.

(a) Consent. No alcohol test may be administered, urine sample obtained, or any drug test conducted without the consent of the person being tested. An employee gives consent to participate in any and all forms of testing as a condition of continued employment with the L.C.O. Development Corporation.

(b) Record Keeping. It is essential that all necessary documentation from each form of testing is maintained in the Human Resources Department in applicable employee files for no less than 5 years. Employee violations will never expire.

(c) Notice of Conviction or Charges.

(i) An employee will be responsible for notifying his/her immediate supervisors in writing within five (5) day of any criminal drug statute conviction or charges for violation. The employee's department head or director shall notify the Human Resource Director who will notify the legal department.

(ii) As required by law, the Office of the Attorney General will be responsible for notifying the applicable funding agency of the employee's department within ten days after receiving notice from the human resource director, or designee of an employee's criminal drug statute conviction or charges occurring in the workplace or while on duty.

(d) Illegal Distribution or Illegal Dispensing of Controlled Substance on Tribal property. Any employee who manufactures, illegally distributes, or illegally dispenses a controlled substance on Tribal property or while on duty will be terminated. Such termination shall not be subject to appeal.

(3) Rehabilitation and Rehiring. Any employee who has been dismissed for violation of the LCO Development Corporation's Drug-Free Workplace Policy may be eligible for re-employment after 90-days with the LCO Development Corporation upon proof of rehabilitation provided by an accredited treatment facility that the person has been to treatment or has successfully completed appropriate treatment and is in recovery.

§ 14.808 Drug and Alcohol Testing Procedures.

All employees and applicants for employment are subject to drug and alcohol testing, including reasonable suspicion, pre-employment, return-to-duty, and random drug testing. Drug tests require laboratory testing as provided by the Mandatory guidelines for Federal Workplace Drug Testing Programs pursuant to 94 FR 28101, May 15, 2015 as amended, as minimum standards for the following five classes of drug and correlative cutoff concentrations: Marijuana; Cocaine; Opiates including opium and codeine derivatives such as Oxycodone, Oxymorphone, Hydrocodone, Hydromorphone; Amphetamines and Methamphetamines including Methylenedioxyamphetamine (MDA) and Methylenedioxyethylamphetamine (MDEA); Phencyclidine (PCP). Employees are encouraged to contact the Human Resource Director, or designee, with any questions regarding drug and alcohol testing. Failure or refusal to participate in an employer-directed drug test is considered insubordination and the employee will be terminated for insubordination.

(1) General Drug and Alcohol Testing Procedures. In cases where an employee is required to undergo testing for the presence of alcohol or drugs including reasonable suspicion, pre-employment, return-to-duty, and random drug testing, the following procedures shall apply:

(a) LCO-CHC using a licensed laboratory of the LCO-CHC choice that conducts substance abuse testing that is deemed appropriate by the Tribal Governing Board for business purposes; i.e., screening and confirmatory testing, will take a sufficient sample to assure that confirmation testing can occur in the event of an initial positive test result. The initial cost for this testing will be incurred by the Tribe.

(b) The laboratory evaluation of the samples will be carried out by a laboratory that is contracted with the LCO-CHC and is certified by either the College of American Pathologists or the National Institute on Drug Abuse.

(c) In the event of a positive test result, a confirmation test will be performed by a laboratory specified in subs. (b) above, using the original sample (not a new sample). The confirmation test will be based on a different analytical method of higher analytical certainty.

(d) The employee within two (2) working days of the results must request any further confirmation testing (using the original sample) by a laboratory specified in subs. 1(a) above, in writing. Costs of confirmation testing incurred will be paid by the employee.

(e) The results of any drug or alcohol tests shall be kept confidential, except information shall be shared between departments as deemed necessary. All policies regarding employee personnel records shall be strictly adhered to and followed in accordance with the provisions of this Manual.

(f) A portable breath test (PBT) conducted by a Class 1 PBT Certified person of the LCO-CHC choice that is deemed appropriate by the LCO Development Corporation for business purposes shall be utilized for alcohol testing.

(2) Pre-Employment Testing Procedures.

(a) An applicant for employment will be required to undergo testing for illegal drugs and prescribed medication for which they do not have a valid prescription as a condition of employment. If the applicant is suspected to be under the influence of alcohol at the time of their pre-employment drug screen, a PBT may be requested.

(b) Applicants who test positive for alcohol, illegal drugs, and/or prescribed medication for which they do not have a valid prescription, shall be denied employment.

(c) An applicant who initially declines a drug test will be denied employment and not eligible for employment for 90 days.

(3) Probable Cause Testing Procedures.

(a) Upon a finding by an employee's foreman or superintendent that there is probable cause that the employee is either under the influence of alcohol (under the influence shall mean a blood alcohol concentration of 0.02 grams of alcohol per 100 milliliters of a person's blood or while the person has 0.02 grams of alcohol per 210 liters of a person's breath) or drug abuse that is impairing the employee's ability to carry out job-related activities, the employee shall be required to be tested for the presence of drugs or alcohol pursuant to subs. (c), below. A finding of probable cause and directive requiring the employee to submit to testing for drugs or alcohol must be in writing signed by the employee's department head or director. The probable cause finding must be supported by evidence of specific, personal observations concerning job performance, appearance, behavior, speech, or bodily odors of the employee. If hearsay information is received, such information must be corroborated by personal observations, or observations and evaluation by management, or designee.

(b) Once an employee's department head or director has determined that probable cause pursuant to subs. (a), above exists, the employee's department head or director shall immediately contact the Human Resource Director, or designee and convey that one of his or her employees is under the influence of alcohol or a controlled substance and that such influence is impairing that employee's ability to carry out his or her job related duties.

(c) Upon receiving contact from an employee's department head or director, the Human Resource Director, or designee shall have the employee drug tested and if alcohol related have the employee submit to a portable breath test (PBT) conducted by a Class 1 PBT Certified person as specified in subs. (1)(f), above. If the employee refuses to take a test (including but not limited to a drug test, drug urine test, or PBT test) after being required to do so, the employee is thereby insubordinate and considered to be in violation of the Drug Testing Policy and shall be terminated.

(d) Upon receipt of a positive test result, the employee shall be immediately relieved of their duty station and will be subject to disciplinary action, subs. (6) below, and the positive test sample will be sent for a confirmation test result pursuant to subs. (1) above. In all cases, an employee may face legal consequences for his/her actions. Upon receipt of a positive confirmation test result pursuant to subs. (1) above, the employee shall be referred by the Human Resource designee to participate in the Employee Assistance Program pursuant to § 14.711 (1) of this manual. Failure to comply and successfully complete an approved LCOCHC- Behavioral Health EAP treatment plan within the timeframe established in the treatment plan will result in termination.

(4) Preventive Testing Program (Random Testing) Procedures.

(a) All employees are included in the LCO Development Corporation's Preventive Testing Program (Random Testing). Employee Preventive Testing will be conducted at unscheduled and unannounced times. If an employee is participating in the EAP they may be exempt from subs. (6), below of this manual if a subsequent violation is a result of their initial EAP referral.

(b) Method of Conducting Preventive Testing.

(i) A non-biased selection procedure will be used to assure equitable distribution in the selection process.

(ii) The randomly generated list of employees to be tested will be kept on file for 2-years.

(c) Employees who are selected for preventative testing and refuse to take a test will be considered insubordinate and will be terminated. An employee has up to 3 hours to provide a sample and may not leave the property. Consideration for extending the timeframe will be afforded the employee if the employee is cooperating, i.e. drinking water or other fluids. An employee who fails to provide a sample within the allotted or extended timeframe is insubordinate and will be terminated.

(d) If an employee that is selected for preventative testing is on travel, PTO, or other leave, the employee shall be notified upon their return to work to comply with the preventative testing procedure pursuant to subs. (c), above.

(e) Upon receipt of a positive test result, the employee shall be immediately relieved of their duty station and will be subject to disciplinary action, up to and including termination pursuant to subs. (6), below and the positive test sample will be sent for a confirmation test result pursuant to subs. (1), above. In all cases, an employee may face legal consequences for his/her actions.

(5) Return to Duty Procedures. An employee returning to duty following a chemical dependency related leave of absence must receive a release by a licensed physician stating that the reasons for the employee being placed on leave have been resolved.

(6) Discipline for Drug Testing Violation. In all cases, an employee may face legal consequences for his/her actions.

(a) Any employee who uses (or is under the influence of) alcohol and/or drugs, possesses alcohol and/or drugs or intoxicants on Tribal property or while on duty will be subject to disciplinary action, up to and including termination as follows:

(i) First Offense: The employee will be informed of a first offense in writing and will be suspended three (3) days without pay and will be referred to EAP.

(ii) Second Offense: If a second offense occurs, the employee will be terminated.

(b) Any employee who refuses to take a test as established in § 14.808 (1) will be considered insubordinate and will be terminated for insubordination. Such termination shall not be subject to appeal.

(c) Rehabilitation and Rehiring. Any employee who has been dismissed for violation of the Tribe's Drug Testing Policy may be eligible for re-employment after 1 year with the LCO Development Corporation upon proof of rehabilitation provided by an accredited treatment facility that the person has been to treatment or has successfully completed appropriate treatment and is in recovery.

§ 14.809 Inspection and Search.

(1) The LCO Development Corporation has the authority to inspect or search the entire work-place, including, but not limited to any office or desk when there are reasonable grounds for suspecting that the search will turn-up evidence that an employee violated any provision of this manual or otherwise engaged in work-related misconduct.

(2) The LCO Development Corporation has the authority to inspect or search, when the inspection or search is necessary for non-investigatory work-related purpose, including locating and retrieving any information from a location within the work place.

(3) The LCO Development Corporation has the authority to inspect or search any employee's personal possessions located within the work place when there are reasonable grounds for suspecting that the search will turn-up evidence that the employee violated any provision of this manual or otherwise engaged in work-related misconduct.

(4) If an employee is found to be in possession of any item or substance prohibited by this manual or fail to comply with any inspection or search conducted in accordance with this manual, the employee will be subject to appropriate disciplinary action, up to and including termination. Any illegal substances that are found, in the course of an inspection or search, will be turned over to law enforcement.

§ 14.810 Confidentiality.

(1) In the course of performing duties for the LCO Development Corporation, employees may obtain or become aware of confidential information, such as personnel, financial and legal information of the LCO Development Corporation, its programs, operations, enterprises and employees, including but not limited to information encompassed in any reports, investigations, research or development work, mailing lists, bid lists, directories, listings, plans, specifications, proposals, marketing plans, financial projections, cost sheets, bid estimates, bid spreadsheets, vendor or subcontractor quotes, financial data and any and all concepts or ideas, materials or information related to the business, products, or services of the Tribe or its customers and vendors ("Confidential Information").

(2) Employees must hold all Confidential Information in strict confidence and shall not directly or indirectly disclose Confidential Information or permit the release thereof to any outside person or entity except as necessary to perform employment duties or as otherwise required by law. If any question arises about whether information must be treated as confidential, employees must treat such information as confidential until confirmed otherwise by their department head or director, in consultation with the legal department.

(3) Employees also must not use or release, directly or indirectly, any proprietary information or trade secrets of the LCO Development Corporation without prior authorization from their department head or director, in consultation with the legal department. Trade secrets include any formula, pattern or devise of compilation of information which is used in the LCO Development Corporation's business or operations.

(4) Violations of confidentiality, including the disclosure of confidential information (verbal, written or documents) as defined under this section shall be subject to discipline, up to and including termination. The LCO Development Corporation reserves the right to prosecute any violations to fullest extent allowed under tribal, state or federal law.

§ 14.811 Security Measures / Limited Access Control Areas.

Maintaining security and limiting access to certain areas of the LCO Development Corporation's facilities is important to the continued success and is required by law in some

instances. Employees shall not permit unauthorized persons, which may include Tribal employees, to enter secure and limited access controlled areas or to access confidential or protected information, or access to job sites for safety and insurance purposes.

§ 14.812 Dress and Appearance.

Employees must dress and groom themselves in accordance with appropriate social and business standards. Management retain the right to request any employee to change his or her mode of dress or grooming if deemed provocative or otherwise inappropriate. In addition, employees must maintain good personal hygiene.

§ 14.813 Smoking.

- (1) Employees shall smoke only in designated areas, notwithstanding subd. (3) below.
- (2) Smoking is prohibited in the following areas, notwithstanding subd. (3) below:
 - (a) In any Tribal owned or leased vehicle or machinery;
 - (b) In any Governmental building designated as a workplace and the garage.

Violators of this section are subject to disciplinary action, up to and including termination.

(3) Nothing in this policy shall be deemed to limit or interfere with the use of tobacco at traditional ceremonies and cultural functions.

§ 14.814 Internet and Telephones.

(1) All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the Tribe and as such are to be used solely for job-related purposes. The use of any software and business equipment, including, but not limited to, e-mail, internet access, facsimile machines, computers, telephones (land lines and cellular phones) and copy machines for private purposes is prohibited.

(2) No employee may not use a pass code or voice-mail access code that has not been issued to that employee or that is unknown to the LCO Development Corporation. Moreover, improper use of the e-mail system (*e.g.*, distributing offensive jokes or remarks) will not be tolerated.

(3) Employees shall not use the LCO Development Corporation's internet, voice mail and e-mail resources, phones and other systems in a prohibited manner, including:

- (a) To transmit, view, retrieve, or store any communications of a discriminatory or harassing nature or materials that are considered obscene or pornographic;

(b) To access pornographic internet sites, display or print any associated materials, pictures and cartoons;

(c) To harass or transmit messages with derogatory or inflammatory remarks about an individual's race, sex (including pregnancy), age, disability, religion, national origin or physical attributes or transmit abusive, profane or offensive language;

(d) For non-business, personal or private use, including but not limited to game playing and personal communication not associated with business;

(e) To disclose any confidential or proprietary information except where such disclosure is authorized or permitted in this personnel policy and procedural manual.

(4) Employees shall not use the LCO Development Corporation's internet, voice mail and e-mail resources and other systems and equipment, including but not limited to computer hardware, software, copier, fax machine and postage machine in a manner that is contrary to the provisions of any purchase or lease contract, such as unlawful copying of computer software.

(5) Notwithstanding the Tribe's right to retrieve and read any voice or electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any voice or e-mail messages that are not sent to them. Any exception to this policy must receive prior written approval by Management.

(6) The LCO Development Corporation may monitor, record and listen to all internet, e-mail and voice mail usage, to assure compliance with its policies, for cost analysis and for legitimate business purposes. Thus, the LCO Development Corporation may listen to, access and disclose any information in the electronic communication and telephone systems, even such information or communication protected by an employee's personal password, at any time, with or without notice to the employee. Employees have no expectation of privacy in connection with the use of these systems, or the transmission, receipt or storage of information in such systems.

§ 14.815 Workplace Violence.

(1) The LCO Development Corporation is concerned about the increased violence in society, which has also filtered into many workplaces, and has taken steps to help prevent incidents of violence from occurring at its facilities. It is our policy to expressly prohibit any acts or threats of violence against any employee in or about our facilities or elsewhere at any time. We will not condone any acts or threats of violence against our employees, customers, or visitors on the Tribe's property at any time or while they are engaged in business with or on behalf of the LCO Development Corporation, on or off our premises.

(2) In keeping with the spirit and intent of this policy, and to ensure the objectives in this regard are attained, the Tribe is committed to the following:

(a) To provide a safe and healthful work environment;

(b) To take prompt remedial action, up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures;

(c) To take appropriate action when dealing with customers, former employees, or visitors to our property who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law;

(d) To establish viable security measures to ensure that the Tribe's facilities are safe and secure to the maximum extent possible and to properly handle access to the Tribe's facilities by the public, off-duty employees, and former employees.

(3) Employees, former employees, customers and visitors shall not bring or possess unauthorized firearms or other weapons onto the Tribe's premises. Any employee who displays a tendency to engage in violent, abusive, or threatening behavior or who otherwise engages in behavior that the Tribe, in its sole discretion, deems offensive or inappropriate, or who possesses a firearm or weapon in violation of this policy will be subject to disciplinary action, up to and including termination.

(4) Employees have a "duty to warn" the LCO Development Corporation Management of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The LCO Development Corporation will not condone any form of retaliation against any employee for making a report under this policy.

§ 14.816 Off-Duty Misconduct.

Employees shall not engage in off-duty misconduct which is deemed detrimental to the LCO Development Corporation. While it is impossible to predict every detrimental situation, the LCO Development Corporation may determine that off-duty misconduct is adverse to the corporation, because it is serious in nature; is at odds with an employee's job duties; or is notorious and has the potential to discredit the LCO Development Corporation. Any arrest shall be reported to the superintendent within 72 hours. Any arrest shall be subject to review by the superintendent and may include discipline including a suspension or termination depending on the determination and severity of the allegations leading to an arrest. An arrest and conviction related to misconduct shall be subject to discipline which may include termination.

§ 14.817 Children in the Workplace.

The presence of children in the workplace is discouraged because it can be disruptive to other employees. However, the LCO Development Corporation recognizes that there may be circumstances when it is necessary for an employee to have a child at the workplace for a short period. Management has the authority to prohibit an employee from having a child at the workplace if the supervisor determines that the employee is abusing this policy or the workplace is being disturbed. There will be no children allowed on job sites.

§ 14.818 Policy Regarding Use of Social Media by Employees.

(1) While the LCO Development Corporation encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the office; or harming the goodwill and reputation of the LCO Development Corporation. In the area of social media (print, broadcast, digital, and online services such as Facebook, LinkedIn, MySpace, Plaxo, and Twitter, among others), employees may use such media in any way they choose as long as such use does not produce the adverse consequences noted above. For this reason, the following provisions apply regarding an employee's use of social media, both on and off duty:

(a) An employee shall be subject to disciplinary action, up to and including termination of employment, depending upon the severity and repeat nature of the offense, if an employee publishes any personal information about the employee, another employee of the LCO Development Corporation, the LCO Development Corporation and its officials, or a tribal member in any public medium (print, broadcast, digital, or online) that:

(i) has the potential or effect of involving the employee, their coworkers, tribal members or the LCO Development Corporation in any kind of dispute or conflict with other employees or third parties;

(ii) interferes with the work of any employee;

(iii) creates a harassing, demeaning, or hostile working environment for any employee;

(iv) disrupts the smooth and orderly flow of work within the office, or the delivery of services to tribal members;

(v) harms the goodwill and reputation of the LCO Development Corporation in the community at large; or

(vi) tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information.

(b) No employee may use the LCO Development Corporation's equipment or facilities for furtherance of non-work-related social media related activities or relationships without the express advance permission of their program Director.

(c) Employees who conduct themselves in such a way that their social media related actions toward and relationships with each other interfere with or damage work relationships, disrupt the flow of work or tribal member relations, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the provisions of this policy. In such a situation, the employees involved should request guidance from management to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.

(d) Use of social media that involves any kind of criminal activity or harms the rights of others may result in criminal prosecution or civil liability to those harmed, or both.

(e) Social media access and use involving the LCO Development Corporation equipment and resources are subject to the LCO Development Corporation's computer and internet policy at all times.

(f) The provisions in this policy are not intended to restrict communications regarding the terms and conditions of the workplace.

(2) How an employee uses social media is not a matter of concern as long as it is consistent with the aforementioned provisions on this policy. Employees may address any questions on this policy to the LCO Development Corporation Superintendent.

SUBCHAPTER 14.9 – WORKPLACE SAFETY

§ 14.901 General Rules.

(1) The safety of employees is important to the LCO Development Corporation. Fire extinguishers, exits and first-aid kits are available in marked locations around Tribal facilities. Employees must strictly adhere to all applicable safety regulations and comply with the following general rules:

(a) Employees must report immediately all accidents or injuries to a foreman or superintendent without exception;

(b) Employees may smoke only in designated areas;

(c) Employees must be careful and take necessary precautions when operating, cleaning or repairing any machinery;

(d) Employees must be present prior to starting any operation or task which calls for more than one employee;

(e) Employee must not attempt to operate equipment without authorization or proper training or certification;

(f) The LCO Development Corporation will not tolerate horseplay or practical jokes. Accidents or injuries resulting from such horseplay or conduct shall not be considered work related.

§ 14.902 Accidents or Injuries.

If an accident or injury occurs, until medical help arrives employees should try to provide aid and comfort to the injured person. Employees should try to keep the circumstances of any accident or injury fresh in their minds so that the incident can be reported accurately and to provide information that may prevent a repeated incident. The employee will be required to fill out an incident report form.

§ 14.903 Protective Equipment.

The LCO Development Corporation will furnish required safety equipment to employees, if the work requires such equipment. Safety equipment includes safety glasses, gloves, safety shoes, noise protection devices, special protective devices for handling hazardous chemicals and waste, etc. Employees must follow all rules concerning the wearing of safety equipment at all times and must not remove safety equipment from any machinery, such as machine guards. All employees need to follow all OSHA regulations.

§ 14.904 Hazardous Materials.

The LCO Development Corporation complies with all applicable “Right to Know” laws, which means employees will be made aware of any chemical hazards at the workplace. Employees will also receive special training concerning the labeling, handling and disposal of hazardous substances, and what steps should be taken in the event of a spill or release.

§ 14.905 Personal Responsibility.

All employees shall take personal responsibility in the performance of all workplace related activities. If at any time an employee reasonably determines that a workplace related activity is unsafe or warrants protective equipment, the employee shall make all reasonable efforts to remedy the situation. All employees are responsible for making sure that sign out tools with the front desk and also making sure that the front desk knows when tool or equipment is returned. The employee who signs out the tool or equipment is responsible for the tool or equipment, this means that if the tool or equipment is not returned or damaged that the employee will need to pay to replace it.

SUBCHAPTER 14.10 – VEHICLE DRIVER CERTIFICATION

§ 14.1001 Purpose.

The purpose of this subchapter is to certify employees who may operate a vehicle or travel on tribal business and to minimize Tribal exposure to liability claims resulting from vehicle accidents.

§ 14.1002 Scope.

Any person driving on the LCO Development Corporation business including all employees and volunteers shall comply with this subchapter. The LCO Development Corporation business does not include an employee's regular commute to and from the work place.

§ 14.1003 Policy.

Drivers of the LCO Development Corporation, personal, or rental vehicles may be authorized to drive on the LCO Development Corporation business if they are 18 years of age and certification criteria contained in this subchapter are satisfied.

§ 14.1004 Procedures.

Drivers must achieve certification to drive on the LCO Development Corporation business by meeting the requirements listed in § 14.1005 of this manual.

§ 14.1005 Minimum Certification Requirements.

(1) The LCO Development Corporation Vehicle Certification.

- (a) Current Wisconsin Driver's License
- (b) Commercial Driver's License if required by Federal law or other contractual obligations
- (c) License requirements listed in the employee's current job description.
- (d) Completed Driving Record Authorization Form in employee's personnel file.
- (e) None of the following driving violation convictions within the last year:
 - (i) Operating without valid driver's license
 - (ii) Obstruction in regard to driver violation
 - (iii) Reckless driving

- (iv) Violation of Occupational License
- (v) Causing great bodily harm with vehicle
- (vi) Negligent homicide by use of motor vehicle
- (vii) Operating while license suspended
- (viii) Vehicle usage resulting in felony conviction
- (ix) Operating a school bus without a school bus license

(2) Personal Vehicle Certification.

(a) Current Wisconsin Driver's License

(b) Evidence of current minimum insurance coverage as follows, verified by an insurance policy with copy supplied to the Human Resource designee at every policy renewal:

- (i) \$100,000 per Person
- (ii) \$300,000 per Accident for Bodily Injury
- (iii) \$25,000 Property Damage

§ 14.1006 Recordkeeping.

(1) The LCO Development Corporation will maintain a current list of all certified drivers.

(a) Lists will be supplied to the Travel Clerk.

(2) The LCO Development Corporation Vehicle Drivers must notify the Human Resource designee within five (5) working days of any conviction affecting their certification eligibility. Failure to do so may be considered "employee misconduct" and subject to disciplinary action.

§ 14.1007 Supervisors Responsibility.

(1) Management shall ensure that no uncertified employees drive on the LCO Development Corporation business.

(a) Divisions, where appropriate, shall create Standard Operating Procedures which minimize drivers risk exposure.

(2) Management shall take action when employees or the Human Resource Department report violations. Actions may be, but are not limited to:

(a) Reassigning the uncertified employee to a position which does not require driving.

(b) Removing the driving requirement from the employee's job description.

(c) Place the employee on unpaid leave until they become recertified.

(d) Termination of employment because of a valid driver's license is a required qualification on the job description.

(3) If all fines, suspensions, revocations, and any other penalties or conditions imposed on the driver due to the driving violation conviction(s) are satisfied, the superintendent may decide to re-certify the driver if all other certification requirements are satisfied.

(4) If management has reason to question an employee's mental or physical health as it relates to the employee's ability to drive on the LCO Development Corporation business, the superintendent shall refer the employee to the Employee Assistance Program (EAP) for an assessment.

SUBCHAPTER 14.11 – PROBLEM SOLVING

§ 14.1101 Scope.

(1) Problem Solving Process. When people work closely together it is only natural that problems, questions or conflict may sometimes arise. It is in the best interest of the LCO Development Corporation and all employees that these issues be resolved as quickly and fairly as possible; therefore, the LCO Development Corporation supports an “open-communication policy” to encourage addressing these issues. The following “Problem Solving Process” has been designed to provide guidelines for resolution of questions, problems or conflicts:

(a) If you have a work related or personal problem that you think the LCO Development Corporation can help you resolve, you are encouraged to discuss it with management. Your superintendent is usually is in the best position to help you.

(b) If you do not get an answer, or you are not satisfied with the answer, the issue should be written down and presented to the Human Resources designee. The Human Resources designee will facilitate a meeting to assist with mutually resolving the issue.

(c) In the unlikely situation that these steps have not resolved the issue, you may take your problem to the superintendent.

(2) Chain of Command. All employees are required to follow the chain of command, with no exceptions. The chain of command consists of and is limited to the following:

(a) Foreman

(b) Human Resources Designee

(c) Superintendent

(3) Open Communication Policy. The LCO Development Corporation supports open lines of communication between employees, which assures all employees concerns will be heard and considered. It is the belief and commitment of the LCO Development Corporation to maintain direct lines of communication and good working relationships with all employees. Problems arise in all work places and this process is designated to identify and correct those problems and issues in a fair, equitable and timely manner. It should be noted that not all problems or issues will have an outcome that all parties agree with but in no circumstances will insubordinate behavior or communications be tolerated.

SUBCHAPTER 14.12 – DISCIPLINARY ACTION AND APPEAL

§ 14.1201 Consent.

Each employee shall agree to, by signing, a Consent to Disciplinary Action Procedure form as a condition of continued employment. The Consent to Disciplinary Action Procedure form constitutes a contract between the Tribe and the employee and establishes the framework under which employees may be subject to disciplinary action imposed under this subchapter or employment claims, provided no employee can appeal any disciplinary action. In addition, regarding employment claims, it is important to note that nothing in this personnel policy and procedural manual shall be construed as the Tribe consenting to application of any law or waiving applicable defenses, including the defense of sovereign immunity and the the defense that the subject law does not apply to the Tribe.

§ 14.1202 Grounds for Disciplinary Action.

(1) Employees must perform assigned duties at or above satisfactory levels; they must follow standards of workplace behavior contained in this manual and comply strictly with all applicable laws, rules and regulations. A system of progressive discipline will be utilized, when appropriate, to afford employees an opportunity to correct behavior. Therefore, verbal and written warnings are utilized as a corrective action tool.

(2) An employee may be suspended for any conduct which results in an arrest, pending the determination of management of the seriousness of the offense. Conduct by an employee which results in a felony arrest and/or felony conviction as defined under state and federal law will result in termination.

(3) The LCO Development Corporation reserves the right to impose discipline for any violation of this ordinance.

(4) The LCO Development Corporation reserves the right to impose discipline for any of the actions listed in this section, but not limited to the list; such action may include suspension and /or termination:

- (a) Incompetence;
- (b) Neglect of duty;
- (c) Insubordination;
- (d) Refusal to work;
- (e) Willful misconduct;
- (f) Political activity as defined in § 14.804 of this manual;

- (g) False representation in conjunction with job performance;
- (h) Intoxication or use of intoxicants during working hours;
- (i) Conviction of any felony either in performance of job duties, or in private affairs;
- (j) Negligence or willful damage to tribal property;
- (k) Discourteous treatment of the public or fellow employees during working hours;
- (l) Loss of driver's license if required for the job;
- (m) Job performance which results in serious harm to the employee's program;
- (n) Failure to properly report to work on time;
- (o) Unauthorized disclosure of confidential information;
- (p) Conflict of interest;
- (q) Theft;
- (r) Falsification of timecards;
- (s) Willful violation of any Tribal law, rule, regulations or any deliberate action that is detrimental to the LCO Development Corporation;
- (t) Willful violation of security or safety rules;
- (u) Negligence or any careless action which endangers the life or safety of another person;
- (v) Unauthorized possession of dangerous or illegal firearms, weapons, or explosives on the LCO Development Corporation's property or while on duty;
- (w) Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on the LCO Development Corporation's premises or when representing the LCO Development Corporation;
- (x) Provoking a fight on the LCO Development Corporation property;
- (y) Refusing to obey instructions properly issued by Management;
- (z) Refusing to help out on a special assignment;

(aa) Threatening, intimidating, or coercing fellow employees on or off the premises – at any time, for any purpose;

(bb) Dishonesty; willful falsification or misrepresentation on the application for employment or other work records; falsifying other data requested by the LCO Development Corporation;

(cc) Giving confidential or proprietary the LCO Development Corporation information to competitors, other organizations, the general public, or to unauthorized employees; working for a competing business while still employed by the LCO Development Corporation, breach of confidentiality of personnel information;

(dd) Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job;

(ee) Poor work performance;

(ff) Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of Management; stopping work before time specified for such purposes, unless authorized by law.

§ 14.1203 Types of Disciplinary Actions.

(1) Employees must perform assigned duties at or above satisfactory levels, follow standards of workplace behavior contained in this personnel policy and procedural manual and comply strictly with all applicable laws, rules and regulations. A system of progressive discipline will be utilized, when appropriate, to afford employees an opportunity to correct behavior, however some personnel infractions are severe enough to impose any of the below-mentioned disciplinary actions, up to and including termination. Disciplinary actions may be handled in any manner deemed appropriate by the LCO Development Corporation. This may include, but is not limited to, the following:

(a) Employee Warning.

(i) An employee may receive a verbal or written warning from their supervisor to rectify behavior which requires disciplinary action.

(ii) The superintendent will discuss with the employee the seriousness of the problem and the possible consequences of a failure to correct the problem. The superintendent will review applicable policies and will document the meeting through signature of both the foremen, the employee and superintendent.

(iii) The Human Resource designee, will maintain all employee warnings in an employee's personnel file in the event that further progressive discipline is necessary.

(b) Suspension.

(i) An employee may be recommended for suspension by their supervisor when the employee's behavior warrants such disciplinary action. The recommendation must be written in a manner that clearly states the justifiable reason and forwarded to the Human Resources designee. The Human Resources designee will consult with the Supervisor to ensure the reason is justified and clearly stated. If the Human Resources designee is satisfied that all the information is contained in the documentation and there is clear substantiated reason for the suspension, the same will be forwarded to management for final approval or denial. All suspensions are without pay.

(ii) Upon return from suspension, the superintendent will meet with an employee regarding the nature of the problem. A corrective action plan will be developed with the employee including specific timelines for completion.

(iii) The Human Resource designee, shall document all suspensions and maintain all corrective action plans in the employee's personnel file in the event that further progressive discipline is necessary.

(c) Probationary Period in lieu of Termination.

(i) In lieu of termination an employee may be placed on a probationary period for a serious violation of this personnel policy and procedural manual, as recommended by the superintendent and agreed to and evidenced by the signature of the employee on a "Waiver of Appeal Process" form. The superintendent must follow the same procedures as outlined in § 14.1203 (1) (b). During this probationary period, the LCO Development Corporation will evaluate the employee's continued suitability for employment. If during this period an employee has not shown improvement or adequately addressed the issues surrounding the probationary period in lieu of termination the superintendent may recommend the termination of the employee's employment, without the ability of the employee to appeal the decision.

(ii) Employees placed on a probationary period pursuant to this section are eligible for holiday leave and funeral leave. Such employees cannot use Personal Time Off until the completion of their probationary period.

(iii) At the end of the probationary period pursuant to this section, the superintendent will prepare a written performance evaluation and discuss with the

employee the curative conduct of the employee pertaining to the problem causing the probationary period as well as the employee's overall job performance.

(iv) The Human Resource designee, shall document all probationary periods pursuant to this section and maintain all written performance evaluations pertaining to this section in the employee's personnel file in the event that further progressive discipline is necessary.

(d) Termination.

(i) An employee may be recommended for termination from employment by their foreman at any time, depending upon the severity of the offense. The recommendation must be written in a manner that clearly states the justifiable reason and forwarded to the superintendent. The superintendent will consult with the foreman to ensure the reason is justified and clearly stated. If the superintendent is satisfied that all the information is contained in the documentation and there is clear substantiated reason for the termination, the superintendent will move forward with termination.

(ii) The superintendent shall document all terminations and provide a copy of all documentation to the Human Resources designee.

(2) The LCO Development Corporation retains the sole discretion to determine what behavior warrants disciplinary action and what type of disciplinary action will be imposed. The LCO Development Corporation reserves the right to terminate employees at any time for any reason that does not violate applicable law with or without notice and with or without prior resort to other means of discipline.

§ 14.1204 No Right to Appeal.

(1) All disciplinary action pursuant to this Subchapter are not appealable and shall be reviewed by the Superintendent.

(2) Nothing in this manual, including without limitation the provisions of this Subchapter, constitutes a waiver of the inherent sovereign immunity of the Tribe or the LCO Development Corporation as a subordinate entity of the Tribe

**PERSONNEL POLICIES AND PROCEDURES MANUAL
RECEIPT AND ACKNOWLEDGEMENT**

I hereby acknowledge receipt of a copy of the Personnel Policies and Procedures of the LCO Development Corporation. This personnel policy and procedural manual contains the policies and rules that apply to me. I agree to read the manual and follow it during my employment with the LCO Development Corporation. I further understand the Tribe may amend this personnel policy and procedural manual at any time and that such changes will be communicated to me in writing.

Employee Signature

Date

Employee Name (Printed)

Please keep a copy of this acknowledgement for your records.



Pride of the Ojibwe

13394 W Trepania Road . Hayward . Wisconsin . 54843
Phone 715-634-8934 . Fax 715-634-4797

RESOLUTION NO. 18-94

**ESTABLISHMENT OF TITLE XIV, CHAPTER 14
OF THE
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS
TRIBAL CODE OF LAW
LCO DEVELOPMENT CORPORATION POLICES AND PROCEDURES CODE**

WHEREAS, the Lac Courte Oreilles Band of Lake Superior Chippewa Indians (“Tribe”) is a federally recognized Indian tribe organized pursuant to the provisions of the Indian Reorganization Act of 1934, 25 U.S.C. § 461, *et seq.*; and

WHEREAS, the Tribal Governing Board serves as the governing body of Lac Courte Oreilles Band of Lake Superior Chippewa Indians pursuant to Article III, Section 1 of the Amended Constitution and Bylaws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians; and

WHEREAS, pursuant to Article V, Section 1(n) of the Amended Constitution and Bylaws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, empowers the Tribal Governing Board to: “regulate, by enactment of ordinances, the conduct of business within the territory of the band, including the power to impose taxes or license fees upon members and non-members doing business within the reservation.”

WHEREAS, the Tribal Governing Board determines that it is in the best interests of the Tribe to enact the LCO Development Corporation Policies and Procedures Code.

NOW THEREFORE BE IT RESOLVED that the attached amendments to Title XIV, Chapter 14 of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians Tribal Code of Law “LCO Development Corporation Policies and Procedures Code” shall be, and hereby is, enacted as an ordinance of the Tribe, pursuant to Article V, Section 1(n) of the Amended Constitution and By-laws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians.

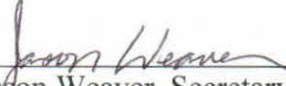
CERTIFICATION

I, the undersigned, as Secretary/Treasurer of the Lac Courte Oreilles Tribal Governing Board, hereby certify that the Tribal Governing Board is composed of seven (7) members of whom 7

Resolution No. 18-94

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being present, constituted a quorum at a meeting thereof, duly called, convened, and held on this **3rd day of December, 2018**; that the foregoing Resolution was duly adopted at said meeting by an affirmative vote of **6** members, **0** against, **0** abstaining, and that said Resolution has not been rescinded or amended in any way.



Jason Weaver, Secretary/Treasurer
Lac Courte Oreilles Tribal Governing Board