

# **Winnebago Tribe of Nebraska Employee Handbook**

**FY 2026**

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# **Section 1 - Employer Obligation**

## **Administration of Policies and Procedures**

All policies and procedures shall be interpreted, applied, and enforced by supervisory and managerial employees of Winnebago Tribe of Nebraska (referred to herein as WTN or Tribe) in consultation with Human Resources Director. Ultimate authority for interpretation, application, enforcement, and or deviation of policies rests with the Chief Executive Officer (CEO) and or Human Resources (HR) Director.

In instances of duplicate departmental policy please see HR.

This handbook and policies contained within are proprietary information. Employees are to refrain from distributing to the public or others. Outside requests for information contained within this handbook are to be directed to the Chief Executive Officer (CEO) and/or Human Resources for final determination and/or approval.

These policies supersede all preexisting policies and practices and may be amended or revised at the discretion of WTN. Policies are subject to revision on an “as-needed” basis. Policy revision is subject to the appropriated approval process including authorization of the Winnebago Tribal Council.

Employees are required to follow the chain of command laid out in their org chart unless otherwise addressed in a specific policy.

## **Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Tribe will be based on merit, qualifications, and abilities. The Tribe does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

The Tribe is owned and operated by the Winnebago Tribe of Nebraska. As provided by federal law, an Indian Preference Policy permits the Tribe to give preference to qualified Indians for employment and training.

Applicants who have provided verification of Veteran Status shall be given preference.

Any employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **Reasonable Accommodation**

As a matter of policy, the Tribe is committed to providing reasonable accommodations to qualified employees and applicants with disabilities. It is the position of WTN that the employment provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, does not apply, nonetheless, WTN will provide reasonable and appropriate accommodations to its employees. So long as the accommodations do not post an undue burden to the Tribe. In implementing this policy, WTN may look to the ADA for guidance, while preserving all legal arguments that the ADA or portions thereof, do not apply to WTN. If a court of competent jurisdiction determines that the ADA applies to WTN, this Policy will be revised to reflect the actual application of the ADA. If employees or applicants need accommodations, they should contact the Human Resources Department, employees should be prepared to provide documentation. Any Supervisor who receives a request for accommodations should contact the Human Resources Department.

## **Nature of Employment**

Employment with Winnebago Tribe of Nebraska is voluntarily entered into, employees are free to resign at will at any time, with or without cause. Similarly, WTN may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between WTN and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or canceled at any time, at the Tribe's sole discretion.

## **Immigration Law (I-9) Compliance**

The Tribe is committed to employing only United States Citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Human Resources will verify the information provided using the E-Verify process. Former employees who are rehired must also complete the form and verification process. Employees may also raise questions or complaints about immigration law compliance without fear of reprisal.

## **Section 2 - Employment Selection**

### **Education Requirements**

The Tribe requires all employees, except those 30 years of age and over, to have a high school diploma or G.E.D. in order to meet minimum job requirements. This exemption also includes individuals with certified learning difficulties. Management will review and approve individuals that have certified learning difficulties. As a condition of employment, applicants who do not meet the educational requirements may agree to obtain a G.E.D. or high school diploma within one year of the date of hire. In no circumstance will the one (1) year time limit be extended. Employees who do not complete the educational requirements within the designated timeframe will be immediately released from employment. Former employees will not be eligible for rehire without verification of a G.E.D. or high school diploma.

### **Employment Applications**

The Tribe relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsification, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **Background Check**

#### **Purpose Statement**

It is the policy of the Winnebago Tribe of Nebraska to perform pre-employment background checks. This policy is established to promote a safe and secure work environment.

#### **Policy**

All offers of employment are contingent upon satisfactory results of the background checks. Any misrepresentations, falsifications, or omissions in any employment information may result in no further consideration for employment. Candidates who fail to disclose accurate and complete information regarding any substantial negative history of criminal convictions may not be considered suitable for hire. The organization will also comply with all applicable tribal, state and federal laws to ensure candidates are not discriminated against because of negative history of convictions. The Tribe does not automatically disqualify any person from hiring or promotion due to a criminal record.

The Tribe will perform pre-employment background checks on all applicants for employment. In addition, if an employee changes positions or is required due to Federal regulatory requirements, to have a different type of background check, the Tribe will perform any additional required background checks not previously performed.

The results of pre-employment background checks are confidential and are to be shared on

a strict “need to know” basis.

All applicants whose essential duties have a nexus to children will comply with 45 CFR 30, Subpart D, Section 30.3, C and D, which requires all prospective employees to sign a declaration prior to employment regarding all arrests and convictions of child abuse or violent felonies, and to comply with PL100-630 and PL 100-637 regarding criminal record check.

## **Employee Orientation and Integration**

The Winnebago Tribe of Nebraska believes that a smooth and thorough orientation of new employees results in a positive integration into its operations and will lead to a more productive and satisfying employment relationship. For this reason, new employees are to be scheduled for a thorough orientation promptly following their initial employment date, but not later than thirty (30) days. They receive information about the Tribe's employment benefits and complete related documents. The tribal organization is to provide each new employee with such information as background about the tribal organization, its personnel policies, each department's organization and functions, the employee's role in helping to achieve the tribal goals, the employee's job content and performance evaluation standards, job safety, promotional opportunities and any other information deemed pertinent to establish employee orientation.

## **Reports and Records**

The HR Department or designee will be responsible for providing the forms and maintaining records required to sustain a complete personnel system for the Tribe and will furnish or prepare such forms and records as are appropriate.

## **Change of Status Report**

Upon proper approval the following changes of status will be implemented by supervisory or management personal and processed via Human Recourses (HR).

- New hire
- Transfer
- Promotion
- Demotion
- Significant change in duties or salary rate
- Employment separation
- Temporary
- Leave of Absence
- Other change

All employment separation or demotion notification should be made immediately and changes will be effective that working day. All other change of status notifications requires advance notice to HR and the change will be effective beginning of the next pay period.

## **Review of Personnel File**

Personnel files are the property of the Tribe, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Tribe who have a legitimate and or legal reason to review information in a file are allowed to do so. With forty-eight (48) hour written notice to Human Resources, employees may be granted approval to review their own personnel file. Review of personnel files will be facilitated by HR on a date, time, and location prescribed by the Tribe. However, such records may not be reproduced, removed or altered without the consent of the CEO or HR Director.

Request for access to personnel file documentation after separation of employment should be submitted to the Chief Administration Officer (CAO). For full details see Community Complaint Policy.

## **Conflicts of Interest**

The Tribe expects all employees to conduct themselves and the Tribe business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The Tribe recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the Tribe.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another firm that is a competitor of or supplier to the Tribe.
2. Carrying on the Tribe's business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a firm to which the Tribe makes sales or from which it makes purchases.
4. Borrowing money from customers or firms, other than recognized loan institutions, from which the Tribe buys services, materials, equipment, or supplies.

5. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the Tribe.
7. Participating in civic or professional organization activities in a manner that divulges confidential the Tribe information.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in the Tribe or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of the Tribe business.

## **Employment of Relatives**

Nothing in the Equal Employment Opportunity policy is intended to be interpreted as preventing the Tribe from reasonably regulating nepotism for reasons of supervision, safety, security or morale. Under no circumstance will the Tribe allow individuals who are of immediate family or dating relationships to work together where one reports directly to the other (direct reporting relationship). Family members are defined as spouse, child, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin. Of these listed relationships it will also include step- relative, foster relative, in-law, and any adoptive relationships.

Generally, employee's relatives will be eligible for employment as long as no conflicts in supervision, safety, security, morale or potential conflicts of interest exist.

Situations where a close relationship exist will be reviewed on a case by case basis, at the discretion of HR Director and CEO.

Situations in which an employee has direct or indirect reporting over a family member shall remove themselves when disciplinary action is required.

## **Confidential Information**

The protection of confidential business information and trade secrets is vital to the interests and success of the Tribe. Confidential information is any and all information disclosed to or known by you because of employment with the Tribe that is not generally known to people outside the Tribe about its business. Such confidential information includes, but is not limited to, the following examples:

- personnel information
- compensation data

- financial information
- labor relations strategies
- marketing strategies
- pending projects and proposals
- vendor and/or client list

All employees are required to sign a non-disclosure agreement as a condition of employment.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

All inquiries from the media must be referred to the Communications Director and/or Tribal Council Chairperson.

## Section 3 - Employment Relationship

### Employment Categories

It is the intent of the Tribe to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Tribe.

Each employee is designated as either NON-EXEMPT or EXEMPT from applicable wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of applicable laws. EXEMPT employees are excluded from specific provisions of applicable wage and hour laws.

**REGULAR FULL-TIME** - employees who are not in a temporary, introductory, or seasonal status and who are regularly scheduled to work a minimum 30-40 hours in a work week. Are eligible for all paid and unpaid leave benefits subject to individual leave policy requirements. Generally, they are eligible for the Tribes benefit package, subject to the terms, conditions, and limitations of each benefit program.

**REGULAR PART-TIME** - employees are those who are not assigned to a temporary, introductory, or seasonal status and who are regularly scheduled to work less than 30 hours per work week. They do receive all legally mandated benefits (such as Social Security and workers' compensation insurance). They are eligible for all paid and unpaid leave benefits subject to individual leave policy requirements. Part-time employees are not eligible for health, life, and retirement benefit packages.

**INTRODUCTORY** - New hire employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the Tribe is appropriate. Generally, for a period of at least 90 days from date of hire. Employees are not eligible to receive paid or unpaid leave while in their introductory period (excluding admin leave). However, paid leave will accrue during the introductory probation period. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

**SECONDARY INTRODUCTORY** - Transfer or promoted employees whose performance is being evaluated to determine whether further employment in a specific position is appropriate. Generally, for a period of at least 90 days from date of transfer or promotion. Employees are eligible to receive paid or unpaid leave subject to individual leave policy requirements.

**Seasonal** - employee is one who is hired to work a recognized season that occurs generally at the same time each year and the employee will work no more than 180 consecutive days. They do receive all legally mandated benefits (such as Social Security and workers' compensation insurance). Generally, they are not eligible for the Tribes benefit package. Seasonal employees are not eligible to receive paid or unpaid leave (excluding admin leave).

**Temporary employees** - Employees holding jobs of limited or specified duration not longer than sixty (60) days, arising out of special projects, position vacancy pending appointment, the absence of a position incumbent, abnormal workloads, emergencies or other reasons established by the Department Head/Director, Program Directors or Personnel Department are considered temporary employees.

**Variable Hours** - An employee hired into a temporary, intermittent, or part-time position not lasting longer than twelve months. A variable hour employee may work extended, limited, or irregular hours, including nights, weekends and holidays with frequently rotating shifts and duty stations.

Temporary and Variable Hours employees may work either full or part-time work schedules. Temporary and Variable hours employees are not eligible for health, life, and retirement benefit packages. They do receive all legally mandated benefits (such as Social Security and workers' compensation insurance). Temporary and Variable Hour employees are not eligible to receive paid or unpaid leave. (excluding admin leave). Employees are only eligible to serve in a temporary position one time in a 12-month period.

### **General Hours of Work** (revised Oct 2023)

The CEO will determine operational days and hours of work or the modification thereof. Unless otherwise assigned, the normal days and hours of work for employees will be as follows:

- A. Workday: for full-time positions shall be eight (8) hours, excepting unpaid meal periods.
- B. Workweek: The standard workweek is from Saturday 12:00 a.m. until Friday 11:59 p.m. and generally consists of 40 work hours.
- C. Work Schedules: will be established for each employee by supervisory personnel who may change such schedules based on the needs and requirements of work unit operations. Supervisory personnel may also require an employee to work an unscheduled day in place of a scheduled' day within the same workweek, in which case the unscheduled day worked shall be treated as a modified work schedule and not subject to overtime compensation on the basis of a changed workday.

Full-time exempt employees are generally expected to work a minimum of 40 hours in a work week.

With approval, supervisors, may grant employees the opportunity to work flexible work schedules so long as such a schedule does not diminish operational effectiveness or create an overtime liability that would not otherwise occur.

## **Meal and Rest Periods**

Each eight (8) hour workday employees are provided one (1) unpaid meal period of thirty (30) minutes in length and two (2) paid rest periods of fifteen (15) minutes in length. In instances when an employee performs duties during their regular scheduled meal break or for a portion of their meal break, the employee will be paid for the thirty (30) minute meal break.

## **Breastfeeding**

We encourage and support employees in their efforts to combine working and breastfeeding.

Winnebago Tribe of Nebraska allows creative use of normal breaks and earned time/leave for nursing and pumping. Examples of creative use include: using scheduled break times as pumping time, coming in to work earlier or leaving work later. Use of Tribally approved, 30-minute Wellness time may be used for pumping/nursing time. This would be at the discretion of the supervisor as it is with scheduled exercise time.

## **Attendance**

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

Employees are expected and required to report to their designated work locations at the prescribed time and manner work activity is to commence. Tardiness, unexcused absence or failure to report as required may result in disciplinary action. In the event an employee cannot report to work as scheduled, the employee must so notify supervisory personnel within thirty (30) minutes of the scheduled reporting time or be prepared to provide evidence of extenuating circumstances.

An employee who is absent from their assigned work location or schedule, including any previously approved schedule change, without official leave approval from supervisory personnel for two (2) or more days shall be considered absent without authorized leave. In such cases, the job shall be regarded as abandoned and the employee automatically terminated, unless the employee can provide their supervisor with acceptable and verifiable evidence of extenuating circumstances.

Employees who are absent without notice or authorization for less than two (2) days may be subject to disciplinary action including termination.

Excessive absenteeism or tardiness, regardless of reason(s), which renders an employee insufficiently available for work may be subject to disciplinary action up to and including termination.

Excessive Absenteeism/tardiness is considered 3 or more occurrences within 30 days.

\*See departmental policy\*

Unauthorized leave or unexcused absence will not be compensated in any form including tribal-sponsored employment benefits.

## **Work Schedule Exchanges**

The exchanging of workdays is generally discouraged because of its inherent disruptive effect on record keeping and the continuity of work progress. However, under circumstances where an employee can demonstrate a legitimate reason for exchanging a work schedule with another agreeable employee and where affected supervisory personnel approve of the exchange, such exchanges may be authorized on a limited basis. Under no circumstances will exchange work schedules be authorized if the exchange is likely to result in a disruption or interference of the work unit operations or in either of the employees working overtime.

Employees wishing to have a work schedule exchange considered by supervisory personnel should submit a written request stating the dates and times of the exchange, the exchange employees involved, the reason(s) for the exchange and the date and signature of both employees. Such a written request must be submitted to affected supervisory personnel not later than three (3) working days before the requested exchange, whereupon supervisory personnel will respond with approval or disapproval in a timely manner. Should the request be disapproved, supervisors should note their reason(s) on the employee's written request and retain a tribal file.

## **Modified Work Schedule** (added Dec 2023)

The Winnebago Tribe of Nebraska is committed to helping employees face the demands of juggling work, family, and personal obligations by offering modified work arrangements. These arrangements provide employees with increased flexibility with their work schedule while allowing the Winnebago Tribe of Nebraska to maintain a progressive and productive work environment.

All Winnebago Tribe of Nebraska employees will be considered for modified work scheduling on a case-by-case basis in situations where creative work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations and to serve the Winnebago Tribe of Nebraska as a whole with increased productivity at no expense to quality output.

The department director/supervisor is responsible for identifying if any of the aforementioned staffing options are workable within the department. This may include determining if the entire department or an entire shift must convert to a modified work schedule. To determine whether

an employee's request for an individual alternative work schedule is appropriate, the director/manager must assess the impact and the outcome in terms of production, quality and absenteeism, and if one or a combination of the above arrangements is in the best interests of the department, Winnebago Tribe of Nebraska and the employee.

The work arrangement will be reviewed at least annually thereafter to ensure continued success. The arrangement may be canceled for any reason by management. An employee wishing to change or cancel an alternative work arrangement must obtain written approval from his or her director/supervisor.

Modified work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. In order for a modified work schedule to be approved, the employee must have a satisfactory attendance record, meet all performance expectations in his or her current role and consistently demonstrate the ability to complete tasks and assignments on a timely basis. The nature of the employee's work and responsibilities must be conducive to a modified work arrangement without causing significant disruption to performance and/or service delivery.

Modified work schedule agreement to be on file with Human Resources prior to modified work schedule being implemented.

## **Telecommuting Policy and Procedure**

### **Objective**

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The Winnebago Tribe of Nebraska (or "Tribe") considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with The Winnebago Tribe of Nebraska.

### **Ad Hoc Arrangements**

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, business travel, natural disasters, or other unforeseen circumstance arising out of the Tribe's control. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

### **Temporary Telecommuting Policy**

In the event of an emergency such as a natural disaster/catastrophe or pandemic, the Winnebago Tribe of Nebraska may allow or require employees to temporarily work from home to ensure business continuity.

\* For Full eligibility and procedure see Telecommuting Policy and Procedure

### **Outside Employment**

Employees are permitted to work a second job as long as it does not interfere with their job performance with the Tribe. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours, including work schedule exchanges.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

### **Employee Conduct and Standards (Revised September 2025)**

To ensure orderly operations and provide the best possible work environment, the Tribe expects employees to follow rules of conduct that will protect the interests and safety of all employees.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Making false, vicious, profane or malicious statements concerning another employee, guest, or its facilities
- Violation of local, state, or federal law which causes unfavorable reflection on the organization, impairs the credibility of the employee to perform the employee's job, or is otherwise connected to tribal employment.
- Employees shall not engage in, solicit, promote or become involved in POLITICAL ACTIVITIES while at work designed to inhibit, damage or cause disruption within THE TRIBE and Tribal government. This does not mean that employees who wish to follow departmental leave policies to attend Tribal Council meetings may do so.
- Lending or borrowing the Tribes property.
- Lending or borrowing money from guests or other employees
- Violation of privileged information or its use for private gain or the soliciting or acceptance of any gift of value from any person whose interest may be affected by the employee's action in the course of performing his or her duties.
- Sleeping on the job during working hours

- Dishonesty; providing false or misleading information to any the Tribe’s representatives or in any of the Tribe’s records, including but not limited to: employment application, benefits forms, time cards, expense reimbursement forms and similar records
- Discourteous, abusive, threatening treatment of supervisory or management personnel, employees, clients, vendors or the general public
- Theft from the tribe, employees, clients, vendors or inappropriate removal / unauthorized possession of property
- Violation of the drug free workplace code
- Fighting or engaging in disorderly/inappropriate conduct on the Tribe’s or a client/vendor’s premises or off-site while representing the Tribe; this includes socialization and downtime during the Tribally sponsored Travel time.
- Negligence or improper conduct leading to damage or destruction of the tribe’s property, another employee’s property, or guest-owned property.
- Insubordination; Refusal or failure to follow instructions from supervisory personnel
- Violation of safety or health policy. Deliberate or careless conduct which endangers the safety of self or others
- Failure to report changes to required qualification to the job held (licenser, certifications, etc.).
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Unauthorized use of another employee’s password or workstation.
- Unauthorized disclosure of confidential information
- Violations of any of the Tribe’s employment policies including, but not limited to harassment, confidentiality, security, solicitation, conflict of interest and code of conduct
- Performance issues of a serious nature
- Accepting outside employment while on Family Medical Leave (FML)
- Breach of confidentiality relating to employer, employee, client or vendor information
- Unsatisfactory work performance

## **Personal Appearance Standards**

The Tribe provides a casual yet professional work environment for its employees. Employees are therefore expected to dress in a manner consistent with the nature of work performed. Personal appearance standards are at supervisors’ discretion. Employees whose appearance is inappropriate may be sent home and required to return to work with a clean, neat, and tasteful appearance. Under this circumstance, employees will not be paid for the time away from work.

All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste.

## **Social Media Acceptable Use**

The Tribe encourages employees to share information with co-workers and with those outside the Tribe for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the Tribe has established the following guidelines for employee participation in social media.

**Note:** As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and Snapchat, among others.

**Off-duty use of social media.** Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the Tribe considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

**On-duty use of social media.** Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference the Tribe clients, customers, or vendors without express permission. The Tribe monitors employee use of the Tribe computers and the Internet, including employee blogging and social networking activity.

Approval- creation of a social media page with use of “WTN” or any associated program/department is at the discretion of the CEO. Further all usernames, passwords, and other log-in information must be kept current and shared with the CEO or delegate.

**Respect.** Demonstrate respect for the dignity of the organization, its governing body, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge the Tribe confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

**Post disclaimers.** If an employee identifies himself or herself as a tribal employee or discusses matters related to the Tribe on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the Tribe and that the employee is expressing only his or her personal views. For example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the Tribe or the Tribe’s business. Employees must keep in mind that if they

post information on a social media site that is in violation of Tribe policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

**Competition.** Employees should not use social media to criticize the Tribe's competition and should not use it to compete with the Tribe.

**Confidentiality.** Do not identify or reference the Tribe's clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

**New ideas.** Please remember that new ideas related to work or the Tribe's business belong to the Tribe. Do not post them on a social media site without the Tribe's permission.

**Links.** Employees may provide a link from a social media site to the Tribe's website during employment (subject to discontinuance at the Tribe's sole discretion). Employees should contact the Web design group to obtain the graphic for links to the Tribe's site and to register the site with the Tribe.

**Trademarks and copyrights.** Do not use the Tribe's or others' trademarks on a social media site, or reproduce the Tribe's or others' material without first obtaining permission.

**Legal.** Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

**Discipline.** Violations of this policy may result in discipline up to and including immediate termination of employment.

*Note:* Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

## **Computers, Internet, Email, and Other Resources**

The Tribe provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other technology provided by the Tribe, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of the Tribe's computer, phone, or other communication tools and resources. All communications made using the Tribe-provided equipment or services including email and internet activity, are subject to inspection by the Tribe. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the Tribe's systems.

Employee use of the communication systems provided by the Tribe, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the Tribe's systems as well as the reputation and/or competitiveness of the Tribe. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers.

It also is against the Tribe's policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on the Tribe's computers. Violations of this policy is subject to disciplinary action.

The Tribe encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding the Tribe's business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the Tribe.

All use of the Tribally-provided communications systems, including e-mail and internet use, should conform to the Tribe's guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. For example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Because e-mail, telephone and voice mail, and internet communication equipment are provided for the Tribe's business purposes and are critical to the Tribe's success, your communications may be accessed without further notice by Information Technology department administrators and the Tribe's management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the Tribe recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the Tribe's cell phones, long-distance account, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to disciplinary action including termination.

The Tribe reserves the right to monitor customer calls to ensure employees abide by the Tribe's Employee Conduct and Standards contained within these policies on employee interaction with other employees or the outside public.

## **Cell Phone and Other Electronic Devices**

### **The purpose**

While we recognize mobile phones and other electronic devices have become an integral part of business, the purpose of this policy is to promote a safe and productive work environment and offer guidance on acceptable use in the workplace.

### **Policy and Usage**

This policy outlines the use of tribal-issued mobile phones, personal mobile phones and other electronic devices.

Employees within the organization who are issued a mobile phone understand these devices are issued for the sole purpose of conducting tribal business and are required to sign a Mobile Phone/Electronics Use Agreement. Employees are required to be professional and conscientious at all times when using Tribal issued equipment.

Employees may carry and use personal mobile phones while at work on a limited basis. If employee use of a personal mobile phone causes disruption or loss in productivity, the employee may be subject to disciplinary action.

Sexual, racial, vulgar, obscene, threatening messages or other forms of harassment is expressly prohibited and is extended to include the use of electronic and telecommunication systems.

Employees whose job responsibilities include driving are to refrain from using their phone while driving – use of a mobile phone or other electronic devices while driving is not required by the Tribe and is expressly prohibited.

### **Issuance of Mobile Phone(s)**

The Department Head/Program Manager will submit requests for mobile phones on behalf the employee by completing the Mobile Phone Request form. Approval for employee mobile phones is at mutual discretion of the Department Head, CFO, and CEO.

Any upgrades or replacement devices are subject to I.T. Departmental procedures.

### **Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations are conducted at the end of an employee's initial period in any new position. This period, known as the introductory period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Performance evaluations are conducted to provide

supervisors and employees, the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Generally, formal performance reviews are conducted annually and or on a discretionary basis coinciding generally with the anniversary of the employee's original date in position. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Any introductory period may be extended an additional thirty (30) days upon performance evaluation and recommendation of the immediate supervisor.

### **Discretionary Performance Evaluations**

When there arises a marked change in the performance of an employee in the opinion of supervisory personnel a discretionary performance evaluation can be completed in the same manner of other employee evaluations.

### **Substandard Rating**

A substandard rating, as applied to performance evaluations, means any rating below the rating level of satisfactory/ average/ standard. Employees receiving a substandard rating or ratings may be subject to the following corrective action:

- A. Ineligibility for promotional consideration until successful completion of probation period and any extension there of;
- B. Withholding of introductory merit performance-based compensation, until successful completion of probation period and any extension there of;
- C. Transfer or demotion to a vacant position for which the employee meets qualifications;
- D. Employee may be placed on an extended or additional or secondary introductory period, thirty (30) calendar days, by authority of supervisory personnel. Introductory periods which require a longer duration require approval by the CEO; or
- E. Termination.

### **Employee Transfer/Promotion (Revised September 2025)**

The Tribe believes in promoting qualified employees from within the organization when possible. Employees must have completed initial probationary period in their current position before being eligible for transfer to another department or position. Internal candidates may apply on-line and submit a Job Application for open positions.

The employee's personnel file and references are available to be reviewed by the hiring manager. A reference check should be obtained by the hiring manger from the employee's current manager. If an employee is transferred to another position/department, advance notice

must be given to the present manager. Additional notice time may be required if both managers agree.

A transfer is defined as a change in department and/or position. A promotion is defined as a position rated at least one grade higher than the employee's current position. Demotion is defined as a change to a position which is at least one grade lower than the employee's current position.

### **Intra-Departmental Transfers**

Intra-Departmental transfers are designed to move employees within the same department and will allow them to retain anniversary date for paid time off accruals and benefits.

#### **To Qualify for an Intra-Departmental Transfer:**

1. The manager must request approval from the Departmental Director and Human Resources (HR).
2. Employee must agree to the transfer
3. The position to be filled cannot be of a higher wage/grade or considered a promotion
4. The new position must be within the same department as the current position
5. The employee cannot be in their introductory period
6. Employee will begin a secondary introductory period.
7. Employees may be subject to and have satisfactory results of additional background check, drug and alcohol screenings, and/or Motor Vehicle Report (MVR).

The employee's initial employment date will remain the same and accrual rates will continue based on this date. Benefits will carry over to the new position uninterrupted with all premiums deducted as scheduled. Depending on funding source, paid time off accruals, may be paid out, forfeited, and/or reset.

New titles will need a new job description signed.

### **Inter-Departmental Transfers**

Inter-Departmental transfers are designed to move employees from one department or program to another within the Winnebago Tribe of Nebraska and allow them to retain anniversary date for paid time off accruals and benefits.

#### **To Qualify for an Inter-Departmental Transfer:**

1. The new manager, current manager, HR, and CEO must approve the transfer
2. Employee must agree to the transfer
3. An employee on a PIP may transfer with acceptance of the PIP provisions by the new supervisor when applicable.
4. The position to be filled cannot be of a higher wage/grade or considered a promotion
6. The employee cannot be in their introductory period
7. Employee will begin a secondary introductory period.

8. Employees may be subject to and have satisfactory results of additional background check, drug and alcohol screenings, and/or Motor Vehicle Report (MVR).

The employee's initial employment date will remain the same and accrual rates will continue based on this date. Benefits will carry over to the new position uninterrupted with all premiums deducted as scheduled. Depending on funding source, paid time off accruals, may be paid out, forfeited, and/or reset.

New titles will need a new job description signed.

Inter-Departmental Transfers are limited to once per rolling calendar year, unless specifically noted in the employee's offer letter if their position requires additional specialized training.

### **Promotion**

Promotions are designed to reward existing employees for their hard work and tenure.

Promotions are defined as a significant change in job duties that impact the organization chart and require a new job description to be signed, at a higher wage/grade.

To Qualify for a Promotion:

1. The position cannot be a management position. All open management positions must be posted via the Employee Recruitment Process.
2. The new position must be posted via HR through the posting process and all qualified candidates must be interviewed.
3. Any existing employees identified as a possible good candidate must also apply during the posting period to be considered. If no other candidates apply or are qualified, then the identified employee may be promoted
4. The new manager (if applicable), current manager, HR, and CEO must approve the promotion
5. The employee must agree to the promotion
6. The employee cannot be on a Performance Improvement Plan (PIP), suspension or any other form of current disciplinary action
7. The new position must be of a higher wage/grade and require a new job description to be signed
8. The employee cannot be in their introductory period at the time of the promotion
9. Employee will begin a secondary introductory period.
10. Employees may be subject to and have satisfactory results of additional background check, drug and alcohol screenings, and/or Motor Vehicle Report (MVR).

The employee's initial employment date will remain the same and accrual rates will continue based on this date. Benefits will carry over to the new position uninterrupted with all premiums deducted as scheduled. Depending on funding source, paid time off accruals, may be paid out, forfeited, and/or reset.

New titles will need a new job description signed.

## **Meetings and Committee Assignments**

The Winnebago Tribe recognizes the need for individual employees to participate in committees and boards, which provide a benefit or service, directly or indirectly to the Tribal organization and the Tribe.

Non-job related participation on a committee or board cannot be completed on compensable time. Job relationship will be determined on an individual basis by immediate supervisor, program director, HR and CEO. Participation on committees and boards during working hours must be approved by immediate supervisor or department head and must follow applicable leave policies. Admin Leave is not allowed. Online training/webinar are not eligible for allowances under the travel policy.

## **Accountability and Discipline Policy**

The purpose of this policy is to state Winnebago Tribe of Nebraska's position on administering fair and consistent discipline for unsatisfactory conduct and policy violations in the workplace while considering the Winnebago Tribe of Nebraska's own best interest. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Winnebago Tribe of Nebraska's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the issue, prevent recurrence, and prepare the employee for satisfactory service in the future. To ensure equitable processing of disciplinary action and assurance that employee rights are protected, supervisory personnel will consult Human Resources prior to implementation of disciplinary action.

Although employment with Winnebago Tribe of Nebraska is based on mutual consent and both the employee and Winnebago Tribe of Nebraska have the right to terminate employment at will, with or without cause or advance notice, the Winnebago Tribe of Nebraska reserves the right to interpret and apply this discipline policy at its sole discretion.

**Progressive discipline should typically be applied in the following order:**

- 1) Verbal Warning**
- 2) Written Warning**
- 3) Suspension**
  - a) Supervisory personnel may authorize suspensions up to five (5) days, with or without pay**
- 4) Demotion or Termination of employment**

Employees may be referred to the Employee Assistance Program by their supervisor. Once referred by supervisor, employee must complete initial assessment and comply with recommendations from the counselor. Failure to do so may result in further disciplinary action, up to and including termination.

The Winnebago Tribe of Nebraska recognizes that there may be circumstances that are serious enough to justify either an immediate suspension or termination of employment, without utilizing each of the progressive discipline steps. The Winnebago Tribe of Nebraska reserves the right to circumvent and/or bypass one or more progressive discipline steps outlined within. All recommendations for termination and/or suspensions lasting longer than five (5) days, will be directed to the Chief Executive Officer (CEO). The CEO will authorize all terminations and suspensions lasting longer than five (5) days via signed acknowledgement.

## **Separation from Employment**

The effective date of separation of employment whether voluntary or involuntary is indicated in the notice of employment separation document.

### **Voluntary Termination**

Occurs when an employee initiates separation. Advance notice recommended of written or oral resignation, or retirement. Other examples of a voluntary termination include employee's failure to:

- Report to work on a designated date when recalled from layoff.
- Return from approved leave of absence at the expiration of the leave.
- Respond to the Tribal organization's written notification within the time period specified.

Employees who walk off the job during shift will be subject to disciplinary actions up to and including termination.

### **Involuntary Termination**

Involuntary termination occurs when employees do not initiate the separation. Examples of involuntary terminations include:

- Discharge with cause - when an employee is terminated for reasons including, but not limited to: unsatisfactory performance, absenteeism, or violation of rules of conduct.
- Layoff for lack of work when the department reduces its work force for economic or other reasons.
- Elimination of a position when the department has no appropriate change of assignment available for employee.
- Disability when, on the basis of medical evidence, an employee is totally and permanently unable to perform his or her job due to disability, and the department is unable to make reasonable accommodations.

### **Paid Time Off (PTO) Balance**

The Paid Time Off Policy specifies the payout of PTO upon termination of employment.

### **Group Insurance**

The Tribe's Group Insurance specifies when insurance coverage terminates, depending on various circumstances. See Human Resources Department for questions.

### **Return of Tribal Issued Property**

Employees must return all Tribal property prior to release of final compensation check.

Employees need to have all travel reports completed and turned in within five (5) business days from date of transfer or termination of employment.

### **Layoff**

An employee may be subject to a layoff in connection with a shortage of funds, abolition of a position or lack of need for the work performed by an employee or group of employees. In such cases, affected employees will be given as reasonable an amount of advance notice as conditions permit.

The Department Head, with the approval of the CEO, may lay off a regular employee because of material change in duties, or organization or shortage of work or funds. The Director is to notify the CEO of the intended action with reasonable amount of advance notice as conditions permit before the effective date and provide a statement whether or not the employee gave satisfactory service.

Other general layoffs may occur, usually as a result of economic conditions, in which a larger segment of the work force may be affected.

The names of employees who either are laid off or continue employment in a lower position will be placed on a reemployment list giving the position held at the time of layoff. The reemployment list will be maintained for a period of one (1) year from the date of placement on the list. When a vacancy occurs in a position for which a reemployment list exists, persons appearing on the list will be considered for reemployment, in inverse order of their layoff dates prior to consideration of other persons' employment. Job positions that are filled by the layoff list do not need to be posted and advertised in accordance with the Job Advertising Procedures on page 5 of these Policies.

### **Rehire Eligibility**

Except as provided below, any employee involuntary terminated for the first time will not be eligible for rehire for 60 days from the date of termination.

Except as provided below, any employee involuntary terminated for the second time within one (1) year will not be eligible for rehire for ninety (90) days.

Except as provided below, any employee involuntary terminated for a third time within

eighteen (18) calendar months will not be eligible for rehire for one hundred eighty (180) calendar days from the date of termination.

Any employee involuntarily terminated for theft, fraud, or convicted of any other major crime will not be eligible for rehire for a minimum of two (2) years.

Any employee in violation of the drugs/alcohol policy will not be eligible for re-hire for one (1) year or upon completion of an approved rehabilitation program. This is subject to departmental requirements.

Any employee involuntarily terminated for violation of any fiscal responsibility will not be eligible for rehire in any position for a minimum of two (2) years and shall further not be eligible for hire in any position with fiscal responsibilities for up to ten (10) years.

### **Employee Complaint and Grievance Process (Revised September 2025)**

The Winnebago Tribe is committed to providing a process to be used by employees who need assistance in resolving work-related issues. An appropriate dispute or grievance is defined as employee discontent or dissatisfaction, valid or not, arising from anything connected with the organization that the employee feels is unfair, unjust, or inequitable. Grievance appeal of termination is a courtesy and does not grant for cause status for employment. Employees are encouraged to resolve this type of conflict or problem first with their immediate supervisor with or without assistance of Human Resources. If this attempt fails, the employee may file a formal grievance within five (5) business days of the event they are grieving. The entire employee grievance process will be completed within 45 calendar days.

Should the employee not specify an expected resolution in their formal written grievance request, the grievance shall be considered invalid, and not subject to further consideration.

Human Resources will assist the employee through the formal grievance process. The employee grievance process may end at any level once the employee is satisfied with the resolution.

The Department Head/Directors (“DHD”) will review all employee grievances as service to the body to which employees may appeal work-related issues thought to be unfair, unjust, or inequitable. Employees who are in their initial probationary period are not eligible to file a grievance.

#### **Step One**

The employee will submit a formal, written grievance to Human Resources within five (5) business days of the event they are grieving.

The formal grievance request should contain the following:

1. A detailed account of the work-related issue thought to be unfair, unjust, or inequitable.
2. All relevant evidence in support of the employee claim.
3. An expected resolution.

Human Resources will meet with the employee to discuss their grievance and review the grievance process.

**Step Two**

Human Resources will conduct all appropriate meetings and investigation. All supporting documentation submitted will become part of the grievance material and be made available for DHD review.

**Step Three**

Grievance hearings may be scheduled as needed, however, hearings are generally placed on the agenda of the next duly convened DHD meeting. Once a decision has been rendered by the DHD, the issue is considered resolved and the decision is final and conclusive.

Grievances are confidential and only those with a need to know will be made aware of an employee's grievance. The employee may not be retaliated against for submitting a grievance. However, grievances submitted by an employee which prove to be intentionally false or in bad faith are considered improper and Human Resources may dismiss or refuse to proceed with this type of grievance. The filing of a formal grievance does not prevent corrective action which must be administered for unrelated reasons.

It is inappropriate for employees to take their grievances to co-workers, clients, or Tribal Council. Employees who continually complain or attempt to draw others to take sides with their grievance are creating a hostile work environment and are infringing on the rights of others and shall be subject to disciplinary action up to and including termination.

## **Section 4 - Safety**

### **Commitment to Safety**

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing (402) 878-2245 or 911 to activate the medical emergency services.

In the event an accident or injury in the work place occurs, regardless of how minor the injury may be, employee must report accident immediately to their Supervisor, Insurance Clerk, and Human Resource (HR).

### **Duty to Warn**

It is the duty of all employees to report to their supervisors or Human Resources, if they suspect any problematic workplace activity, situation or incidents that involve one's self, other employees, former employees, customers, guests, or vendors. This includes, but not limited to: threats, acts of violence, aggressive behavior, and threatening or offensive acts or comments. Employee reports made under this policy will be held in the strictest of confidence, to the maximum extent possible.

Reports of improper practice should be submitted through chain of command except when the alleged impropriety appears to involve a management employee. In such cases, reports should be referred to the next higher level management employee, who will advise the CEO of the situation.

The Winnebago Tribe of Nebraska will not condone any form of retaliation against any employee for filing a report under this guideline.

\*For further information on Whistleblower Protection Act contact HR.\*

### **Workplace Violence Prevention**

The Tribe is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner.

Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at Tribally-sponsored functions.

All WTN employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the Tribe, its employees, or its property will be prosecuted to the fullest extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

WTN prohibits the possession of weapons on its property at all times, including our parking lots or the Tribe's vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The Tribe reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on the Tribe's property. In addition, WTN may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all the Tribe property and other items that are in violation of the Tribe rules and policies.

## **Harassment, Bullying, and Complaint Procedure**

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by law, is prohibited.

It is the Tribe's policy to provide a work environment free of sexual and other harassment. To that end, harassment of the Tribe's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly

unlawful and will not be tolerated. The Tribe will take all steps necessary to prevent and eliminate unlawful harassment.

**Definition of Unlawful Harassment.** “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by law.

**Definition of Sexual Harassment.** While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” is generally defined under law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, comments about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one’s sexual experiences; *and*
- Discussion of one’s sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for

cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated at the Winnebago Tribe of Nebraska.

### **Bullying Behavior**

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual which is important.

### **Complaint Procedure**

Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, and bullying behavior is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR director, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, the Tribe will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Harassment Complaints submitted by an employee to be intentionally false or in bad faith are considered improper and the Tribe may dismiss or refuse to proceed with this type of claim.

### **Infectious Disease Control Policy**

The Winnebago Tribe of Nebraska will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of The Winnebago Tribe of Nebraska during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace to the extent possible.

The Winnebago Tribe of Nebraska is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

### **Preventing the Spread of Infection in the Workplace**

The Winnebago Tribe of Nebraska will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. A committee will be designated to monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that could be implemented to promote safety through infection control.

We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; discarding used tissues in wastebaskets; and frequently disinfecting immediate work space to include equipment like desktop, keyboards, mouse, phone, etc. The Tribe will provide alcohol-based hand sanitizer throughout the workplace and in common areas to the best of our ability.

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might want to arrange for alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule.

#### **Limiting Travel**

All nonessential travel should be avoided until further notice. Employees who travel as an essential part of their job should consult with management on appropriate actions.

Employees on essential travel should avoid crowded public transportation when possible.

#### **Telecommuting**

Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to your manager for consideration.

#### **Staying Home When ill**

Many times, with the best of intentions, employees report to work even though they feel ill. We provide PTO and other benefits to compensate employees who are unable to work due to illness. Please see section titled “Leave” of the employee handbook. During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: fever, cough, sore throat, runny/stuffy nose, body aches, headache, chills and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

#### *Requests for Medical Information and/or Documentation*

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we would request medical information to confirm your need to be absent, to show whether and how an absence relates

to the infection, and to know that it is appropriate for you to return to work. As always, your cooperation is expected and appreciated if and when medical information is sought.

#### *Confidentiality of Medical Information*

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

#### **Social Distancing Guidelines for Workplace Infectious Disease Outbreaks**

In the event of an infectious disease outbreak, the Winnebago Tribe of Nebraska may implement these social distancing guidelines to minimize the spread of the disease among the staff.

*During the workday, employees are requested to:*

1. Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.
2. If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
3. Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
4. Do not congregate in workspaces, mail rooms, copier rooms, or other areas where people socialize.
5. Bring lunch and eat at your desk or away from others (avoid break rooms and crowded restaurants).
6. Employees are encouraged to request information via phone and e-mail in order to minimize person-to-person contact. Also, have materials and information ready for fast pick-up or delivery.

#### *Outside activities*

Employees might be encouraged to the extent possible to:

1. Avoid public transportation or go early or late to avoid rush-hour crowding on public transportation.
2. Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

This policy and guidelines within may be modified at any time in adherence to local, state, and federal guidelines or recommendations.

#### **Drug/Alcohol Free Workplace**

The Winnebago Tribe is committed to promoting a safe drug and alcohol-free workplace in accordance with Title 7 Article 11 Winnebago Drug-Free Work Place.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited in the workplace, while representing the Winnebago Tribe, and conducting business off property.

Use of hemp products is legal on the Winnebago Reservation. The Winnebago Tribe has a Hemp Code and a Hemp Commission. However, use of hemp products for medicinal purposes can cause a level of THC (delta-9-tetrahydrocannabinol) in the urine drug test. Thus, THC in the urine drug test shall not be considered a violation of this policy or prevent employment with the Winnebago Tribe.

Use or possession of medically-prescribed drugs or medications that have been legally prescribed to the employee by a person licensed to do so or use of peyote for medicinal or religious purposes are not violations of this policy. Employees should notify supervisor or HR if such prescribed or non-prescribed medications may affect the safety, effective performance of job duties, use of heavy equipment, and operating motor vehicle.

The Tribe has a **Zero Tolerance policy**. Abuse of alcohol and drugs by Tribal employees who provide direct services to clientele, including youth and adults, on a regular basis shall not be tolerated and is subject to immediate termination.

In addition to this policy Tribal Transit employee are subject to DOT Drug and Alcohol testing regulations per the Federal Transit Administration.

### **Circumstances for Testing**

- Pre-Employment
- Reasonable Suspicion
- Post-Accident
- Random
- Transfer and Promotion

### **Alcohol and Drug Test Results**

Violations of this policy results may result in the following:

- mandatory EAP
- substance abuse treatment
- zero tolerance provision
- disciplinary action up to and including termination

### **Voluntary Self-Referral**

Any employee who has a drug/alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Winnebago Tribe's EAP, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

\* For further details please see Drug and Alcohol policy

## **Tobacco - Free Workplace**

The Tribe maintains a smoke-free environment. The use of tobacco is prohibited in tribally owned and operated buildings, vehicles, and recreational facilities. Smoking in the workplace is strictly prohibited. This policy also applies to e-cigarettes and vaping.

There is a 50-foot tobacco free zone outside of any tribally owned and operated building and recreational facilities. To maintain a litter free environment, all materials used for smoking in these areas, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

The use of tobacco in tribally owned vehicles is strictly prohibited. Use of tobacco is strongly discouraged in personal vehicles when transporting people on tribal authorized business. Traditional tobacco is recognized as a gift from the Creator and is allowed for use at appropriate tribal, cultural, and ceremonial events.

Those employees who must smoke should do so only before and after business hours, during breaks, and within the designated outdoor area.

## **Motor Vehicle**

All employees whose job description requires valid driver's license and meet tribal insurance guidelines are subject to the Motor Vehicle Policy (MVR).

All employees driving the Tribe's or Personal vehicles, for any business-related purpose, must have a current appropriate driver's license and a satisfactory motor vehicle report (MVR) on file.

\*See Motor Vehicle Policy\*

## **Section 5 Payroll**

### **Salary Administration**

The salary administration program of the Tribe was created to achieve consistent pay practices, comply with applicable laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success, the Tribe is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations.

Compensation for every position is determined by several factors, including job analysis and evaluation, the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. The Tribe periodically reviews its salary administration program and restructures it as necessary if needed.

Employees should bring their pay-related questions or concerns to the attention of their immediate supervisors, who are responsible for the fair administration of departmental pay practices. The Human Resources Department is also available to answer specific questions about the salary administration program.

### **Payroll Periods**

The Tribe's payroll periods are bi-weekly resulting in twenty-six (26) pay periods during a year. Payroll periods are separate and distinct from the workday or workweek, which are time periods used to determine overtime compensation calculations to be entered on payroll records for each payroll period in which overtime is earned.

### **Timekeeping**

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require the Tribe to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing essential duties.

Nonexempt employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Altering, falsifying, tampering with time records, (be it your own timecard or that of another employee) may result in disciplinary action, up to and including termination of employment.

The employee and supervisor will review the punch detail before submitting it for payroll processing. In addition, if corrections or modifications are made to the punch detail, management must verify the accuracy of the changes.

## **Paydays and Place/Manner of Payment**

Paydays will be bi-weekly Thursday following the close of the preceding payroll period. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday.

Compensation will generally be made by direct deposit. Employees will provide bank account or account information of their choosing. In the absence of written authorization, the employee will be issued compensation through an account provided by the Tribe.

On occasion, an error in an employee's paycheck may occur. In the event of such error, the employee's next paycheck following the discovery of the error will be appropriately adjusted. If the adjustment is deemed significant, a manual check may be issued.

## **Pay offset**

Deductions from each employee's gross pay period earnings are of two types: mandatory and voluntary.

Voluntary deductions are those requested by employees to be made on their behalf. Employees are discouraged from placing their personal financial matters into their employment relationship with the Tribe. Where such attachments become administratively burdensome to the Tribe, the affected employee may be subject to reimbursing the Tribe an amount commensurate to actual processing costs. The Tribe will not make voluntary deductions without the employee's written request or authorization and advance approval.

Mandatory deductions are those required to be made by the tribal organization by law, court order or other legally compelling influence on payroll. Such deductions include state and federal income tax withholding, social security and wage garnishments. Mandatory deductions in accordance with applicable legal requirements will be made automatically by the Tribe. However, such mandatory deductions as state and/or federal income tax where the Tribe must rely on information provided by an employee will be the sole responsibility of the employee to provide accurate information within legal limitations.

The Tribe recognizes its obligations both to employees and laws that prohibit discrimination solely on the basis of wage attachments. However, in cases where wage garnishments directly and detrimentally reflect upon the employee's job duties and responsibilities or reflect upon the Tribe in a way that adversely affects its reputation or general business welfare, the employee may be subject to termination. Cases of this type will be reviewed by the HR to seek corrective measures prior to a termination decision and to ensure that all termination decisions are free of discriminatory reasoning.

The Winnebago Tribe of Nebraska reserves the right to offset any Tribal sponsored payout or incentive for any debts owed the Tribe by an employee. This includes but is not limited to the following:

- Compensation
- Tribal Burial Benefit
- Leave Accrual Balance
- 401(k) (subject to plan document guidelines)

### **Compensation Upon Employment Separation**

Final compensation shall be inclusive up to the hour and date of separation of all hours worked, all forms of accrued but unused time off deemed compensable in this manual and deductions made against such compensation, including legally authorized setoffs against pay, which will be regarded as a voluntary deduction in consideration of the employee's knowledge and participation in such setoffs.

Discharged employees will receive their final paychecks within the time period, and in the manner prescribed by law.

It is the policy of the Winnebago Tribe to provide final compensation to employees in a timely and accurate manner. Employees receiving final compensation who believe some error has been made should immediately contact the HR department.

In the event employment separation is the result of an employee's death, the Tribe will follow all applicable guidelines.

### **Overtime Compensation**

The Tribe complies with Federal wage and hour restrictions with respect to overtime pay for non-exempt employees. To ensure that there is not a wage and hour violation, employees may not "volunteer" their time on their job.

Overtime compensation is paid to non-exempt employees based on actual hours worked in excess of forty (40) hours in a work week. Overtime is paid at one and one-half times the employee's normal hourly rate. Time off for vacation time, sick time, or any leave of absence or other time off will not be considered hours worked for purposes of calculating overtime.

Overtime work must always be approved before it is performed. Overtime not approved by the Department Manager is considered unauthorized. Continued unauthorized overtime is subject to corrective action up to and including termination.

### **Compensation upon Travel**

Travel time in connection with approved travel will be considered compensable hours worked for nonexempt employees as follows:

- A. One-day travel out of town or as part of the day's work activities will be counted as hours worked, excluding the employee's usual meal period and normal travel time to and from

the employee's residence and work location where the day's travel starts and/or ends at the employee's residence.

B. Overnight travel out of town will be counted as hours worked only for those hours in which the employee is engaged in direct travel to the destination, and the hours during which actual business is transacted for the purpose for which the employee was sent.

\* Reference complete travel policy for further guidance \*

### **Compensation for Additional Duties** (added Dec 2023)

Policy Statement: This policy outlines the guidelines and procedures for compensating employees who take on additional duties beyond their regular job responsibilities. The policy aims to recognize and reward employees for their extra efforts and contributions to the organization.

Scope: This policy applies to all regular FT and PT employees within the organization.

Policy Guidelines:

1. Identification of Additional Duties: **a.** A supervisor or manager may request an employee to perform additional duties **b.** Employees who voluntarily take on additional duties should inform their immediate supervisor or manager. **c.** Employees who are tasked with special assignments. **d.** Supervisors and managers should assess the nature and scope of the additional duties to determine their significance and impact on the employee's workload.
2. Evaluation of Additional Duties: **a.** The supervisor or manager, in consultation with relevant stakeholders, will evaluate the additional duties and their impact on the employee's role, workload, and overall performance. **b.** The evaluation will consider factors such as the complexity, duration, and level of responsibility associated with the additional duties.
3. Compensation Consideration: **a.** If the evaluation determines that the additional duties significantly impact the employee's workload or require specialized skills, compensation consideration will be given. **b.** The means of compensation, including rate will be determined on a case-by-case basis with budgeting constraints and funding guidelines. **c.** Compensation may be provided through one or more of the following methods:
  - Temporary Salary Increase: A temporary increase in the employee's base salary for the duration of the additional duties.
  - Permanent Salary Increase: A permanent increase in the employee's base salary for the duration of the additional duties. In the case of permanent restructuring of positions, the departmental organizational chart must be approved by the Tribal Council. Additions of permanent duties to an employee's work load are limited to no more than three (3) occurrences

from the date of hire in their current position. Supervisors who request additional duties added to an employee job description beyond the limited three occurrences are required to meet with Human Resources to review, modify, scale, and approve a revised position.

- One-Time Bonus: A one-time monetary bonus awarded to the employee as recognition for the extra effort.
  - Time-Off in Lieu: Additional paid time-off granted to the employee as compensation for the extra hours worked.
4. Review Process: The supervisor or manager, Human Resources (HR), and CFO will review and approve the compensation consideration.
  5. Approval Process: The supervisor or manager, HR and administration, will review and approve.
  6. Communication: Information regarding compensation for additional duties will be provided to all effected parties.

This policy is not intended to cover temporary or short-term assignments or situations where employees are temporarily covering for absent colleagues. Assignments under two weeks do not qualify for additional compensation.

### **Payroll Advance (Revised September 2025)**

The Winnebago Tribe may allow one payroll advance to be made to any employee at an amount up to half the value of their previous payroll net pay. This advance shall in no case exceed \$500.

The advance shall be repaid IN FULL via payroll deduction at the pay date following issuance of an advance. There shall be no exceptions to this repayment schedule.

Eligibility to receive a payroll advance shall be determined as fulfilling ALL of the following:

- a. Regular Full-time Employee
- b. Employed at minimum of 6 consecutive months
- c. Have no other unpaid payroll advances
- d. Written documentation for acknowledgement of repayment will require signature of applicante prior to release of advance
- e. Has not received a payroll advances in the preceding pay period

Requests in writing for payroll advances shall be made to HR.

Processing of advances shall take place only during the off-pay week by Tuesday at Noon. Payroll advances will be made via ACH to the employee's main payroll bank account on Thursday of the off-payroll week. Payroll advances shall be allowed only once per calendar

quarter. Exceptions to this policy must be approved by the CFO and CEO, including Annual Homecoming Celebration pay period advance.

## **Merit Increase Policy and Procedure**

### **Purpose**

Merit pay is used to reward successful performance. Merit increases may be awarded to employees based on performance standards. Increases will not be granted to employees whose performance has been rated as unsatisfactory unsuccessful overall.

Each year, the CEO, CFO, and HR will determine the pool of merit increase funds available. Both the objectives of the compensation program and financial resources available will be considered in the decision-making process. The availability of merit increase funds is dependent upon specific funding sources, applicable funding agency approval and are not guaranteed from one year to the next.

### **Procedures**

#### **Eligibility**

To be eligible for a merit increase, an employee must have successfully completed their introductory period or be in their current position for at least one year before the merit award date.

#### Introductory period merit increase

Initial introductory period and secondary introductory period merit increases will be applied once the introductory period has been satisfied by the employee and an evaluation has been completed by the supervisor. Merit increases for successful completion of initial and secondary introductory periods will not exceed 5% of the employee's current pay rate.

#### Annual merit increase

Annual merit increases will be applied once per year on or after the anniversary date in position and within 30 days. A performance evaluation has been completed by the supervisor. Current merit increase rates for annual performance will be determined by the CEO, CFO, and HR and will not exceed 5%.

An employee whose pay is at the maximum of the salary range will not be granted an increase that would cause the base salary to exceed the maximum of the range for that position.

#### **Determination of merit increase**

In accordance with Winnebago Tribe of Nebraska guidelines, supervisors will recommend: a.) whether an employee should receive any merit increase based on the information in their annual performance review and, b.) the amount of increase appropriate for the performance results.

The following factors are the basis for awarding merit pay to employees:

- The employee's performance as reported in the annual performance review.

- The appropriate pay level within the range for the employee considering the employee's performance and performance of others in the range.
- Pay increase funds available.
- Recommendations of supervisors, as approved by department head and CEO.

### **Review of merit increase**

Merit increases require the recommendation of the employee's immediate supervisor and the approval of the department head and chief executive officer. Employees are to be notified of their merit increase as soon as possible after all employee merit increases for the year have been approved.

### **Performance reviews**

Employee performance is to be formally reviewed at least once each year. The focus of the review is to discuss the employee's performance for the rating period, review standards for the position, communicate the amount of the employee's merit increase and set goals for the next rating period.

## **Hazardous Duty Pay** (revised September 2025)

### **Recognition of Hazardous Duty**

It is the nature of the Tribe that some employees may perform hazardous duties or duties in hazardous locations, or both. Hazard pay may be temporary in nature and based on emergent situations. Eligible employees may receive additional compensation for taking on hazardous duties.

### **Definitions**

- Conditionally Essential (Situational)– Employees that work in Tribal Court, Wake & Burial, Human Service (Child and Family), Finance, Admin, & H.R.
- Regular Essential (Always)– Roads, Facilities, Transit, Police Department, Wildlife & Parks, and YCIC/Youth Shelter

### **Authority**

CEO or delegate are authorized to declare Hazard Pay for Essential staff as defined in this policy.

### **Scope**

All full-time, part-time, exempt, non-exempt, and temporary employees assigned to positions or job locations classified as "hazardous" may be eligible for hazard duty pay. Such classifications are subject to change based on the type of hazardous condition. Hazard duty pay (HDP) is a supplement to the employee's base pay. Employees, regardless of length of service, are eligible for HDP. Employees may receive HDP while holding a specific position that is classified as hazardous.

HDP is not guaranteed and subject to budget constraints, funding guidelines and Tribal Council approval. Instances where HDP is deemed necessary will be reviewed on a case-by-case basis, the supervisor must request and provide justification to the CEO for approval of the Hazard Duty pay if they determine the situation is warranted.

Employees are not eligible for HDP when the employee is on an unpaid leave of absence or on paid leave away from the assigned location, but will resume when the employee returns to the assigned position and location. Neither overtime, holiday pay nor any other premium pay will be factored into the base rate to determine the HDP rate. HDP shall be paid only for hours actually worked. Employees who complete job duties and responsibilities through telework are not eligible for HDP. Hazard pay will be processed on a bi-weekly basis to run concurrently with the normally scheduled payroll cycle.

### **Rate**

Hazard Duty Pay is paid at time and a half.

### **Tax Issues**

According to the Internal Revenue Service (IRS), hazard duty pay is considered taxable income. These amounts will be included on the employee's W-2.

The Winnebago Tribe of Nebraska reserves the right to amend or circumvent any provisions of this policy at any time at the Winnebago Tribe of Nebraska's sole discretion.

**\*\*abuse/misuse of this will not be tolerated and will be subject to disciplinary action\*\***

## Section 6 - Leave

### Paid Time Off (PTO)

#### Purpose

The Winnebago Tribe of Nebraska recognizes that employees have diverse needs for time off from work and has established this paid time off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation, sick and personal leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

#### Eligibility

PTO is accrued upon hire or transfer into a benefits-eligible position. Eligible employees must be scheduled to work at least 20 hours per week on a regular basis. Employees working less than 20 hours per week on a regular basis, on-call and temporary employees are not eligible to accrue PTO.

#### Procedures

#### Availability

PTO accruals become available for use in the pay period following completion of 90 days of employment. All hours thereafter are available for use in the pay period following the pay period in which they are accrued.

#### Accrual and Payment of PTO

Accruals are based upon paid hours up to 2,080 hours per year. Employees working less than 40 hours per week and at least 20 hours per week will earn PTO hours on a prorated basis. Length of service determines the rate at which the employee will accrue PTO. Employees become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls. PTO does not accrue on unpaid leaves of absence and Family Medical Leave. PTO accruals will cease on an employee's last day of employment.

#### Accrual rates:

Paid Time Off			
Service Length	Biweekly Credit Hours Maximum	Annual Hours Accrued	Hourly Rate
Years 1 & 2	8	208	0.1
Years 3 & 4	9	234	0.1125
Years 5 & 6	10	260	0.125
Years 7, 8, & 9	12	312	0.15
Start of Year 10 and beyond	14	364	0.175

\*PTO will not accrue beyond 370 hours.

## Use and Scheduling of PTO

Employees are required to use accrued PTO when taking time off from work. PTO must be taken in one (1) hour increments. After the first full hour per instance, PTO can be taken in increments as low as one-half hour.

Whenever possible, PTO should be scheduled in advance. PTO is subject to supervisory approval, department staffing needs and established departmental procedures. Unscheduled absences will be monitored. Three (3) or more unscheduled occurrences within a thirty (30) day period will be considered excessive and is subject to disciplinary action. The supervisor may request that the employee provide a statement from a health care provider concerning the justification for an unscheduled absence.

When PTO is used, an employee is required to use PTO hours according to his or her regularly scheduled workday. For example, if an employee works a six-hour day, the employee would request six hours of PTO when taking that day off. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation. PTO hours cannot cause an employee to exceed 40 hours per week.

Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

## Payment upon Termination

An employee will be paid upon resignation, separation or retirement for all PTO hours accumulated but not used, given they have completed 90 days of employment service. All PTO paid out upon termination is subject to pay offset.

## Holidays (revised Dec 2023)

### Standard Holidays

The following standard holidays are observed by the tribal organization.

Holiday		Date Observed
New Year's Day	-	January 1
Memorial Day	-	Last Monday in May
Juneteenth	-	June 19
Independence Day	-	July 4
Labor Day	-	1st Monday in September
Native American Day	-	4th Monday in September
Indigenous Peoples Day	-	Second Monday in October
Veterans Day	-	November 11
Thanksgiving Day	-	4th Thursday in November
Christmas Day	-	December 25

## Tribal Holidays

The following tribal holidays are observed by the tribal organization:

Holiday		Date Observed
Tribal Constitution Anniversary	-	February 28
Treaty Day	-	March 8
Good Friday	-	Friday before Easter
Wažōkj Day	-	Monday after Pow-Wow
General Tribal Election Day	-	First Tuesday after First Monday in October
Friday after Thanksgiving	-	Traditional
Christmas Eve	-	December 24
Winter Break	-	December 26 - December 31 (excluding weekends)
Employee Birthday	-	Floating Holiday (full day must be used within Birthday month)

All regular employees normally scheduled to work on these days will be given the day off with pay. Essential staff may be excluded.

Holidays that occur on a Saturday will be observed on the preceding Friday, and Sunday holidays will be observed on the following Monday.

To be eligible for holiday pay, an employee must work the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday, unless the supervisor approves the absence or the employee is on a paid-time-off status.

Employees who work on a Standard Holiday or Tribal Holiday shall be paid for hours worked. All regular employees who work on a Standard Holiday are compensated at double time of their regular pay rate. Tribal Holiday pay rate is compensated at straight time of their regular rate of pay.

When significant work events occur, employees can be eligible for Standard Holiday pay, at supervisors' prior approval.

### **Administrative Leave (Admin Leave)** (revised July 2023)

Admin Leave may be declared for up to eight (8) hours per day for no more than three (3) consecutive work days by the CEO for uncontrolled emergency situations or special events. Admin Leave in excess of eight (8) hours per day for no more than three (3) consecutive work days requires the approval of Tribal Council, or in absence of a Council quorum, the approval of the Chairperson or Vice-Chairperson. Admin Leave may be declared for the entire tribal organization or for individual tribal departments.

Using the term Conditionally Essential (Situational) and Regular Essential (Always)

- Conditionally Essential – Employees that work in Roads, Facilities, Tribal Court, Wake & Burial, Human Service (Child and Family), Finance, Administration, & Human Resources (H.R.)
- Regular Essential – Transit, Police Department, Wildlife & Parks, and YCIC/Youth Shelter

Non-exempt Employees whose position(s) are essential to continuous tribal operation at the time admin leave is granted will be paid at a rate of time and a quarter of their regular rate.

Employees are only eligible to receive an increased hourly rate under one policy per occurrence, therefore employees who are eligible to receive an increased hourly rate under multiple policies (i.e. Hazard Pay, Overtime, etc.) will adhere to the policy that supplies the higher rate.

Work performed during administrative leave is at the discretion of the supervisor. Employees must obtain Supervisor approval prior to any work being performed during an administrative leave instance.

Employees who are on preapproved leave at the time admin leave is granted are ineligible for that specific admin leave allowance; preapproved leave supersedes admin leave.

### **Parental Leave**

Up to eighty (80) consecutive hours of paid leave based on the employee's regular work schedule once per rolling calendar year for the following instances:

- birth of a child
- permanent adoption
- permanent/temporary foster placement

Use:

- Documentation is required and should be submitted to Human Resources.
- Parental leave is to be used within 12 weeks of date of event.
- Parental leave must be utilized consecutively and will run concurrent with family medical leave, if applicable.

### **Emergency Closings (Revised September 2025)**

The Tribe will make every attempt to be open for business as scheduled. However certain situations may require closing the organization. Emergency Closings are at the discretion of CEO or Delegate. Closings may be announced by:

- Social Media
- Text Alert
- Email

- Notification app
- Local T.V. Stations

Admin leave can be granted to certain employees or individuals in the event of unforeseen circumstances.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

### **Leave Without Pay**

This leave is available to those employee's ineligible for any type of leave with pay. This type of leave is to allow the employee time away from the job without pay and without jeopardizing their position. Leave without pay cannot exceed more than five (5) consecutive work days.

The employee must notify their supervisor one-half (1/2) hour prior to regular starting time.

The employee is required to process a leave form prior to using or immediately upon returning to work. The leave request form must provide ample details and the time required for the leave without pay. Such leave will be granted only in rare instances and will be based on such factors as the employee's service length, performance history and apparent hardship conditions.

### **Leave of Absence**

Regular employees may request, subject to the sole discretionary approval of the supervisor and HR Director, a leave of absence without pay for a period no less than five (5) work days and not to exceed thirty (30) days.

Requests for a leave of absence should be submitted in writing to the supervisor at least two (2) weeks in advance of anticipated leave date if possible. The leave request must be dated, signed by the employee and state the reasons, circumstances, duration, and location of the employee during leave. The supervisor will submit his or her recommendation to the Director/Manager and HR, who will approve or disapprove the leave and so notify the employee through the supervisor. Supervisor can approve up to two weeks, leave of absence without HR approval as long as HR is made aware of the leave. If needing more than two (2) weeks leave of absence supervisor must get HR approval.

During a leave of absence, employees will be responsible for either maintaining or discontinuing any employment-related discretionary insurance benefits.

Upon expiration of a leave of absence, the employee may be reinstated in the position held or an equivalent one, at the time leave was granted if such a position is available. An employee who fails to report promptly for work at the expiration of a leave of absence, or who applies for

and receives unemployment insurance while on leave, will be considered to have voluntarily resigned.

### **Family Medical Leave (Revised September 2025)**

The Tribe will follow applicable guidelines of the Family and Medical Leave Policy. FML leave applies to one's self, or for immediate family members; spouse, child, parent, siblings, kinship, or grandparents, if the employee will be the primary care provider.

#### Eligibility:

- Employees must have completed 12 months of service and have worked at least 1250 hours within that 12-month period.
- Employees are eligible for up to 12 work weeks of unpaid family or medical leave during a rolling 12-month period or 26 weeks on per military caregiver provision.

All requests for FML must be submitted in writing to Human Resources. Employees seeking to use FML leave are required to provide 30-day advance notice of the need to take FML leave when the need is foreseeable and such notice is practicable.

#### Conditions:

- The leave may be taken as intermittently as needed, accompanied with Dr.'s written notification of need per occurrence of leave or on a consecutive basis as determined by physician.
- Employees must return on the first scheduled work day following the date the leave ends. The Tribe will reinstate a employee returning from FML leave to the same or equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, a team member on FML leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the team member had been continuously employed during the FML leave period.
- Employees who are on approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military or public service.
- While an employee is on an approved FML, the Tribe will continue the employee's health benefits during the leave. Employee paid premiums will continue to be deducted if receiving pay while on leave. Any missed premiums will need to be caught back up once the employee returns to work.
- The accrual of all leave benefits shall cease once the employee is on FML and will begin to accrue once the employee returns to work.
- Employees are not eligible for any paid leave during FML including holidays and admin leave with the exception of PTO and donated leave when applicable.
- An employee may be asked to provide a fitness to duty clearance from the health care provider before returning to work, based on the type of FML taken.

- Employee are required to use any available paid leave hours while on FML. This leave will run concurrently with FML.
- Employees may use paid leave if they are receiving compensation under The Winnebago Tribe of Nebraska Workers' Compensation insurance program provided it does not compensate more than normal compensation (excluding overtime).

If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

**Employees' are to contact Human Resources for further information on:**

- Procedures for each type of leave.
- Conditions of type of leave.
- Employees responsibilities of leave.
- Returning to work.

The Winnebago Tribe of Nebraska  
Family Medical Leave Policy and Procedures (FML)

The Winnebago Tribe of Nebraska (WTN or the Tribe) will provide Family and Medical Leave to its eligible employees. The function of this policy is to provide employees with a general description of their FML rights.

If you have any questions, concerns, or disputes with this policy, you must contact The Winnebago Tribe of Nebraska's Human Resources Department in writing.

**A. General Provisions**

Under this policy, WTN will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

**B. Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the Tribe for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a

written agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours' eligibility test for an employee under FML.
- 3) The employee must work in a worksite where 50 or more employees are employed by the Tribe within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

### **C. Type of Leave Covered**

To qualify as FML under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child, including bonding time with-in one year from birth of the child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) The care for a spouse, child or parent, grandparent, sibling, if primary care provider with a serious health condition (described below).
- 4) The serious health condition (describe below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that 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 that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

If an employee takes paid leave 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.

- 5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. Short-notice deployment
- b. Military events and activities
- c. Child care and school activities
- d. Financial and legal arrangements
- e. Counseling
- f. Rest and recuperation
- g. Post-deployment activities, and
- h. Additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FML to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

- a) A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- b) A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law"
- c) Under the FML, a "spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.
- d) The "next of kin of a covered service member" is the nearest blood relatives, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunt and

uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FML. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FML to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FML purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered service member pursuant to 825.122 (k).

"Covered active duty" means:

- a) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- b) (2) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FML is defined the same as for child for other types of FML except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FML in a 12- month period.

- 6) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term "covered service member" means:

- a) A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

- b) A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

The term “serious injury or illness means”:

- a) In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- b) In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.
- c) Outpatient status, with respect to covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

#### **D. Amount of Leave**

An eligible employee can take up to 12 weeks (480 hours) for the FML circumstances (1) through (5) above under this policy during any 12-month period. The Tribe will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Tribe will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FML circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the Tribe will measure the 12-month period as a rolling 12-month period measured forward. FML already taken for other FML circumstances will be deducted from the total of 26 weeks available.

If spouse’s both work for the Tribe and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent “in-law”) with a serious health condition, the spouse may only take a combined total of 12 weeks of leave. If spouse’s both work for the Tribe and each wishes to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

### **E. Employee Status and Benefits During Leave**

While an employee is on leave, the Tribe will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Tribe will require the employee to reimburse the Tribe the amount it paid for the employee's health insurance premium during the leave period.

Under current WTN policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of premium.

The accrual of all leave benefits shall cease once the employee is on FML and will begin to accrue once the employee returns to work.

If the employee contributes to the life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. WTN will elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

### **F. Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FML request. Generally, an employee who takes FML will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The Tribe may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

### **G. Use of Paid and Unpaid Leave**

An employee who is taking FML because of the employee's own serious health condition or the serious health condition of a family member must use all paid leave prior to being eligible for unpaid leave. All leave will run concurrently with FML.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FML and will run concurrently with FML. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FML and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the

12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid leave prior to being eligible for unpaid leave.

An employee who is using military FML for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FML military caregiver leave must also use all leave prior to being eligible for unpaid leave.

#### **H. Intermittent Leave or a Reduced Work Schedule**

The employee may take FML in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The Tribe may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Tribe and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement to the Tribe before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

#### **I. Certification for the Employee's Serious Health Condition**

The Tribe will require certification for the employee's serious health condition.

The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Certification will be provided.

The Tribe may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an Human Resources (HR) professional, leave administrator or management official. The Tribe will not use the employee's direct supervisor for this contact. Before the Tribe makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Tribe will obtain the employee's permission for clarification of individually identifiable health information.

The Tribe has the right to ask for a second opinion if it has reason to doubt the certification. The Tribe will pay for the employee to get a certification from a second doctor, which the Tribe will select. The Tribe may deny FML to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Tribe will require the opinion of a third doctor. The Tribe and the employee will mutually select the third doctor, and the Tribe will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FML pending the second and/or third opinion.

**J. Certification for the Family Member's Serious Health Condition**

The Tribe will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for delay. Failure to provide certification may result in a denial of continuation of leave. Certification will be provided.

The Tribe may directly contact the employee family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Tribe will not use the employee's direct supervisor for this contact. Before the Tribe makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rule, the Tribe will obtain the employee family member's permission for clarification of individually identifiable health information.

The Tribe has the right to ask for a second opinion if it has reason to doubt the certification. The Tribe will pay for the employee's family member to get a certification from a second doctor, which the Tribe will select. The Tribe may deny FML to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If it is necessary to obtain the opinion of a third doctor the Tribe and the employee will mutually select the third doctor and the Tribe will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FML pending the second and/or third opinion.

**K. Certification of Qualifying Exigency for Military Family Leave**

The Tribe will require certification for the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This appropriate certification document will be provided.

**L. Certification for Serious Injury of Illness of Covered Service member for Military Family Leave**

The Tribe will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or

provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This appropriate certification document will be provided.

#### **M. Recertification**

The Tribe may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Tribe may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FML absence. The Tribe may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

#### **N. Procedure for Requesting FML**

All employees requesting FML must provide written notice of the need for the leave to the HR Department. Within five business days after the employee has provided this notice, the HR Department will complete and provide the employee with the decision.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FML less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FML is not foreseeable, the employee must comply with the Tribe's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

#### **O. Designation of FML**

Within five business days after the employee has submitted the appropriate certification form, the HR Department will complete and provide the employee with a written response to the employee's request for FML

#### **P. Intent to Return to Work from FML**

On a basis that does not discriminate against employees on FML, the Tribe may require an employee on FML to report periodically on the employee's status and intent to return to work.

### **Funeral/Bereavement Leave (Revised October 2025)**

**A:** Funeral/bereavement leave will be granted when there is a death of a family member. Family members are defined as spouse, child, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin. Of these listed relationships it will also include step-relative, foster relative, in-law, and any adoptive relationships. This will include miscarriages.

Funeral leave is authorized for use up to five (5) work days.

Employees who wish to be granted paid funeral/ bereavement leave should complete a leave request to their supervisor, as soon as possible.

Employees who are on temporary or seasonal status are not eligible for funeral/bereavement leave with pay.

**B:** The death of other family members not defined above or where a "close personal relationship" exists may warrant special consideration of paid absence from work on a case-by-case basis and at the supervisors' discretion.

In any case, the paid leave will be authorized for not more than five (5) work days.

**C:** Any employee asked to conduct wake and/or funeral services will be granted funeral/ bereavement leave for up to five (5) days.

**D:** Any employee asked to be the Head Cook and helpers for a wake and/or funeral services will be granted funeral/bereavement leave for up to five (5) days.

**E:** Any employee asked to participate in wake and/or funeral services will be granted funeral/ bereavement leave for up to two (2) days. Employees are required to provide documentation on participation.

**F:** Any employee asked to take care of fire for a wake and/or funeral services will be granted funeral/bereavement leave for up to five (5) days.

### **Jury or Witness Duty**

Employees are to notify their supervisors promptly upon receipt of a jury or witness summons. Subsequent notice of selection to serve as a juror must be submitted upon return. Employees so required to provide this community service will receive their regular rate of pay for normal hours worked up to a maximum of thirty (30) workdays for this occasion of absence, provided the employee submits evidence of the summons and selection notice. Paid absences of jury duty must be so noted on the employee's time sheet by the supervisor for each pay period in which this form of absence occurs. Employees will be allowed to retain any mileage and other compensation paid by the respective court jurisdiction.

PTO will be used for all other occurrences.

### **Military Leave**

Winnebago Tribe of Nebraska (WTN) is committed to protecting the job rights of employees absent on military leave. In accordance with applicable law, it is the Facility's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership.

Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact Human Resources for assistance.

### **Temporary (Two-Week) Military Leave**

Eligible employees who must be absent from their job for a period of not more than ten working days each year in order to participate in temporary military duty are entitled to as many as ten days paid military leave. All benefits will continue during an employee's temporary military leave. Accrued vacation time may be used during this time at the discretion of the employee.

### **All Other (Extended) Military Leave**

Employees directed to participate in extended military duties in the U.S. Armed Forces that exceed ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years and will be entitled to the rights and benefits of currently active employees. During the unpaid status period, benefit payments may be required.

1. The employee will provide management with notice that the employee will be engaging in military service, including, where feasible, a copy of the orders directing the military duty, unless the employee is prevented from doing so by military necessity. Employees are requested to provide such notice within 30 days of active military service.
2. To request a temporary or extended military leave of absence, the employee should, unless prevented from doing so by military necessity, obtain a Military Request for Leave of Absence form from Human Resources.
3. Human Resources will review and sign the Military/Military Related Request for Leave of Absence form, collect any applicable insurance premiums from the employee, generate other applicable documents, and process accordingly.
4. Employees on temporary or extended military leave may, at their option, use any or all accrued vacation time during their absence.
5. When the employee intends to return to work from extended military leave, he or she must submit a Work Reinstatement after Military Leave form to Human Resources within the application period set forth in the Reemployment section.
6. If the employee does not return to work, management must notify Human Resources so that appropriate action may be taken.

### **Benefits**

If an employee is absent from work due to military service, benefits will continue as follows:

1. An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31-day period, the employee and covered dependents can continue group health insurance up to 18 months in accordance with COBRA.

2. If enrolled in a group term life insurance plan provided by the Tribe, it will terminate the day the employee becomes active military.
3. Employees do not accrue PTO time while on an unpaid military leave of absence status.
4. With respect to the Facility's retirement plan, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service.
5. Immediately upon reemployment, the employee may, at the employee's election, make any or all employee contributions that the employee would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee's reemployment and that is not greater in duration than three times the length of the employee's military service. Employees will receive all associated employer match for such contributions.

### **Re-employment**

Upon an employee's prompt submission of a Work Reinstatement after Military Leave form, an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

1. Less than 91 days of military service - (i) in a position that the employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after reasonable efforts by the Tribe, in the position in which the employee had been employed prior to military service.
2. More than 90 days and less than 5 years of military service - (i) in a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by the Tribe, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.
3. Employee with a service-connected disability - if after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the Tribe; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

### **Application for Reemployment**

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit a Work Reinstatement after Military Leave form according to the following schedule:

1. If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service) - the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service

and the expiration of eight hours after a time for safe transportation back to the employee's residence.

2. If service is for 31 days or more but less than 180 days - the employee must submit a Work Reinstatement after Military Leave form to Human Resources no later than 14 days following the completion of service.

3. If service is over 180 days - the employee must submit a Work Reinstatement after Military Leave form to Human Resources no later than 90 days following the completion of service.

4. If the employee is convalescing from a service-connected injury - the employee must submit a Work Reinstatement after Military Leave form to Human Resources no later than two years following completion of service.

### **Exceptions to Reemployment**

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described below if any of the following conditions exist:

1. The Facility's circumstances have so changed as to make reemployment impossible or unreasonable.

2. The employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.

3. The employee did not receive an honorable discharge from military service.

### **General Benefits Upon Reemployment**

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. In addition, an employee's time spent on active military duty will be counted toward their eligibility for FML leave once they return to their job at WTN.

### **Documentation**

Management will, upon the employee's reinstatement of employment, request that the employee provide the Facility with military discharge documentation that establishes the timeliness of the application for reemployment and length and character of the employee's military service.

### **Time Off for Voting**

The Tribe recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

## Leave Donation Policy

The Tribe recognizes the need to transfer leave from time to time to another employee for their use due to medical emergencies as defined under the Family Medical Leave (FML) Guidelines. It is the policy of the Tribe that this may be done with the approval of the immediate supervisor and as long as the requests do not jeopardize or hinder the program or negatively affect an employee in any way. For eligibility of this policy, the following has been established:

- The request for donations must be made in writing stating the reason(s) or causes of the medical emergency that precipitated the need for additional leave
- The maximum amount that can be donated to an employee is 240 hours in a 12-month rolling period.
- The person donating the leave must complete the required form authorizing the transfer and specifying the number of hours to be donated.
- An employee may donate more than one time to a single individual.
- Only serious health conditions eligible under FML will be considered for leave donation per IRS, 29 CFR Chapter V (\*see FML Guidelines in these Policies\*).

To **request** donations, you must meet all of the following criteria:

- A. Obtained 6 months of continuous employment with the Tribe;
- B. Is a regular, full or part-time employee of the Tribe and in good standing;
- C. Have used all accumulated leave under this policy within a previous 12-month period;
- D. Has provided documentation from health provider of serious health condition or disability and is unable to work;
- E. Has gained approval from immediate supervisor to utilize this policy.

To **transfer** donation, you must meet all of the following criteria:

- A. Obtain 6-month of continuous employment with the Tribe;
- B. Is a regular, full or part-time employee of the Tribe and in good standing;
- C. Will retain no less than forty (40) hours of their current leave balance and;
- D. Has gained approval from immediate supervisor to utilize this policy.

All documentation will be forwarded to Human Resource for inclusion into the affected employees' leave records.

In the case of a separation from the organization, this policy can only be utilized if there is an existing and approved donation request under this policy, otherwise leave donations will be forfeited.

This only applies to Winnebago Tribe of Nebraska employees and excludes donations to or from other tribal entities.



## **Section 7 - Benefits**

### **Employer Offered**

The Tribe provides a comprehensive package of benefits to all eligible employees. Employees wanting to obtain information about current eligibility requirements, specific plan offerings, and enrollment periods should contact Human Resources. The following are currently offered benefits and subject to change:

- Medical/Dental/Vision
- Employer paid life/ADND
- Employer paid long term disability
- Additional voluntary life/ADND
- Short Term Disability
- Whole life
- Accident insurance
- Critical illness
- 401K
- Flex spending account

### **PTO Cash Out**

#### **Procedures**

One time each rolling calendar year, eligible employees will receive the option to cash out a portion of their accrued PTO. Employees may cash out up to a maximum of eighty (80) hours of PTO providing that at least forty (40) hours of leave remain to cover unanticipated absences.

#### **Eligibility**

Employees who meet the following criteria are eligible for PTO cash out:

- Employees must have three (3) or more years of employment service
- Employees must have taken forty (40) consecutive hours of PTO in the preceding twelve (12) months of the PTO cash out request

#### **Blackout Period**

A blackout period is a duration of time in which PTO cash outs are prohibited. All PTO cash out requests are subject to blackout periods. Blackout periods coincide with the month of any tribal compensation incentives throughout the year.

### **Employee Wellness**

The Tribe encourages an environment of health and wellness. The encouragement of employee wellness can have a positive impact on productivity and moral.

For purposes of this policy, the following will apply:

- Employees may be granted, upon supervisor approval, 30 consecutive minutes paid per work day to participate in health or wellness activities.
- Participation in health or wellness activities is entirely voluntary and not mandated. Injuries or accidents while participating are exempt from workers' compensation eligibility.
- In instances of misuse or abuse where performance issues arise, or when participation adversely affects department operations, supervisory personnel has the right to deny or revoke this benefit.

### **Self-Care Benefit**

The Tribe recognizes the importance of staff taking the time to practice self-care. The Tribe will reimburse up to \$150 per full-time employee and \$75 per part-time employee for wellness and self-care services (including any taxes and tips) each fiscal year. This benefit is for the employee only. The expense should be properly entered on the expense form with an attached receipt to the HR department no later than 30 days after the expense is incurred and by no later than September 15 of each year. Wellness/Self-care balances cannot be carried over into the next fiscal year. All appointments and services for Wellness and Self-care are to be done off the clock. This is a taxable fringe benefit and will be added to taxable income on the employee's W-2.

Examples of covered self-care services include, but are not limited to:

- Cultural Activities – fees related to events and materials
- Co-pays or out of pocket costs for wellness visits to health provider
- Co-pays or out of pocket costs for mental health or counseling services
- Massages
- Nail care – Manicures and pedicures
- Spa treatments such as facials and tanning
- Hair & Grooming - shave, color, cut, style, extensions
- Recreational fees - camping, golf, gun range
- Fitness – Yoga class, personal training costs, gym membership fees
- Purchase of wellness items such as a yoga mat, health and exercise equipment

Eligibility begins the first of the month following one (1) year of fulltime or part-time employment.

No drugs, alcohol, or gambling will be reimbursable with this benefit.

## **Cultural Activity (Revised September 2025)**

The Tribe is committed to promoting cultural preservation and education. A diverse and talented Tribal workforce helps to grow our capabilities and uphold our traditional values.

For purposes of this policy, the following will apply:

- Employees may be granted, upon supervisor approval, up to one (1) hour paid per workday to participate in cultural activities.
- Participation in cultural activities is entirely voluntary and not mandated. Injuries or accidents while participating are exempt from workers' compensation eligibility.
- In instances of misuse or abuse where performance issues arise, or when participation adversely affects department operations, supervisory personnel has the right to deny or revoke this benefit.

## **Education**

The Winnebago Tribe of Nebraska encourages employees to continue their education while in its employ. Therefore, an allowance for a maximum of three (3) paid work hours per work week is extended to regular, full-time employees, to attend course required specific classroom time to include virtual, live lectures at an approved and/or accredited institution of higher education during their regular scheduled work shift. Approval of the Education Benefit is at the sole discretion of HR. Maintenance and tracking of the Education Benefits is the responsibility of department supervisory personnel.

Payment of salary for hours spent in classroom shall require the following:

1. A signed Education Benefit Agreement
2. A copy of employee's current fall/spring semester course schedule must be submitted to the Tribe.
3. Consistent/regular attendance to scheduled course.
4. Satisfactory completion of course. A copy of final grade report or certificate of completion must be received by the Tribe within ten (10) business days of course end date. Copies shall be retained in the Human Resources employee file.

## **Exclusions**

1. Education Benefit does not apply to on-line courses
2. Education Benefit does not apply to employees who are classified as part-time, seasonal, introductory probationary, or temporary status.

## **Repayment**

Employees who fail to meet each of the above-mentioned criteria for the scheduled course are subject to a penalty of repayment of all funds/compensation received under the Education Benefit.

Repayment requirements are as follows:

1. Lump sum payments are preferred but repayment may be in the form of payroll deductions not to exceed six (6) months.
2. Outstanding balances will be deducted, in full, from final compensation upon employment separation.

Employees are not eligible to enter into a new Education Benefit Agreement until all funds/compensation from previous failed agreement(s) have been repaid, including upon rehire. Extenuating circumstances will be reviewed and considered by the Tribe on a case-by-case basis.

### **Active Volunteer Firefighters**

The Tribe recognizes the key role volunteer firefighters play in providing fire protection services to the Community and agrees that no employee who is an active volunteer firefighter and when acting in such role, will be terminated solely because the employee is absent or late to the employee's employment in order to respond to an emergency prior to the time the employee is to report to work or during regular work hours. Employees of the Tribe who also serve as an active volunteer firefighter for the Winnebago Volunteer Fire Department are granted the following guidelines when called on to serve in the volunteer firefighter capacity:

1. Any employee who is an active volunteer firefighter may be permitted to leave work to respond to fire calls during regular work hours without loss of pay up to the end of their regularly scheduled shift; as long as they are actively fulfilling assigned duties of the emergency call.
  - a. When called to a possible fire during regular work hours, an employee should make every reasonable effort to inform his or her supervisor or other appropriate person upon leaving work.
  - b. PTO leave will not be affected and will accrue normally.
2. When an employee is called to a possible fire before his or her regularly scheduled hours, he or she need not to come to work and is required to make a reasonable effort to notify their supervisor that they may be absent or late. There will be no regular compensation, but the employee can use PTO or a leave without pay.
3. The employer has the right to request the employee to submit a written statement from the chief of the volunteer fire department verifying that the employee responded to a fire or was on-call and specifying the date, time and duration of the response.

Situations not included in these guidelines will be addressed by the supervisor on a case-by-case basis.

## **Workers' Compensation Insurance**

The Tribe provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform HR immediately, but within 24 hours of the incident. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the Tribe nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Tribe.

\*See the Tribes Worker's Compensation Policy for details on this benefit\*

## **Employee Assistance Program**

Through the Employee Assistance Program (EAP), the Tribe provides confidential access to professional counseling services for help in confronting personal problems such as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services.

Employees who do not comply with an EAP referral by supervisory personnel are subject to disciplinary action up to and including termination.

## **Recognition and Employment Service**

### **Employee of the Month**

#### **Purpose**

The Winnebago Tribe of Nebraska appreciates the efforts of its employees to achieve goals and to fulfill its mission statement. Outstanding employees deserve to be recognized both as a reward for exceptional performance and as a model to other employees.

#### **Eligibility**

All regular, full and part-time employees are eligible for recognition. An employee may be designated as Employee-of-the-Month only once during a calendar year.

#### **Procedures**

The Employee-of-the-Month Program recognizes one employee each month. Nominations may be submitted by any regular, full or part-time employee using the nomination form provided by Human Resources (HR). Self-nominations are not allowed.

Nominations are based on the following but are not limited to:

- Excellent job performance
- Relations with others
- Attitude
- Dependability
- Judgment
- Quality of work
- Cooperation
- Attendance
- Outstanding service to clients/customers
- Innovation
- Achievement
- Responsibility

Completed nomination forms are to be submitted to HR between the first and 15<sup>th</sup> of each month for that month's award. Nomination look back period is the preceding 30 days of the first of each month. The Department Head Directors will review the nominations and select the Employee of the Month.

The Employee of the Month selection will be announced on the company's intranet. The selected employee will receive a token of appreciation from HR. Additionally, the selected employee will be one of 12 employees considered for the Annual Employee-of-the-Year award given in January of each year.

Employees who have questions about the Recognition Policy or require assistance with the nomination process are encouraged to contact HR.

### **Service Recognition: Employee Spotlight**

#### **Purpose**

The Winnebago Tribe of Nebraska recognizes employees for long-term, regular, full and part-time employment service.

#### **Eligibility**

All regular, full and part-time employees are eligible for recognition. Employees are recognized only once during a calendar year based on the regular employment date or the original hire date in the case of bridged time (i.e. Educare). The eligible employee must be in active service on their service milestone date to receive this award. Employees on a leave of absence status will receive their award upon their return.

#### **Procedures**

HR will maintain a list of employees to be recognized. Service milestones are recognized by presentation of a congratulatory letter with an invitation to select a gift from HR. Service Recognition will be announced on the company's intranet.



## Section 9 - Acknowledgement

### Employee Handbook Acknowledgement and Receipt

I hereby acknowledge receipt of the employee handbook of **Winnebago Tribe of Nebraska**. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for employment purposes only. I understand that this handbook and policies contained within are proprietary information. I am to refrain from distributing to the public or others. Neither this handbook, Tribal practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the Tribe to employ me now or hereafter and that my employment may be terminated by me or the Tribe without reason at any time. I understand that no representative of the Tribe has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the CEO of the Tribe may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the CEO of the Tribe.

\_\_\_\_\_  
Employee's Name in Print

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed by Employee

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**

**Receipt of Harassment, Bullying, and Complaint Procedure**

I have read and I understand the Tribe’s Harassment, Bullying and Complaint Procedure.

\_\_\_\_\_  
Employee’s Name in Print

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed by Employee

**TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE**

## Confidentiality/Non-Disclosure Agreement

This Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between The Winnebago Tribe of Nebraska (“the Tribe”) and \_\_\_\_\_ (“Employee”).

**WHEREAS**, the Tribe wishes to protect its Confidential Information, as defined below, against any unauthorized use and any unauthorized or uncontrolled disclosure.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Tribe and Employee agree as follows:

A. As used throughout this Agreement, the term “Confidential Information” means information not generally known to third parties and which is proprietary to the Tribe including information about the Tribe’s Business that includes information relating to financing strategies, organizational strategies, trade secret information, financial information, pricing policies, operational methods, marketing information including without limitation strategy, sales, finance and business systems and techniques, and other business affairs of the Tribe relating to the Business. All information, oral or written, of the Tribe that is disclosed to Employee or to which Employee obtains access, whether originated by Employee or by the discloser or others, shall be presumed to be Confidential Information.

B. It is understood that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to the Tribe. Accordingly, Employee agrees:

1. Not to use any of the Confidential Information for any purpose other than for or in connection with the Authorized Purpose.
2. To maintain all of the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person or entity not authorized hereunder without the prior written consent of the Tribe.
3. That any dissemination of Confidential Information shall be only in connection with the Authorized Purpose, and shall be only to the employees, agents or affiliates of Employee who have a need to know said Confidential Information in order for Employee to carry out proper purposes and responsibilities related to Employee’s discussions with the Tribe and the Authorized Purpose and who have been advised of the confidential nature of such information. Further, that Employee shall cause such employees, agents and affiliates who have access to the Confidential Information to comply with the terms and provisions of this Agreement in the same manner as each party is bound hereby, with Employee remaining responsible for the actions and disclosures of such representatives.

4. That, upon the Tribe's request, all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to the Tribe or destroyed by Employee, and Employee will certify that the provisions of this paragraph have been complied with.

C. The obligations pursuant to Section B above shall not apply to information which:

1. Is or becomes a part of the public domain through no act or omission of Employee;
2. Can be shown to be already possessed by Employee as of the date of disclosure;
3. Shall be made available to Employee on a non-confidential basis by a third party having a right to do so;
4. Is disclosed by order of a court of competent jurisdiction; or
5. The Tribe authorizes, in writing, for release.

D. In the event that Employee or its representatives receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, the receiving party agrees to:

1. Immediately notify the Tribe of the existence, terms and circumstances surrounding such a request, so that the Tribe may seek an appropriate protective order and/or waive Employee's compliance with the provisions of this Agreement; and
2. If disclosure of the Confidential Information is required in the opinion of Employee's counsel, to the extent possible cooperate with the Tribe in obtaining reliable assurances that confidential treatment will be accorded to the disclosed Confidential Information.

E. The parties acknowledge that the Confidential Information is the property of the Tribe, and the disclosure of the Confidential Information to Employee does not convey any right, title or license in the Confidential Information to Employee. Employee shall not appropriate the Confidential Information to Employee's own use or to the use of any third party and shall only use the Confidential Information for the exclusive benefit of the Tribe except to the extent otherwise authorized in writing by the Tribe.

F. It is further understood and agreed that no failure or delay by the Tribe in exercising any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power or privilege under this Agreement.

G. The termination of the discussions or relationship between the parties shall not relieve Employee or its employees, agents or affiliates of the obligations of nonuse or nondisclosure under this Agreement or the obligation to return or destroy certain materials.

H. The parties agree that money damages would not be sufficient remedy for any breach of this Agreement, and the non-breaching party shall be entitled to enforce this Agreement by injunctive and other available relief, including without limitation specific performance.

I. This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of *the Nebraska and the Winnebago Tribe of Nebraska (a sovereign nation)*. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the receiving party and rights of the disclosing party expressed in this Agreement shall be in addition to, and not in limitation of, those provided by applicable law. This Agreement may be modified or waived only by a separate writing by Employee and the Tribe expressly so modifying or waiving such. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. References to the Tribe and Employee shall be deemed to include each of their affiliates, if any. Any disputes arising out of this Agreement shall be reviewed in federal or tribal court, and each party hereby consents to the jurisdiction of such court. This Agreement shall be binding upon the parties and their successors and assigns.

**IN WITNESS WHEREOF**, the parties acknowledge their agreement to the foregoing as of the date first set forth above by execution of the Agreement by their respective authorized representatives.

**THE TRIBE:**

**EMPLOYEE:**

\_\_\_\_\_  
**By (Signature of HR)**

\_\_\_\_\_  
**By (Signature)**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

