

TRIBAL COUNCIL  
(AT LARGE)

Nola Taken Alive

Charles Walker

Cyril Archambault

Stephanie Yellow Hammer

Alice Bird Horse

Richard Long Feather

Janet Alkire

*Chairwoman*

Frank Jamerson  
*Vice Chairman*



Susan Agard  
*Secretary*

John Pretty Bear  
*Cannonball District*

Sid Bailey, Jr.  
*Long Soldier District*

Jeff Cadotte, Sr.  
*Wakpala District*

Delray Demery  
*Kenel District*

Joe White Mountain  
Jr.  
*Bear Soldier District*

Paul Archambault  
*Rock Creek District*

Jessica R. Porras  
*Running Antelope District*

Wilberta Red  
Tomahawk  
*Porcupine District*

Truth  Compassion

Remember Who We Are

NOTICE TO PUBLIC

On April 10, 2025 the Standing Rock Sioux Tribal Council approved to post revisions to **Title XVIII (18), Tribal Employees** for ten (10) days. Pursuant to Title XIX of the Code of Justice, any interested person may submit comments on **Title XVIII (18), Tribal Employees** which the person believes should be amended.

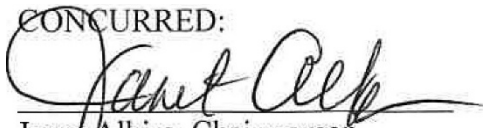
Members of the Judicial Committee and the Standing Rock Tribal Council will accept oral, written and electronic comments until May 5, 2025. You may submit your electronic comments to the following:

Judicial Committee Chairman, Charles Walker - [cwalker@standingrock.org](mailto:cwalker@standingrock.org)

If you are receiving this notice and attachments in your role as District Officer, please post a copy at your local district offices and ensure it is available to other District Officers and District Members. In addition, please have copies available to distribute upon request.

Please note you can also access the Title on the Tribe's website at [www.standingrock.com](http://www.standingrock.com). From the home page, click on Titles, followed by Titles for Review, and find the link to **Title XVIII (18), Tribal Employees**.

Dated this 24th day of April, 2025.

CONCURRED:  
  
Janet Alkire, Chairwoman  
Standing Rock Sioux Tribe

**SPECIAL TRIBAL COUNCIL MEETING**  
**INTER-OFFICE FOLLOW-UP**

**MEETING DATE: April 10, 2025**

**P A G E : 7**

**MOTION #13 IS CONTINUED.**

ROLL CALL VOTE: ALKIRE, JANET – NOT VOTING

ARCHAMBAULT, Paul	EX.	AGARD, Susan	YES
BAILEY, Jr., Sidney	EX.	ARCHAMBAULT, Cyril	YES
CADOTTE, Sr., Jeff	YES	BIRD HORSE, Alice	YES
DEMERY, Delray	EX.	JAMERSON, Frank	EX.
PORRAS, Jessica R.	YES	LONG FEATHER, Richard	YES
PRETTY BEAR, John	YES	TAKEN ALIVE, Nola	YES
RED TOMAHAWK, Wilberta	YES	WALKER, Charles	YES
WHITE MOUNTAIN, Jr., Joseph	EX.	YELLOW HAMMER, Stephanie	YES

VOTE: YES – 11                      NO – 0                      NOT VOTING – 1

**MOTION CARRIED**                      5 – EXCUSED

#14. MOTION WAS MADE BY WILBERTA RED TOMAHAWK, SECONDED BY ALICE BIRD HORSE, TO APPROVE TO REQUEST A CRIMINAL INVESTIGATION FROM BIA CRIMINAL INVESTIGATOR ON GAME & FISH FOR ALLEGATIONS OF FRAUD.

ROLL CALL VOTE: ALKIRE, JANET – NOT VOTING

ARCHAMBAULT, Paul	EX.	AGARD, Susan	YES
BAILEY, Jr., Sidney	EX.	ARCHAMBAULT, Cyril	YES
CADOTTE, Sr., Jeff	YES	BIRD HORSE, Alice	YES
DEMERY, Delray	EX.	JAMERSON, Frank	EX.
PORRAS, Jessica R.	YES	LONG FEATHER, Richard	YES
PRETTY BEAR, John	YES	TAKEN ALIVE, Nola	YES
RED TOMAHAWK, Wilberta	YES	WALKER, Charles	YES
WHITE MOUNTAIN, Jr., Joseph	EX.	YELLOW HAMMER, Stephanie	YES

VOTE: YES – 11                      NO – 0                      NOT VOTING – 1

**MOTION CARRIED**                      5 – EXCUSED

#15. MOTION WAS MADE BY CHARLES WALKER, SECONDED BY SUSAN AGARD, TO APPROVE TO POST TITLE 18 FOR TEN [10] DAYS.

ROLL CALL VOTE: ALKIRE, JANET – NOT VOTING

ARCHAMBAULT, Paul	EX.	AGARD, Susan	YES
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**SPECIAL TRIBAL COUNCIL MEETING**  
**INTER-OFFICE FOLLOW-UP**

**MEETING DATE: April 10, 2025**

**P A G E : 8**

**MOTION #15 IS CONTINUED.**

BAILEY, Jr., Sidney	EX.	ARCHAMBAULT, Cyril	YES
CADOTTE, Sr., Jeff	YES	BIRD HORSE, Alice	YES
DEMERY, Delray	EX.	JAMERSON, Frank	EX.
PORRAS, Jessica R.	YES	LONG FEATHER, Richard	YES
PRETTY BEAR, John	YES	TAKEN ALIVE, Nola	YES
RED TOMAHAWK, Wilberta	YES	WALKER, Charles	YES
WHITE MOUNTAIN, Jr., Joseph	EX.	YELLOW HAMMER, Stephanie	YES

VOTE: YES – 11                      NO – 0                      NOT VOTING – 1

**MOTION CARRIED**                      5 – EXCUSED

#16. MOTION WAS MADE BY SUSAN AGARD, SECONDED BY ALICE BIRD HORSE, TO APPROVE TO POST TITLE 20 FOR TEN [10] DAYS FOR DISTRICT ORGANIZATIONS REGARDING QUALIFICATIONS.

ROLL CALL VOTE:                      ALKIRE, JANET – NOT VOTING

ARCHAMBAULT, Paul	EX.	AGARD, Susan	YES
BAILEY, Jr., Sidney	EX.	ARCHAMBAULT, Cyril	YES
CADOTTE, Sr., Jeff	YES	BIRD HORSE, Alice	YES
DEMERY, Delray	EX.	JAMERSON, Frank	EX.
PORRAS, Jessica R.	YES	LONG FEATHER, Richard	YES
PRETTY BEAR, John	YES	TAKEN ALIVE, Nola	YES
RED TOMAHAWK, Wilberta	YES	WALKER, Charles	YES
WHITE MOUNTAIN, Jr., Joseph	EX.	YELLOW HAMMER, Stephanie	YES

VOTE: YES – 11                      NO – 0                      NOT VOTING – 1

**MOTION CARRIED**                      5 – EXCUSED

#17. MOTION WAS MADE BY CYRIL ARCHAMBAULT, SECONDED BY CHARLES WALKER, TO APPROVE TO DRAFT AND SEND AN ENGAGEMENT LETTER WITH STELLA STANDING BEAR, BOOKING AGENT STEFANY MARIE.

ROLL CALL VOTE:                      ALKIRE, JANET – NOT VOTING

ARCHAMBAULT, Paul	EX.	AGARD, Susan	YES
BAILEY, Jr., Sidney	EX.	ARCHAMBAULT, Cyril	YES
CADOTTE, Sr., Jeff	YES	BIRD HORSE, Alice	YES

# STANDING ROCK SIOUX TRIBE



## TITLE XVIII

### TRIBAL EMPLOYEE EMPLOYMENT CODE

<u>SECTION</u>	<u>DESCRIPTION</u>
	<u>Chapter 1— Governing Principles</u>
18-101.	General Purpose
18-102.	Personnel Policies and Procedures
18-103.	Application of Personnel Policies and Procedures
18-104.	Assigned Responsibilities
	<u>Chapter 2— Employee Rights and Responsibilities</u>
18-201.	Conditions of Employment
.1	Indian Preference
.2	Veteran's Preference
.3	In House Transfers
.4	Drug Free Workplace
.5	Alcohol Free Workplace
.6	Work Environment
.7	Character Investigations Required
.8	Standard for Employment
.9	Nepotism
.10	Licensure to Operate Vehicles/Equipment
.11	Conflict of Interest
.12	Repayment of Indebtedness to the Tribe
.13	Non-Disclosure/Confidentiality
.14	Outside Employment 18-202. Code of Ethics
	18-203 Prohibited Activities
	.4 Prohibited Activities
.2	Political Activities Prohibited During Working Hours
.3	Notice to Seek Elective Office 18-204. Protection of Employees
18-205.	Complaints Against Employees
	<u>Chapter 3— Disciplinary Action and Employee Grievances</u>
18-301.	Disciplinary Action
18-302.	Administrative Review Committee
18-303.	Supervisory Responsibility for Grievance Resolution
18-304.	Grievance Committee

## CHAPTER 1—GOVERNING PRINCIPLES

### **18-101. TITLE**

This Title shall be referred to as the Standing Rock Employment Code.

### **18-102. GENERAL PURPOSE**

As a sovereign Indian Tribe, the Standing Rock Sioux Tribe (“the Tribe”) has inherent authority to govern employment relations within its jurisdiction. The purpose of this Title is to establish the general principles and guidelines to be followed in recruitment, employment, retention, promotion, training, discipline, and termination of employees of the Standing Rock Sioux Tribe.

It is the intention of the Tribe under this Title ~~to that~~:

1. Ensure Tribal members, other Native Americans, and residents of the Standing Rock Sioux Tribe with significant ties to the Tribe gain and maintain employment opportunities within the Tribe’s jurisdiction;
- ~~1.2.~~ Recruitment, employment, retention/retain, promotion, and training, discipline, and termination of employees shall be based on their qualifications in relation to the job or position to which they are hired or assigned, and to their performance in carrying out the assigned duties of that job or position.
3. Prevent and remedy unlawful discrimination in employment (other than to promote the employment of Tribal members) on the basis of sex, race, color, national origin, religion, age, sexual orientation, familial status, or disability;
4. Promote the Tribe’s traditions and values by ensuring that the Tribe’s employment practices and decisions reflect the Tribe’s culture and values;
5. Ensure that employees within the jurisdiction of the Tribe work in safe conditions, receive fair compensation, and otherwise have fair terms and conditions of employment consistent with this Code and other applicable law;
- ~~2.6.~~ The Tribe shall establish policies governing personnel that are in compliance with Tribal laws and with federal laws and regulations applicable to Tribal employees.
- ~~3.7.~~ Employee rights and responsibilities shall be established and protected under the authority of the Tribal government.

### **18-1032. DEFINITIONS**

- A. “Chain of Command” means the line of authority and responsibility which starts with the Tribal Chairperson through the Executive Director, through the Program Directors, and Supervisors.

B. “Disability” means a physical or mental impairment of an individual which substantially limits one or more of such person’s major life activities, the state of having a record of such impairment, or the state of being regarded as having such impairment.

C. “Discriminate” means to segregate, separate, or treat differently to an employee’s detriment, “Discriminate” shall not mean treating Tribal members differently than non-Tribal members or non-Indians in order to promote employment preferences.

D. “Employee” means an individual employed by the Tribe, including political appointees. Employee does not include elected officials, or appointed members of the Boards or Commissions or independent contractors.

E. “Employee Benefits” means all benefits, other than salary and wages, provided or made available to employees by the Tribe and includes leave, health insurance, dental and eye insurance, 401(k).

F. “Employer” means the Tribe; any political subdivision, agency, or department of the Tribe; and any enterprise of the Tribe doing business on lands within the jurisdiction of the Tribe.

G. “Family Medical Leave” means leave requested by an employee for:

1. Serious health condition of the employee;
2. The birth of the employee’s child;
3. The placement of a child sixteen (16) years of age or less with the employee in connection with the adoption of the child by the employee;
4. A child, parent, or spouse with a serious health condition. The Tribe recognizes hunka relations for purposes of this Code;
5. The donation of an organ of the employee for a human organ transplant;
6. A spouse, son, daughter, parent, or next of kin of a person who is a current member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability list, for a serious injury or illness which was incurred in the line of duty on active duty; or
7. A qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation

H. “Gender” means a person’s actual or perceived sex, gender identity, self image, appearance, behavior or expression whether or not that gender identity, self-image, appearance, behavior or expression is different from that traditionally associated with the sex assigned at birth.

I. “Health Care Provider” means a doctor of medicine or osteopathy who is licensed to practice medicine or surgery in any state, a nurse, psychologist, and the practitioners of holistic and traditional medicine.

J. “Hearing Officer” means a third-party consultant hired to hear employee grievances.

K. “Hunka” means those persons adopted by Dakota/Lakota custom or traditional practice.

L. “Immediate Family” means parents, siblings, spouse, and children, either by birth, adoption, or marriage.

M. “Indian” means an enrolled member of a federally recognized Indian Tribe.

N. “Native American” means an enrolled member of a state or federally recognized Indian Tribe.

O. “Qualified Individual with a Disability” means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or desires. For purposes of this Code, consideration shall be given to the employer’s judgment as to what functions of a job are essential, and if an employer has prepared a written description before advertising or interviewing applicants for the job, this description shall be considered evidence of the essential functions of the job.

P. “Reasonable Accommodation” means making existing facilities used by employees readily accessible to and usable by individuals with disabilities.

Q. “Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves:

1. Inpatient care in a hospital, hospice, or residential medical care facility; or
2. Continuing treatment of a chronic serious health condition by a health care provider;
3. And pregnancy and medical conditions which result from pregnancy.

R. “Sex” means the person’s biological status at birth.

S. “Sexual Harassment” shall mean unwelcome sexual relations, sexual advances, and other verbal or physical conduct of a sexual nature towards another person which could reasonably be expected to make that other person feel offended, humiliated, or intimidated. Sexual harassment may include but is not limited to, the following:

1. Comments of a sexual nature, including comments about a person’s sexual behavior or physical appearance;
2. Sexual jokes;
3. Unwanted touching and attention, such as rubbing, pinching, whistling, hugging, brushing up against another person or fondling;
4. Nonverbal actions, such as leering or staring, or gesturing in a sexual nature;
5. Sexual propositions or repeated unwanted requests for dates or sexual activity;



6. Demands for sexual favors in exchange for favorable treatment or continued employment;
7. Displays of offensive photographs, reading materials, and other graphics of a sexual nature;
8. Stalking, sexual assault, or rape, any of which may be subject to independent criminal or civil action.

T. “Sexual Orientation” means having or being perceived to have, an orientation for heterosexuality, homosexuality, or bisexuality.

U. “Supervisor” means any person who has authority, in an employer’s interest to direct the work of another employee and effectively discipline or recommend discipline for the employee’s failure to comply with his or her duties and responsibilities or for any violation of Tribal law or policy.

V. “Tribal Court” means the Standing Rock Tribal Court.

W. “Tribe” means the Standing Rock Sioux Tribe.

X. “Tribe Specific Preference” means preference in employment provided to members of the Standing Rock Sioux Tribe.

#### **18-104. PERSONNEL POLICIES AND PROCEDURES**

Specific policies, guidelines, and procedures to carry out the directions and intent of this Title are to be compiled and set forth in the Standing Rock Sioux Tribe Personnel Policies and Procedures Manual, which is to be interpreted along with this Title to establish the purposes and policies of the Standing Rock Sioux Tribe with regard to its employees.<sup>1</sup>

1. All policies, guidelines, and procedures governing personnel matters are to be set forth in the Tribe’s Personnel Policies and Procedures Manual. The Tribe’s Human Resources Manager shall provide for the compilation and ongoing maintenance of the Manual.
2. Compensation for work shall be based on the Tribe’s compensation plan, which shall be adopted as set forth in the Personnel Policies and Procedures Manual.
3. All compensation and other personnel actions having any financial implication shall also be in compliance with requirements of the Tribe’s Financial Management Policies and Procedures Manual, including requirements for budget sufficiency and proper processing of transactions.

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<sup>1</sup> The Tribal policies and regulations developed hereunder shall meet or exceed the relevant federal standards governing employment.

**18-1053. APPLICATION OF PERSONNEL POLICIES AND PROCEDURES**

The Personnel Policies and Procedures shall apply to all Tribal Employees, including politically appointed employees, ~~and all employees operating under contracts between the Tribe and federal, state and local governments, except for the following, who are covered under other Titles or under designated contractual arrangements:~~

- ~~1. Elected Officials of the Tribe, including the Tribal Chairman, Vice Chairman, and members of the Standing Rock Sioux Tribal Council (Title XIX);~~
- ~~2. Elected officials and employees of the district councils (Title XX);~~
- ~~3. Members of the Election Commission (Title XV);~~
- ~~4. Tribal Judges, Justices, and the Chief Prosecutor (Title I);~~
- ~~5. Any chartered entity of the Tribe or corporation owned and controlled by the Tribe, which is controlled by its own Board and receives independent funding through its corporate charter, including but not limited to:
  - ~~a. Commission members and employees of the Standing Rock Housing Authority;~~
  - ~~b. Board members of the Standing Rock Enterprises;~~
  - ~~c. Board members of Standing Rock Farms;~~
  - ~~d. Board members and employees of the Sitting Bull College;~~
  - ~~e. Board members of the JTAC Board;~~
  - ~~f. Board members and employees of the Standing Rock Grant School;~~
  - ~~g. Board members and employees of the Rock Creek Grant School;~~
  - ~~h. Board members of the Standing Rock Head Start Policy Council;~~
  - ~~i. Board members and employees of the Sitting Bull School; and~~
  - ~~j. Employees of the Prairie Knights and Grand River Casinos.~~~~
- ~~6. Persons who are not employees of the Tribe, and who are serving under independent contract with the Tribe;~~

~~Regardless of the terms of their corporate charter, any program or entity that receives any funding from the Tribe, or uses the name of the Tribe to acquire federal funding, shall be covered by the terms and requirements of this Title.~~

#### **18-1064. ASSIGNED RESPONSIBILITIES**

The Standing Rock Sioux Tribal Chair~~person~~man is responsible for assuring the intentions of this Title concerning the recruitment, employment, retention, promotion; training, discipline, and termination of employees are achieved. The ~~Chairman~~Chairperson shall cause the appropriate oversight and monitoring to be established to assure the policies and guidelines are properly followed.

## CHAPTER 2—EMPLOYEE RIGHTS AND RESPONSIBILITIES

### **18-201. TYPES OF EMPLOYEES**

The Standing Rock Sioux Tribe identifies several different types of positions, which differentiate in the process of recruitment and hiring, determination of compensation, and benefits that are associated with each position. The types of positions also identify specific rights associated with each type of position. Employee positions authorized by the Standing Rock Sioux Tribe include:

- A. Permanent Positions;
- B. Temporary Positions;
- C. Seasonal Positions;
- D. Political Appointments;
- E. Contract Positions;
- F. Short-Term Positions;
- G. Intermittent Positions; and
- H. Part Time Positions.

The classification of each position and procedures for recruitment, hiring, and associated benefits are further defined in the Personnel Policies and Procedures.

### **18-202. HIRING PROCEDURES**

- A. The Standing Rock Sioux Tribe shall implement a recruitment and hiring process that is merit-driven and skills focused with the objective to reach a wide variety of applicants and ensure compliance with all applicable Tribal and federal laws.
- B. The recruitment and hiring process shall be filled through an open competitive process that permits the widest possible pool of applicants and fair competition for each position.
- C. Specific hiring procedures shall be followed in accordance with the Personnel Policies and procedures.

### **18-203 CLASSIFICATION AND COMPENSATION OF POSITIONS**

All Tribal Employee Positions shall be classified and the compensation shall be determined by the Tribe's Compensation Plan. The Compensation Plan shall be subject to annual adjustments as recommended by the Human Resources Department and approved by the Judicial Committee.

### **18-204 CONDITIONS OF EMPLOYMENT**

Specific terms and conditions of employment shall be governed by and found in the Tribe's Personnel Policies and Procedures Manual. The following principles shall guide the development of policy and standards to be applied to the Tribe's employment practices.

- A. ~~Indian Employment~~ Preferences. ~~Preference in hiring shall be given to qualified~~

applicants claiming Indian Preference who are enrolled in a federally recognized Tribe. The Tribe has identified that employment opportunities offered by the Tribe are for the benefit of Tribal members, their families, and other Native Americans who meet the essential qualifications for employment positions. To the greatest extent possible, all hiring within the Tribe shall include preference criteria which create employment opportunities or paths for promotions and learning to increase management opportunities for qualified applicants and/or qualified employees who are Tribal members, and other Native Americans. The employment preferences required by this Code shall not be construed to afford employees any preference in the administration of disciplinary procedures, performance evaluations, or to prohibit supervisors from providing appropriate direction, training, and/or coaching to employees regarding the performance of tasks within the scope of the employee's position.;

1. **Indian Preference.** Preference in hiring shall be given to qualified applicants claiming Indian Preference who are enrolled in a federally recognized Tribe.

2. **Veteran's Preference.** Preference in hiring shall be given to qualified applicants claiming Veteran's Preference who are discharged under honorable conditions from the Armed Forces of the United States.

3. **Preferences Granted:** The following order of preferences shall be applied by the Human Resources Department when making employment decisions:

- a. Enrolled veterans of the Standing Rock Sioux Tribe;
- b. Enrolled members of the Standing Rock Sioux Tribe;
- c. Other Native American veterans;
- d. Other Native Americans enrolled in a federally recognized or state recognized Tribe.

B. **Unlawful Discrimination Prohibited.** Except when based on a bona fide occupational qualification or in furtherance of the provision of employment preferences provided to members of the Tribe and other persons entitled to preference, it shall be unlawful employment discrimination in violation of this Code:

1. For the Tribe to discharge an employee or discriminate with respect to any decision to hire, promote, transfer, establish compensation, terms, conditions or privileges of employment or any other matter directly or indirectly related to employment which has a detrimental effect on an individual or group of individuals because of their sex, gender, race (this does not include Tribal member status, which is a protected political status within this Code), color, national origin, religion, age, familial status, sexual orientation, or disability;
2. For the Tribe to discriminate in any manner against individuals because they

have opposed a practice that would be a violation of this Code or because they have, in good faith, made a charge, filed a complaint, reported, testified, or assisted in any investigation, proceeding or hearing under this Code.

3. For the Tribe to discriminate against an employee, acting in good faith, has previously refused to carry out a directive given to the employee by a person in a supervisory capacity and the employee informed the supervisor giving the directive that it would result in a violation of law or policy.

4. Types of Discrimination. “Unlawful Employment Discrimination” as that term is used in this section means:

a. Overt discrimination: an intentional, purposeful act of discrimination, such as direct epithets aimed at an individual because of sex, race, color, national origin, religion, age, familial status, sexual orientation, or disability, resulting in adverse employment action.

b. Harassment (including sexual harassment): Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment:

i. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature as well as unwelcome comments, jokes, acts and other verbal or physical conduct related to race, color, national origin, religion, age, familial status, sexual orientation, or disability, constitute unlawful workplace harassment when:

1. Submissions to such conduct is mad either explicitly or implicitly as a term or condition of an individual’s employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

5. Proof of Unlawful Discrimination. Unlawful employment discrimination exists if a complainant shows that his or her race, color, sex, disability, religion, age, familial status, sexual orientation, ancestry or national origin, even if not the sole factor, was nonetheless a substantial factor motivating the Tribe’s action. If the complainant demonstrates that he/she would have not been rejected, discharged, or otherwise treated differently, but for membership in the protected class, the existence of other reasonable grounds for the Tribe’s

action does not relieve the Tribe from liability.

**6. Exhaustion of Administrative Remedies Required.** No claim or action shall be brought alleging a violation of the rights under this Code until such administrative remedies, including the Tribes internal complaint and grievance procedures, as available are exhausted.

**C. Job Descriptions.** All job descriptions for employment positions with the Tribe shall contain separate sections for essential qualifications and general or preferred qualifications.

1. Essential qualifications are those which are necessary to the position as basic qualifications, for example –specific skills, degrees, gaming license, professional licensing or driver’s licens.
2. General or preferred qualifications are those which are beneficial to the employment position but can be obtained either on-the-job or within a reasonable period after employment as identified by the Human Resources Director. A reasonable time period shall be defined by the Human Resources Director prior to the posting of the job description.

**A.D. In House Transfer.** A ~~fulltime~~full-time permanent Tribal employee may apply for a transfer to an existing vacant position or a new, vacant, advertised position when:

- a. The employee meets all the qualifications for the position as determined by the Human Resources Department and the Executive Director, Human Resources ~~Manager~~Director and Supervisor of the position for which the transfer is sought agree that the applicant’s transfer to the position is in the best interest of the Tribe, department and office where the vacant position is located, or
- b. The employee is in a position which is being subjected to a Reduction in Force (RIF), and the employee meets all qualifications to be considered for transfer approval.
- ~~c. Program directors, managers, and coordinators are not eligible to transfer to another director, manager or coordinator position.~~

**B.E. Drug-Free Workplace.** All Tribal employees (including contract employees) are prohibited from unlawful manufacture, distribution, disbursing, possession or use of controlled substances under the Tribal Code of Justice, Title IV, Chapter 8, *Drugs and Related Offenses*, § 4-801. The Tribe’s *Drug Free Workplace Policy*, adopted by Tribal Council Resolution 141-97, dated March 6, 1997, ~~is~~ included herein by reference, as if set forth in its entirety. Further, the Tribe has adopted a “zero tolerance” policy with respect to Illegal Drugs and Controlled Substances, Resolution 076-06, adopted February 6, 2006, which is also included herein by reference, as if set forth in its entirety.

**C.F. Alcohol-Free Workplace.** All Tribal Employees are prohibited from possession or

use of alcohol while discharging the duties of the Tribe, or from being in the work place while under the influence of alcohol. ~~Specific terms and conditions shall be set forth in the Tribe's Personnel Policies and Procedures.~~

**D.G. Work Environment.** The Tribe shall provide a safe working environment for all Tribal employees, and employees shall be protected in their work place from hostile and coercive acts, disruptive behavior, and from sexual harassment in any form of verbal and/or physical conduct and advances.

~~a. The Tribe shall adopt a policy of "zero tolerance" with respect to such behavior, and shall establish policies, guidelines, and ongoing training to ensure compliance.~~

~~b. Notwithstanding the exclusion cited in 18-103, Tribal Council members shall not be exempt from this provision, and shall not engage in any actions or behavior which would violate rights under this provision of individual employees or groups of employees. (See also the provisions of Title XIX, 19.402 (b), and Title XXVII, Code of Ethics.)~~

~~c.a. Candidates for Tribal or other local, state, or federal political office, their agents, or supporters shall be prohibited from campaigning or soliciting support from Tribal employees on Tribal property and during working hours.~~

**E.H. Character Investigations Required.** Any individual who is employed or is being considered for employment by the Standing Rock Sioux Tribe with respect to a position that involves regular contact with or control over Indian or non-Indian Children, contact with elderly, handicapped, ~~and community programs,~~ and contact with sensitive, financial, and trust records, shall be subject to character investigation and background check, in accordance with PL 101-630, *Indian Child Protection and Family Violence Prevention Act of 1990*, as amended, codified at 25 U.S.C. § 3207, et seq.; PL 101-647, Subchapter V, *Child Care Worker Employee Background Checks*, codified at 42 U.S.C. § 13401; and the requirements of OMB Circular No. A-130, *Access Screening*, and subsequent changes to those laws as may be applicable. Background checks shall be conducted in accordance with ~~specific policies and procedures~~ the Personnel Policies and Procedures Manual, and shall include fingerprinting.

#### **I. Standards for Employment.**

a. The Standing Rock Sioux Tribe shall not employ any individual in a position dealing with sensitive or confidential information, a position involving financial dealings or a position of public trust, if that individual has been found guilty of theft or entered a plea of *nolo contendere* or guilty of any offense under Federal, state or tribal law involving a crime of embezzlement or other financially-related felony.

b. ~~Similarly, the~~ The Tribe shall not employ any individual in any position where he/she has contact with or control over children, elderly, ~~and or vulnerable or disabled individuals~~ handicapped, and tribally funded community programs, if that individual has been found guilty of or entered a plea of *nolo contendere* or guilty of any offense under federal, state or Tribal law involving a crime of violence, sexual assault, molestation, exploitation, contact or prostitution or other crimes



against persons.

- a. The Tribe shall not hire, or shall immediately terminate, any individual who has provided false information or failed to fully disclose required information on the Tribal employment application form or any other investigative document that is pertinent to the determination of whether the individual should be hired by the Tribe or any program the Tribe funds. Any adverse action taken by the Standing Rock Sioux Tribe under this chapter shall remain a part of the individual's permanent employment record in the event of future application for employment with the Tribe or any program funded by the Tribe.
- b. Notwithstanding the provisions of this section, any employee or potential employee who shall have been judged to be guilty convicted of a violation of SRST Code, § 4-1202, **Failure to Support Dependent Persons**, shall not automatically be barred from Tribal employment, so long as the individual employee establishes and continues to pay child support or payments for dependent support by payroll deduction, in accordance with Tribal Court orders.

~~F. **Nepotism.** Program directors or supervisors shall not supervise a relative or closely associated person, nor advocate for their employment or advancement. Relative means: father, mother, grandfather, grandmother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, whether or not by adoption. In addition, Program directors or supervisors shall not supervise their husband, wife, father in law, mother in law, sister in law, brother in law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister. As used here, the term "closely associated person" means domestic partners.~~

G.J. **Licensure to Operate Vehicles/Equipment.** All employees who may operate Tribal equipment or vehicles or who may seek reimbursement for travel in their personal owned vehicle on or off the reservation, must maintain a current, valid driver's license or appropriate certification of ability to operate such equipment, and submit to the Tribe evidence that they possess a current, valid driver's license or appropriate current, valid certificate for the equipment being operated by the individual employee. Such current, valid licenses and certificates status at any time such license/certificate is requested. Such employees shall also provide evidence that they have liability insurance for their personal vehicles, and/or that they are eligible for coverage under Tribal policies for Tribal vehicles.

~~H. **Conflict of Interest.** Any individual who seeks to become an employee of the Tribe may not retain any interest in external personal or business affairs that would constitute or appear to be a conflict of interest with their exercise of duties as a Tribal employee, nor may they undertake a position with the Tribe that would enable them to exercise decisions or make judgments that would benefit relatives (as defined in Code, §18-201.8) or other personal friends to the detriment of the Tribe's interests. Specific requirements of the Tribe's Code of Ethics are set forth in Title XXVII of the Code of Justice.~~

I.K. **Repayment of Indebtedness to the Tribe.** Any employee of the Tribe, or any individual who is seeking employment with the Tribe, and who is indebted to the Tribe either through direct loans and advances or through co-signing or endorsement of loans which have become delinquent, shall establish arrangements for repayment of such debt

through payroll deductions. Current employees who fail to commit to such repayment shall be subject to appropriate disciplinary action, up to and including termination. Prospective employees shall make and enter into such repayment arrangements with the Tribe prior to accepting employment with the Tribe ~~the Tribe approving the commencement of employment as part of the pre-employment screening process.~~

~~J. **Non-Disclosure/Confidentiality.** Information obtained by an employee by virtue of their exercise of duties shall be maintained in strictest confidence. Tribal employees may become aware of and have access to information on Tribal members and others who may be served under Tribal programs or who may conduct business with the Tribe. Such information is considered privileged. Program directors and supervisors shall be responsible for implementing controls to ensure confidentiality of Tribal records.~~

~~K.L.~~ **Outside Employment.** To avoid conflicts of interest or claims of duplicate payment for services rendered, the following conditions regarding outside employment are imposed:

- a. Employees shall not engage in outside employment during regular business hours ~~or private enterprise and shall not engage in outside employment that would conflict with their duties and responsibilities to the Tribe, without permission of the program director or supervisor, and with notification to the Office of Human Resources.~~
- b. Employees shall not work for the Bureau of Indian Affairs, Indian Health Services or other federal entity, except under authorized IPA Agreements with the Tribe at the Tribe's request or during emergencies.
- c. Employees shall not enter ~~consultant or employment agreements with outside organizations (defined as businesses or organizations not owned by nor affiliated with the Tribe, or those organizations, district operations or boards excluded from Title XVIII, 18-103), unless the work is performed entirely outside the employee's Tribal working hours,~~ and without use of Tribal resources or premises.

~~L.M.~~ Employees may not accept payment of salary or stipends from boards, committees, commissions, district operations, and other organizations, where such payments are for services rendered during times that are already compensated by Tribal salary or wages, unless the employee uses compensatory leave, annual leave, or leave without pay.

~~18-202.~~

## 18-202 SAFETY LAWS

**A. Maximum Hours.** The Tribe shall not employ any of its employees for a workweek longer than forty (40) hours unless such employee receives compensatory time or overtime pay for the employee's employment in excess of the hours above specified at a rate of one and one-half times the hours worked in excess of forty (40) hour in a workweek. For purposes of this section, a workweek is a period of one hundred and sixty eight (168) hours during 7 consecutive 24-hour periods. It may begin on any day of the week and at any hour of the day established by the Tribe.

2. Exemptions. The provisions in 18-202A and B shall not apply with respect to any exempt employee employed in a bona fide executive, administrative, or professional capacity, or any exemption determined by the Tribe to be necessary to the furtherance of Tribal Sovereignty or Treaty reserved rights.

**B. Occupational Health and Safety Standards.** The standards of the Occupational Safety and Health Act of 1970, Title 29 of the United States Code, Sections 651 et seq. , as amended (OSHA) are adopted as the standards of the Tribe, provided, however, that the Tribe does not waive its sovereign immunity from suit for any claims or process in any forum under OSHA.

**C. Safety.** The standards of the OSHA, title 29, U.S.C. §§ 651 et seq., as amended, are adopted as the standards of the Tribe, provided, however, that the Tribe does not waive its sovereign immunity from suit for any claims or process in any forum under OSHA. The Tribe is adopting the health and safety standards of OSHA and is not adopting the federal law, itself.

## **18-203. EMPLOYEE BENEFITS**

**A. General.** The Tribe shall provide the following benefits to all Permanent Tribal Employees:

1. Leave
2. Health Insurance
3. Retirement Savings Plan

**B. Leave.** All permanent Tribal Employees, including political appointees, are afforded leave benefits. Limited leave benefits are afforded to part-time employees, including prorated annual and sick leave, and other prorated benefits, as described below. Temporary employees are not entitled to leave benefits afforded to permanent employees. Leave shall be requested and reviewed in accordance with the Personnel Policies and Procedures Manual.

- 1. Annual Leave.** Annual Leave is paid time off of work based on the length of consecutive and continuous service of individual employees.
- 2. Sick Leave.** Sick Leave is paid time off of work based on the length and consecutive and continuous service of individual employees which may be used for employees who are unable to attend work due to illness, injury, medical (including optical and dental) appointments, or to care for immediate family members or others for whom the employee is legally responsible with illness, injury, or medical appointments.
- 3. Holiday Leave.** All Tribal Employees will be entitled to Holiday Leave with pay as observed by the Tribe and reflected in the Personnel Policies and Procedures.
- 4. Administrative Leave.** Tribal Employees may be eligible for the following administrative leave subject to request and authorization as provided for in the Tribe's Personnel Policies and Procedures Manual:

- a. Maternity Leave.** Permanent Tribal Employees shall be authorized administrative leave not to exceed eighty (80) hours for maternity purposes.
  - b. Paternity Leave.** Permanent Tribal Employees shall be authorized administrative leave not to exceed eighty (80) hours for paternity purposes.
  - c. Military Leave.** Permanent Tribal Employees who are members of any reserve component of the United States Armed Forces will be allowed leave without pay for required training or duty not to exceed ten (10) working days per calendar year.
  - d. Jury Duty.** All Tribal Employees shall be granted administrative leave for actual hours their presence is required by subpoena or direction of proper authority to appear for jury duty in Tribal, State, or Federal Court.
  - e. Bereavement Leave.** All Tribal Employees shall be granted administrative leave not to exceed forty (40) hours for bereavement purposes following the death of a member of their immediate family, including hunka relatives. All Tribal Employees may be granted sixteen (16) hours of administrative leave for bereavement purposes following the death of a member of their extended family.
  - f. Educational Leave.** Permanent Employees may be granted administrative leave not to exceed four (4) hours per week for educational purposes to attend classes that are work related and of benefit to the Tribe, with approval by the Program Director and immediate supervisor and at the discretion of the Tribal Chairperson.
  - g. Spiritual Leave.** Permanent Employees may be granted administrative leave not to exceed forty (40) hours per calendar year for spiritual purposes.
  - h. Administrative Leave.** The Tribal Chairperson has the discretion to grant Administrative Leave to all Tribal Employees for inclement weather, special events, or other reasons within the discretion of the Tribal Chairperson.
- 5. Family Medical Leave.** Every employee who has been employed by the Tribe for twelve (12) consecutive months, and has worked at least 1,250 hours during the previous twelve (12) months, is entitled to up to twelve (12) consecutive work weeks of unpaid family medical leave in a single 12 month period. The following conditions apply to family medical leave granted under this section:
- a.** The employee must give at least thirty (30) days' notice if the intended date upon which the family medical leave will commence and terminate, unless prevented by medical emergency or other qualifying exigency from giving that notice;
  - b.** The Tribe shall require certification from a physician, or documentation or other information pertaining to a request for a qualified exigency leave or military

- caregiver leave, to reasonably permit the Tribe to verify the amount of leave requested by the employee.
- c. The Tribe and employee may negotiate for more or less leave, but both parties must agree and the Tribal Chairperson must approve in writing.
- d. Family medical leave granted under this section may consist of unpaid leave. If the Tribe provides paid family medical leave for fewer than twelve (12) weeks, the additional weeks of leave added to attain the total of twelve (12) weeks required may be unpaid.
- e. The procedures governing Family Medical Leave shall be set out in the Personnel Policies and Procedures Manual.

## **18-204 CODE OF ETHICS**

Title XXVII of the Code of Justice establishes a Code of Ethics that applies to all Tribal ~~officials and~~ employees. All personnel policy decisions shall be made within the context of the principles contained within ~~the~~ this Code and the Code of Ethics. Violations of those principles shall be grounds for ~~dismissal or prosecution~~ disciplinary action, depending on the severity of the violation.

### **18-20~~53~~. PROHIBITED EMPLOYEE ACTIVITIES**

- A. **Prohibited Political Activities During Working Hours.** Employees of the Tribe and employees of any entity, corporation or enterprise, that is financed in whole or in part by Tribal funds, including funds granted or loaned to the Tribe, shall not use his or her official authority or influence, by endorsing in the name of the Tribe or contributing to any campaign or for the purpose of interfering with, or affecting the result of any Tribal election or nomination for elective Tribal office. These employees also shall not hold an elective office on Tribal Council.

1. Candidates for Tribal or other local, state, or federal political office, their agents, or supporters shall be prohibited from campaigning or soliciting support from Tribal employees on Tribal property and during working hours.

~~1.2. Political Activities Prohibited During Working Hours.~~ Employees of the Tribe and employees of any entity, corporation or enterprise, that is financed in whole or in part by Tribal funds, including funds granted or loaned to the Tribe, shall not participate in any of the following activities during working hours, or while on approved leave, for any political campaign for Tribal, local, state, or federal political office.

- a. Serve for or on any political campaign committee.
- b. Organize a political party or political club.
- c. Directly or indirectly solicit, receive, collect, handle, disburse or account for

contributions on behalf of candidates.

- d. Take an active part in managing the political campaign of a candidate.
- e. Endorse or oppose a candidate for elective office in a political advertisement, broadcast, campaign literature or similar material or media.
- f. Address or attend a political rally, or political meeting, or similar gathering in support of or in opposition to a candidate.
- g. Write for publication or publish any letter signed or unsigned in favor of or against any candidates or faction.
- h. Further, no employee may circulate or sign a nominating petition on behalf of one or more candidates to any Tribal, local, state, or federal election during working hours. Violations of these provisions shall subject the employee to disciplinary action.

**2.3. Notice to Seek Elective Office.** An employee may become eligible to seek tribal elective office by giving written notice of the employee's intent to seek tribal elective office, to the employee's supervisor and to the Chair~~person~~ of the Tribal Council, prior to the last day for filing a nominating petition and notice of candidacy. Such notice must be given prior to the day on which the employee's nominating petitions are filed, in order to remain on pay status.

- a. Upon election to Tribal Council, employment with the Tribe shall terminate.
- b. Upon election to other boards and district offices, the employee shall notify the Tribal Chair~~person~~ and the Human Resources Manager.
- c. Employees appointed to Tribal Committees shall provide notice to the Tribal Chair~~person~~ and the Human Resources Manager.

**B. Employee Conduct.** Tribal Employee conduct which constitutes a violation of this Code, other Tribal law, or policy, may result in the immediate supervisor of the employee taking disciplinary action. Prohibited employee conduct, includes, but is not limited to conduct as defined in the Personnel Policies and Procedures.

## **18-2064. PROTECTION OF EMPLOYEES**

**A.** Tribal employees who are exposed to sexual harassment or an intimidating or offensive working environment, as identified in the Code of Ethics, shall be protected by the Tribe against retaliation that may occur as result of the employees' confrontation of such behavior. Such protection and accommodations may include:

1. Provision of mediation support;
2. Transfer to any vacant positions if the employee meets the requirements for transfer;
3. Change in supervision;
4. Change in location of workplace; or
5. through the Office of Human Resources, or Use of Tribal Ssecurity forces personnel and/or equipment to avert further physical confrontationhostility.

All such protection and accommodations listed above in subsection A1-5 are subject to availability and are at the discretion of the Office of Human Resources with approval from the Tribal Chairperson.

B. Retaliation by any Tribal Employee against any person who files a complaint alleging violation of provisions of this Code is strictly prohibited. In addition, retaliation against any person who participates in an investigation of a complaint regarding a violation of a provision of this Code is strictly prohibited. The immediate supervisor and/or Executive Director shall take any appropriate disciplinary actions in accordance with the Personnel Policies and Procedures against any Tribal Employee who is found to have committed an act of retaliation.

## **18-2075. COMPLAINTS AGAINST EMPLOYEES**

A. Complaints for violations of Tribal law or policy from outside parties received against Tribal employees shall not be entertained or addressed in public meetings and shall never be filed, reported, or addressed to any member or committee of the Standing Rock Tribal Council.

B. Instead, such complaints shall be referred to the Executive Director the immediate supervisor who oversees the employee who is the subject of the complaint (“respondent”). A copy of the complaint shall be sent to the Office of Human Resources for tracking.

C. The immediate supervisor of the respondent, who shall investigate the complaints by obtaining relevant documentation, a written response from the respondent, and meeting with the complainant and respondent and to determine appropriate follow-up action on the complaint. A copy of the complaint and any supporting documents filed with the complaint must be provided to the respondent in order to allow him or her to adequately respond to the allegations contained in the complaint.

A copy of the complaint shall be sent to the Office of Human Resources for tracking.

D. The immediate supervisor shall, after performing an investigation of the matter, send a written response decision to the complaint shall be sent to the complainant once the matter is resolved, and under all circumstances within thirty (30) days. However, any disciplinary action taken against an employee shall remain confidential and not be disclosed to the complainant.

E. Failure or unwillingness by supervisors to address and resolve a complaint within thirty (30) days shall be cause for disciplinary action against the supervisor. The Human Resources Department will track all complaints to ensure timely responses and resolution.

### CHAPTER 3—SEPARATION AND DISCIPLINARY ACTION

#### **18-301. VOLUNTARY SEPARATION**

Tribal Employees may be separated from employment with the Tribe without prejudice due to physical or mental impairment, furloughs, reduction in force, or voluntary resignation. These conditions are not due to disciplinary causes, and do not reflect negatively on the employee's employment record. Voluntary separation and the rights of separated employees shall be determined by the Tribe's Personnel Policies and Procedures Manual.

C. **Physical or Mental Impairment.** Tribal Employees may be separated for disability reasons when the employee is unable to perform the required duties and responsibilities of his or her position due to physical or mental impairment.

D. **Furlough.** Permanent Tribal Employees may be separated on a temporary basis for administrative reasons including: a lack of available work or lack of funds to support the position.

E. **Reduction in Force.** Permanent Tribal Employees may be separated on a permanent basis for administrative reasons such as a loss of funds, termination of a contract or grant, reorganization of a department or program, or change in duties of an occupied position.

F. **Voluntary Resignation.** Tribal Employees may voluntarily resign from their position by filing a written notice to their immediate supervisor providing two (2) weeks' notice of their resignation. Program Directors must provide thirty (30) days' notice of resignation.

#### **18-302. DISCIPLINARY ACTION**

A. Supervisors may impose discipline ~~shall be imposed~~ on an employee solely for cause.

B. The severity of disciplinary action shall be determined on the basis of the underlying conduct.

C. For issues related to the performance of the employee's duties and responsibilities, the Supervisor shall provide proof of attempts to remedy the conduct in accordance with the Progressive disciplinary policy, such as performance improvement plans, the prior issuance of verbal warnings, written warnings, and suspensions, which failed to address the underlying conduct.

A-D. Disciplinary actions shall be set forth in the Tribe's Personnel Policies and Procedures Manual, and shall be coordinated with the Office of Human Resources.



1. The burden of proof shall be on the supervisor to timely identify the specific cause for which the discipline is being sought, and to provide objective evidence of the cause for action.
2. The issues of whether to impose discipline, the type of discipline sought to be imposed, and the extent to which discipline should be imposed shall be considered in light of the underlying circumstances for the present cause of action, and taking into consideration, when relevant, the existing evaluation(s) of job performance for that employee.
3. Notwithstanding the Tribe's progressive disciplinary policy, pPrior job performance evaluations shall not be considered where discipline is sought to be imposed for an creating a hostile work environment, including sexual harassment, act(s) of aggression or violence, fraud, or theft from the Tribe dishonesty, or for violation of conditions of employment or violations of the *Code of Ethics*.

~~18-302. ADMINISTRATIVE REVIEW COMMITTEE~~

~~An Administrative Review Committee shall be established to hear all testimony and review all evidence submitted by an employee under suspension or termination action. The Committee shall hear the review or appeal and render the final decision. Decisions may include conditions of reinstatement, which shall be binding.~~

- ~~1. **Composition.** The Administrative Review Committee shall be comprised of five (5) members, who shall serve a term of one (1) year. Members shall be selected from a pool of employees, who shall have been employed by the Tribe a minimum of five (5) consecutive years, and with at least two members being in a supervisory capacity. The Tribe's Human Resources Manager shall be the sixth member and shall serve as the non-voting Chairperson for the Committee.~~
- ~~2. **Authority.** The Administrative Review Committee shall follow the Tribe's Personnel Policies and Procedures in conducting its hearings.~~

~~18-3043. SUPERVISORY RESPONSIBILITY FOR GRIEVANCE RESOLUTION~~

~~Supervisors and program directors are responsible for addressing and resolving issues and/or concerns within their assigned areas of responsibility that may lead to filing of grievances. Issues may include those between the supervisor and employee(s), or conflicts among employees under their supervision. Failure or unwillingness by supervisors to address and resolve conflicts shall be cause for disciplinary action against the supervisor.~~

~~18-304. GRIEVANCE COMMITTEE~~

~~A Grievance Committee shall be established to review internal grievances that may be filed by employees against their supervisors, where discussions between the employee and their supervisor have failed to arrive~~

~~at a mutually satisfactory resolution. The Grievance Committee shall hear the grievance and render the final decision on it. The Committee may also provide recommendations for future corrective action.~~

~~1. **Composition.** The Grievance Committee shall also be comprised of five (5) members, who shall serve a term of one (1) year. Members shall be selected from a pool of employees, who shall have been employed by the Tribe a minimum of five (5) consecutive years, and with at least two members being in a supervisory capacity. The Tribe's Human Resources Manager shall be the sixth member and shall serve as the non-voting Chairperson for the Committee.~~

~~1. **Authority.** The Grievance Committee shall meet with both the employee and supervisor to hear both sides of matter being grieved. All grievances shall be handled pursuant to the Tribe's Personnel Policies and Procedures.~~

## **CHAPTER 4— TRIBAL EMPLOYEE GRIEVANCE**

This Chapter is adopted by the Standing Rock Sioux Tribe ("Tribe") to provide a fair and impartial process for resolving grievances among Tribal employees. The purpose is to provide a detailed and structured approach to resolving workplace disputes. The Tribe does not waive its sovereign immunity by engaging in this internal grievance process or waive its sovereign immunity for any judicial review of decisions made pursuant to this Chapter.

### **18-401. PURPOSE**

This Chapter provides a mechanism for Tribal employees to address concerns and disputes that arise within the workplace without resorting to external legal action. The process is intended to be fair, efficient, and respectful of the Tribe's sovereignty. The Tribe is committed to resolving grievances promptly and efficiently to minimize disruption in the workplace and maintain employee morale.

### **18-402. SCOPE**

This Chapter covers formal written grievances related to the following:

1. Suspension or Termination
2. Discrimination or harassment
3. Working conditions
4. Any other employment-related dispute

This Chapter does **not** apply to grievances filed by tribal members, clients, or other non-employees. It is also important to note that this grievance process is not a substitute for any legal rights or remedies available to employees under Tribal or federal law.

### **18-403. GUIDING PRINCIPLES**

In establishing this grievance process, the Standing Rock Sioux Tribe affirms its commitment to

the following principles:

1. **Due Process:** Every employee has the right to a fair and impartial grievance process.
2. **Fairness:** All grievances will be investigated and resolved in a fair and objective manner.
3. **Thorough Investigation:** The Tribe will ensure that all grievances are thoroughly investigated to determine the facts and reach an appropriate resolution.
4. **Timely Resolution:** The Tribe recognizes the importance of resolving grievances promptly to minimize workplace disruption and maintain employee morale.

The Tribe also recognizes the important role of Tribal Employment Rights Offices (TEROs) in supporting employee rights and facilitating the employment of Tribal members.

#### **18-404. GRIEVANCE STRUCTURE**

Within ten (10) days after receiving a formal written grievance, the Human Resources Department shall forward the grievance to the Hearing Officer, who will review the grievance, hold a hearing, if necessary, and issue a decision on the grievance.

#### **18-405. GRIEVANCE PROCESS**

The following steps will be followed in the grievance process:

##### **Step 1: Informal Resolution**

An employee who believes they have a grievance should first attempt to resolve the issue informally with their immediate supervisor or with the supervisor of the Respondent of the grievance. The employee should discuss the matter with their supervisor or the supervisor of the Respondent and attempt to reach a mutually agreeable solution. Prior to filing a grievance with the Human Resources Office, an employee must provide proof of his/her attempt at an informal resolution.

##### **Step 2: Formal Grievance**

If the issue cannot be resolved informally, the employee may file a formal grievance in writing with the Human Resources Department. The grievance must be filed within twenty (20) working days of the date the employee knew or should have known of the incident giving rise to the grievance. The written grievance must include the following information:

- A. The employee's name and contact information
- B. The name of the supervisor or other individual involved in the grievance
- C. A clear and concise description of the grievance
- D. The specific remedy or relief requested by the employee
- E. Any supporting documentation or evidence

##### **Step 3: Supervisor Response**

Upon receiving a formal grievance, the supervisor or other respondent of the grievance will have ten (10) working days to provide a written response to the employee.

#### **Step 4: Processing of Grievance**

- A. The Human Resources Department shall provide the grievance and written response to the Hearing Officer for consideration. The Hearing Officer will review the grievance, any relevant documentation, and may conduct a hearing to gather additional information, if necessary. If the Hearing Officer finds that the grievance lacks merit, he or she may summarily dismiss the grievance and issue a written decision providing its reasoning for dismissal within ten (10) working days of receiving the grievance.
- B. If the Hearing Officer finds the grievance has merit, he or she may issue a decision based on the evidence submitted or may notify the Human Resources Department to request that hearing be scheduled, which shall be held within thirty (30) days of the receipt of the grievance.

#### **Step 6: Hearing**

- A. At least five (5) days prior to the hearing, both the employee that filed the grievance and the respondent shall receive all evidence from the other party.
- B. The Human Resources Department shall schedule the hearing and provide a minimum of five (5) days' notice to all parties.
- C. The entire hearing shall be recorded.
- D. At the hearing, the Hearing Officer shall administer the hearing and may ask the parties questions and/or request additional information.
- E. All parties shall have the right to appear and provide testimony and evidence.
- F. After all evidence is presented, the Hearing Officer shall excuse the parties and issue a decision in writing within five (5) days, which shall be served on both parties.

#### **Step 5: Final Decision**

The decision of the Hearing Officer is final and binding on all parties and not subject to appeal to any court.

#### **18-406. REMEDIES**

The Hearing Officer has the authority to provide the following remedies:

- A. Reinstatement;
- B. Back pay (to a total of not more than \$5,000 cumulative);
- C. Change in employment status if such an option exists;
- D. Affirm or reverse any decision regarding disciplinary action.

E. Recommend disciplinary action against the supervisor or other individual involved in the grievance in accordance with procedures otherwise outlined in 18-302; and/or,

F. Any other relief deemed appropriate by the Hearing Officer that complies with this Title.

#### **18-407. SOVEREIGN IMMUNITY**

Nothing in this Title shall be construed to waive the Tribe's sovereign immunity or the sovereign immunity of any of its employees, agents, officers, or officials acting in their official capacity. The Tribe explicitly provides that by engaging in this internal grievance process, it does not waive its sovereign immunity. This grievance process is an internal mechanism for resolving disputes among Tribal employees and does not create any rights or remedies enforceable in any court of law. Any waivers of immunity must be explicitly approved by the Tribal Council.

#### **18-408. CONFIDENTIALITY**

All parties involved in the grievance process are expected to maintain confidentiality. Information shared during the process should not be disclosed to individuals who are not directly involved in the grievance. Substantiated breaches of confidentiality may be cause for disciplinary action against the disclosing party.

#### **18-409. RETALIATION**

Retaliation against an employee for filing a grievance or participating in the grievance process is strictly prohibited. Any employee who engages in retaliation will be subject to disciplinary action, up to and including termination.

#### **18-410. SEVERABILITY**

If any section or sub-section of this title is held to be invalid by a court of competent jurisdiction, the invalidity of such section or sub-section shall not affect the balance of the section or sub-section or any other part of this Title, which shall remain in full force and effect.