

**Tulalip Tribal Entities
Preference Code
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Tulalip Tribal Entities

Preference Code

PREAMBLE AND SUMMARY

This Code establishes a procedure for all Tribal entities to utilize the same preference policy to ensure consistency in the hiring and an advancement process which includes, but not limited to: promotions, employee development, transfers, dual rates, re-organizations and detailments.

PURPOSE: Vision and Mission

We gathered at Tulalip are one people. We govern ourselves. We will arrive at a time when each and every person has become most capable. We make available training, teaching and advice, both spiritual and practical.

EMPLOYMENT CATEGORIES

- Regular Full-Time Employees
- Part-Time Employees
- Temporary Employees
- On-Call Employees
- On Going Positions
- Contract Employees
- Professional
- Administrative
- Medical
- Education
- Executive Management
- Intern Programs
- Independent Contractors (Consultants)

1 ONE CENTRAL EMPLOYMENT DEPARTMENT: A Central Employment Department (CED)
2 will be developed for all Tribal entities to ensure consistency in
3 procedures. All employment departments will report to one Central
4 Employment Department Director; (which will be an executive level
5 position) who will report to the three (3) entities General Managers (i.e.
6 The Tulalip Tribes Manager, Tulalip Resort Casino President COO and Quil
7 Ceda Village General Manager).

8
9 The CED Director will report to the Tribal Entities Consortium that will
10 consist of the Tulalip Tribes General Manager, Quil Ceda Village General
11 Manager and the President/COO of the Tulalip Resort Casino Operations.
12 The Consortium shall communicate with the CED on a weekly basis. (The CED
13 for administrative purposes only shall report to the Tulalip Tribes
14 General Manager).

15
16 Note: In the event of a conflict of interest the two remaining Managers
17 will address the issue and it will follow the standard procedures in
18 place. To prevent conflict, the signing of hiring packets will be
19 designated to the lower tier or designee.

20 The CED Standard Operating Procedures are created to ensure that the
21 Tribal preference code is enforced in hiring, promotions, employee
22 development opportunities, transfers, training, dual rates, and
23 detailments.

24
25 The Employment agencies will be combined and be housed in one location,
26 when location is identified.

27
28 JOB DESCRIPTION CONSISTENCY: A justification form will be required if a
29 job description exceeds standard job requirements (as determined by the
30 compensation committee) or entails changes. This form must be reviewed
31 and approved by the Director.

32 Note: The Tulalip Tribes CED will perform the review of each job
description for skills, requirements, education, job duties, and salary

1 ranges to ensure consistency of job standards. If there is an issue
2 regarding the job description, it will be brought back to the Tribal
3 entities consortium for resolution.

4
5 ON-CALL/TEMPORARY SKILLS BANK: The skills bank will be a required resource
6 for each entity to utilize in filling positions needed for on-
7 call/temporary employees in preference order through the Employment
8 Dispatch Specialist(s). The Tulalip Resort Casino requires work permits
9 and licenses through TGA.

10
11 ON-GOING REGULAR POSITIONS: The Central Employment Department will accept
12 applications for regular on-going positions on a continuous basis. On-
13 going positions and descriptions will be posted and available on the
14 Central Employment Department website and posted at the Tribal
15 locations. Positions will be filled in accordance to the preference tier.
16 All applications will be kept on file for six (6) months and TERO
17 preference applicants will be entered into the skills bank; however, it
18 shall be the responsibility of the applicant to update their applications
19 as jobs are advertised and to also update their personal contact
20 information.

21 Entities will provide a list of regular on-going positions for Tulalip
22 Tribes CED Director for review.

23
24 TRIBAL ENTITY CONTRACT EMPLOYEES: Contract employee positions will be
25 advertised and will adhere to the preference code. Nothing in this code is
26 intended to affect the authority of the Board of Directors to recruit for
27 professional or key positions, provided that such recruitment will be in
28 accordance with Tribal/Indian preference.

29 Employment contracts for management or supervisory positions shall contain
30 language that promotes the goals of Tulalip Tribal Entities Preference
31 Code.

1 TRIBAL ENTITY CONSULTANTS: Consultant contracts are subject to the
2 preference in contracting provisions of Ordinance 89.

3
4 SKILLS BANK/PRE-TESTING: TERO preference clients may utilize the TERO Pre-
5 employment specialist services to obtain assistance for pre-employment
6 basic skill tests. Tests available may include, but are not limited to
7 typing, math, and correspondence, report writing and ten-key. Test
8 results will remain in the applicant's file for up to one year, applicants
9 can re-test to improve their score. Mock interview training will be
10 available as requested.

11
12 If the TERO Preference client requires additional skills, they shall have
13 access to a variety of training and may contact TERO for referral services
14 and information on specific training for improvement of their skill
15 levels, to meet relevant testing requirements.

16
17 ADVERTISEMENT OF ALL POSITIONS:

18 All job vacancies will be advertised in a Tribal Flier to the Tribal
19 membership prior to advertising in other publications and on the
20 website/internet.

21
22 All job vacancies including in-house job opportunities shall be advertised
23 and posted through the central employment department for a minimum of
24 fourteen (14) calendar days in designated areas throughout the Tulalip
25 Tribal Community which will include, but not limited to: the Tulalip
26 Tribal Administration Office, Tulalip Resort Casino, Quil Ceda Creek
27 Casino, Tulalip Bingo, Employment Department(s), and Quil Ceda Village to
28 ensure proper notification.

29
30 If it is determined that a job needs to be re-advertised, it shall be re-
31 advertised for a minimum of seven (7) calendar days.

1 IN-HOUSE EMPLOYEE: shall mean any regular full time/part time employee
2 currently working at any Tulalip Tribal Entity excluding consultants.
3

4 IN-HOUSE ADVERTISEMENT: Positions may be designated to be filled through
5 in-house advertisements, which will include preference categories 1-5.
6

7 PREFERENCE TIER: Shall mean the preference tier sequence for hiring and
8 advancement. The CED shall determine the preference category of all
9 applicants (with proper documentation).
10

11 Only qualified applicants in the highest preference category shall proceed
12 to the next step in the hiring process. No applicants from a lower
13 preference category shall be considered for hire until all higher
14 preference category applicants have been processed. Individuals will be
15 hired according to the preference tier sequence as listed below:

- 16 1) Enrolled Tulalip Tribal Members
 - 17 2) Spouses, Parent of a tribal member child, biological child born to an
18 enrolled Tulalip Tribal Member, current legal guardian of a Tribal Member
19 dependent child (with a proper letter of temporary or permanent legal
20 guardianship from a court), or a tribal member in a domestic partner
21 relationship (with documentation).
 - 22 3) Other Natives/Indians shall mean any member of a federally recognized
23 Indian tribe, nation or band, including members of federally recognized
24 Alaskan Native villages or communities.
 - 25 4) Spouse of federally recognized Native American
 - 26 5) Regular current employees of the all Tulalip Tribal entities
 - 27 6) Other
- 28

29 TERO PREFERENCE TIER: Shall mean categories 1-4 (as listed above).

30 Tribal Spouse ID or marriage certificate must be provided.

31 Where federal laws or funding requirements preclude full implementation of
32 the preference tier categories of this Code, employment preference shall
be applied in two tiers (1) Indians/Native Americans, and (2) all others.

1 VETERAN POINTS: If applicants in the highest preference category being
2 considered for hire are a United States Military Veteran, they shall be
3 given further preference by being afforded five (5) additional points in
4 the interview process. Any spouse of an active or enlisted member of the
5 Military will receive an additional 3 points within the interview process
6 in their preference category.

7
8 UNITED STATES MILITARY: Military veterans shall be defined as a person who
9 has been honorably discharged from the active, reserve, or National Guard
10 armed forces of the United States including Army, Navy, Marines, Air
11 Force, and Coast Guard.

12
13 INTERVIEW QUESTIONS: The selection committee will prepare question and
14 answers in advance. The question and answers should be relevant to the
15 position. Interview question scoring may clarify whether a candidate meets
16 minimum qualifications, to the extent the interview answers may reveal
17 that a candidate does not satisfy the minimum experience, knowledge,
18 skills and education requirements as stated in the job description. Any
19 determination that a candidate did not meet minimum qualifications as the
20 result of an interview must be specifically documented; however, the
21 interview scoring shall not be the sole basis for elimination from the
22 hiring process.

23
24 TESTING: All required testing will be relevant to the position.

25
26 NOTIFICATION: All current employees and new hires shall be notified of the
27 Preference Code through a comprehensive job orientation session, outlining
28 the objectives of the Tribal Preference Code. Each employee will be given
29 a copy of the Preference Code and shall sign off for acknowledgement and
30 receipt of the document.

31
32 ADVANCEMENTS: All candidates that are equally qualified will be subject to
the Preference Code in promotions including: employee development, other

1 advancement opportunities, transfers, dual rates, and detailments; with
2 respect to the preference Tier as long as this does not conflict with the
3 funding criteria.

4
5 EMPLOYMENT, RECRUITMENT AND RETENTION: TERO preference clients shall be
6 offered a variety of services to prepare them for work which will help
7 them retain employment once they have been hired to include helping
8 correct performance deficiencies with the goal of avoiding termination,
9 whenever possible. The following training may be available: employment
10 opportunity, retention, recruitment, employee orientation, job
11 requirements, expectations, customer service, work ethics, diversity
12 training, resume writing, interview techniques, and test anxiety.

13
14 RE-ENTRY TO THE WORKFORCE: TERO Preference clients who have been
15 terminated for just cause, may become eligible to re-enter the workforce
16 prior to their prohibited or banned time period, once they have been
17 evaluated by the CED that processed their termination, agree to a referral
18 to the selected agency and must complete the recommended training and/or
19 treatment programs; also must provide documented proof of compliance and
20 completion of recommended training and/or treatment, to the CED to confirm
21 eligibility for the Tribal Entity which they desire re-entry of
22 employment.

23
24 The early Re-Entry provision above shall not apply to employees who are
25 terminated as a result of dishonesty, theft, embezzlement, unauthorized
26 appropriation of tribal funds, fraud, on the job criminal activity or
27 violation of drug and alcohol or sexual harassment policies.

28
29 APPLICATION ASSISTANCE: TERO preference clients will be offered assistance
30 in preparation of applications as requested.

31
32 EMPLOYMENT QUARTERLY/YEARLY STATISTICS REPORT: All Tribal entities shall be
required to track the preferential employees for retention purposes.

1 Tribal entities will supply a quarterly report to the TERO Commission by
2 the 8th day of the following month, to include the following numbers of;
3 all current employees, new hires, contract employees, dispatched
4 applicants and terminations. The information shall include: their
5 departments, employment level and preferential status.

<u>MONTHS</u>	<u>REPORT DUE</u>
7 Jan- March	April 8 th
8 April - June	July 8 th
9 July - Sept	October 8 th
10 October-December	January 8 th

11
12 EMPLOYEE MENTORING TRAINING PROGRAM: The TERO Commission will review and
13 coordinate annually with each tribal entity, and select ten professional
14 positions tribal-wide, based on availability of funding to participate in
15 the Mentor Training Program. The selected Professionals shall mentor,
16 assist with the development of a career ladder plan and train a Tribal
17 member in their respective field.

18 The Tribal intern will be paid a livable wage in accordance to the
19 Employment Preference Code SOPs, during their training period. The
20 progress of the intern will be reviewed quarterly by the Central
21 Employment Department Staff who will then submit a report to the TERO
22 Commission.

23
24 OVERSIGHT AGENCY: The TERO Commission is hereby authorized as the
25 "Oversight Agency" that will review the processes of the Central
26 Employment Agency for compliance of the Employment Preference Code and
27 will submit recommended changes and/or amendments to the Board of
28 Directors.

29 Note: CED employees will not be eligible to serve on the TERO Commission.

30 ISSUE/COMPLAINTS: A complaint can only be filed after bringing the issue
31 to the CED Director to resolve at the lowest possible level; if the
32 Director can not resolve the issue; a written complaint can be filed

1 within seven (7) calendar days from the alleged violation of this policy
2 or an alleged violation of the SOP of the CED.

3 The Tulalip Compliance department will assist with policy review for
4 current employees on promotions, employee development, other advancement
5 opportunities, transfers, training, dual rates, re-organizations and
6 detailments.

7
8 INVESTIGATIVE AUTHORITY: The TERO or Compliance Department will have full
9 investigative authority including access to all files regarding a
10 violation of the Preference Code. TERO/Compliance will process the
11 alleged violation either through receipt of a TERO Complaint or a TERO
12 review, regarding non-compliance of the Code. Once a compliance officer
13 makes an initial finding that the complaint has merit, the hiring process
14 will be suspended, if still in progress, pending further investigation.
15 The TERO Compliance Officers will investigate, process, or mediate, in the
16 same manner as a TERO or EEOC complaint or violation; resolving all issues
17 at the lowest possible level. If the Compliance Officer(s) can not resolve
18 the issue, and finds a violation, Officers will make an investigative
19 report to be delivered to the CED Director. The employee who is under
20 investigation cannot transfer, be detailed, or promoted to any other
21 position during this process.

22
23 INVESTIGATION REPORT: After the investigation is complete, an
24 investigation report will be prepared by the TERO Compliance Officer(s)
25 and submitted within five (5) days to the TERO Director to review. The
26 TERO Director will submit the report to the Consortium and the supervisor
27 of the person(s) who is under review, within two (2) calendar days.
28 Upon receipt of the report, the supervisor of any person(s) found in
29 violation of this code shall implement corrective action in accordance
30 with their respective personal policy or ordinance, which shall include
31 providing due process for any disciplinary action. The CED shall
32 immediately implement corrective actions to conform the hiring process to
the requirements of this Preference Code.

1
2 VIOLATIONS OF THIS PREFERENCE CODE: Violations of and/or actions contrary
3 to the provisions of this code shall be considered a violation of an
4 employment rule; including but not limited to:

- 5 1) Failure to adhere to preference tier sequencing in hiring/advancement.
6 2) Non-compliance or deliberate attempts to create extraneous, unnecessary
7 job requirements in the job descriptions and hiring process.

8
9 The following list is to be used as guide for the supervisor in assigning
10 penalties for such violations in accordance with the respective personnel
11 policy or ordinance.

12
13 **FIRST OFFENSE:** Written warning and the Supervisor/Manager shall refer the
14 employee to TERO for training on the preference code.

15 **SECOND OFFENSE:** (Minor) Violation of any employment rules, regulations or
16 procedures within one year; three day suspension. Supervisor/Manager
17 shall refer the employee to TERO for additional training on the preference
18 code.

19 **THIRD OFFENSE:** (Major) Violation of any employment rules, regulations or
20 procedures within one year; dismissal.

21
22 The CED shall have authority to rescind any employment offer made in
23 violation of this Preference Code, provided all the time requirements as
24 stated above have been complied with. Whenever a non-frivolous -complaint
25 is raised within the applicable time period, the CED shall, whenever
26 possible, suspend the hiring process prior to any employment offer being
27 made.

28
29 The Tulalip Tribal Entities shall submit a report to the CED Director to
30 verify compliance with disciplinary or progressive redirection action on
31 the employee who has been found to be in willful non-compliance of the
32 provisions as stated.

1 Prior to requesting approval from the Board of Directors; all employment,
2 policy and procedures and ordinance changes relative to this preference
3 code will be submitted to the CED Director for a review of a minimum of
4 fourteen days.

5
6 EMPLOYEE DESCRIPTIONS

7 EMPLOYEE: shall mean any regular, full or part time person employed at any
8 Tribal Entity.

9 REGULAR FULL TIME EMPLOYEE: shall mean an employee who works a minimum of
10 40 hours in a work week, that has passed there probationary period.

11 REGULAR PART TIME EMPLOYEE: shall mean an employee who works a minimum of
12 20 hours in a work week, that has passed there probationary period.

13 TEMPORARY EMPLOYEE: shall mean an employee dispatched for over 40 hours,
14 but not to exceed six months, to a designated position.

15 ON CALL POSITION: shall mean an employee that is dispatched to various
16 positions not to exceed forty hours.

17 PROJECT TEMPORARY EMPLOYEE: shall be for the pre-determined duration of
18 the project, in accordance with the budget.

19 CONTRACT EMPLOYEE: shall mean an individual that works part time or full
20 time under a contract of employment which is written with the terms,
21 rights, duties and conditions of the contract.

22
23 DEFINITIONS

24 CONTRACTOR: the general rule is that an individual is an independent
25 contractor if you, the person for whom the services are preformed, have
26 the right to control or direct only the results of the work and not the
27 means and methods of accomplishing the results.

28 CONSULTANT: shall mean an individual who possesses special knowledge or
29 skills and provides that expertise to the employer for a fee. Pays their
30 own social security, income taxes without payroll deductions, has no
31 retirement or health plan rights and is not entitled to workers
32 compensation coverage. Hours may vary according to the scope of work.

1 DUE PROCESS: Notice and a right to a fair hearing be afforded prior to a
2 deprivation, in accordance with the respective Personnel Policy and/or
3 Ordinance

4 EMPLOYER: shall mean Tulalip Tribal entities.

5 EXTRANEIOUS: shall mean inappropriate, irrelevant, unrelated or
6 unnecessary.

7 ORDINANCE: shall mean an Ordinance adopted by the Tulalip Board of
8 Directors that is a law within the boundaries of the reservation.

9 OTHER NATIVE/NATIVE AMERICAN/INDIAN: means any member of a federally
10 recognized Indian tribe, nation or band, including members of federally
11 recognized Alaskan Native villages or communities. It also includes
12 documented members of Canadian Indian tribes, bands or nations.

13 IN-HOUSE ADVERTISEMENT: shall include in-house employees and Tulalip
14 Tribal Members, Parent/Spouse of or Child of Tulalip Tribal member and
15 Legal guardian of a Tribal Member.

16 IN-HOUSE EMPLOYEE: shall mean any person currently working at any Tulalip
17 Tribal Entity.

18 LEGAL GUARDIAN: shall mean legal guardian of a Tribal Member Child with
19 proper Court documentation.

20 MOCK INTERVIEWS: shall mean to practice applicant interviews to improve
21 techniques and employment opportunities.

22 ON-GOING REGULAR POSITIONS: shall mean positions that are open on a
23 continuous basis and are hired regularly.

24 PARENT: shall mean a parent of a Tulalip Tribal member.

25 PREFERENCE TIER: shall mean the preference tier order that preference is
26 assigned. Only qualified applicants in the highest preference category
27 shall proceed to the next step in the hiring process; no applicants from a
28 lower preference category shall be considered for hire until all higher
29 preference category applicants have been processed.

30 RESERVATION: shall mean all lands and waters within the exterior
31 boundaries of the Tulalip Indian Reservation or within the jurisdiction of
32 the Tulalip Tribes.

1 SKILLS BANK: shall mean a data base which holds applicants information for
2 employment opportunities.

3 SPOUSE OF: shall mean the spouse of a Tribal Member or Other Native;
4 including documented domestic partners.

5 TERO: shall mean the "Tribal Employment Rights Office".

6 TERO PREFERENCE: Defined as tier preference 1-4.

7 TRIBAL MEMBER/MEMBER: shall mean any person who is an enrolled member of
8 the Tulalip Tribes.

9 TRIBAL ENTITY: shall mean all subsidiary entities of the Tulalip Tribes
10 and is intended to be as broad and encompassing as possible to ensure the
11 Ordinance's coverage over all employment and contract activities within
12 the Tribe's jurisdiction and the term shall be so interpreted by the
13 Commission and the Courts.

14 TRIBE: shall mean the Tulalip Tribes of Washington, unless the context
15 clearly indicates otherwise.

16 QUALIFIED: shall mean the applicant meets all minimum requirements in the
17 background check, application, and the elements of the hiring process.

18 VENDOR: shall mean an independent company that provides services or
19 products.

20 VIOLATION: Violation in this policy will pertain to non-compliance with
21 the requirements of this Code in the hiring process.