



Quil Ceda Village Employee Handbook

Value #5 We show respect to every individual

gʷəl bəʃhigʷəd čəʔ kʷi bəKʷ ʔi gʷət

Value #5 We show respect to every individual

Ḡ'al bəʔshig'əd čəʔ k'i bəK' ?i g'ət

Lifting up the Sky

Told by William Shelton, extended by the Lushootseed Department

A long time ago, when all the animals were still human beings, the sky was very low. It was so low that the people could not stand up straight. Every time they tried to do so they would bump their heads. They called a meeting together and discussed how they could raise the sky, but they were at a loss how to do so. No one was strong enough to lift the sky.

Finally the idea occurred to them that possibly the sky might be lifted by the combined efforts of the people, if all of them pushed against it at the same time. But then the question arose of how it would be possible to make all the people exert their efforts at exactly the same moment. For the different peoples would be far away from one another. Some would be in this part of the world, and some in another in another part. What signal could be given that all people would lift at precisely the same time?

Finally, the word yəhəw was invented for this purpose. It was decided that all the people should shout "yəhəw" together and then exert their whole strength in lifting the sky. In accordance with this, the people equipped themselves with poles. Everyone was included in the effort, even the smallest birds and insects. These little people would climb on the backs of the bigger people and raise their poles from there. When the time came, the people all braced their poles against the sky, and then all shouted in unison. Under their combined efforts, the sky rose a little. Some animals got longer poles. The little people climbed up on top of each other to get higher. Again, all the people shouted yəhəw and lifted the heavy weight. They repeated this until the sky was sufficiently high. Just before the final push, the little songbirds, sensing that success was near, began to sing, throwing their songs high up into the air.

This story explains the origin of the custom of shouting yəhəw when a number of people want to exert their combined strength in performing some strenuous work. The force is supplied in unison upon uttering the last syllable, which is drawn out very long, and the pitch of which is much higher than that of the first syllable. The word is used today when some heavy object like a canoe is being lifted. Today this word is considered a Lushootseed word, because the people have made good use of it.

After the sky had been lifted, everyone felt relieved. It was good to know that even the sky could be lifted by everyone working together, from the smallest to the biggest. But then after a while, people noticed that there was no birdsong in the air. It seems that when the sky was pushed up that last time, the birdsongs in the air were pushed up with it and got stuck there.

All of the birds had a meeting. All of most powerful birds with the biggest wings volunteered to fly up and try to get the songs back out of the sky. The Great Horned Owl flew up, but he could not even get close. All the different Hawks, Falcons and Eagles flew up with all their might, but none of them could make it. Little Winter Wren, the smallest bird then said, "I think I could do it." The big winged birds all just looked at her. "How could a little thing like you do what all of us can't do?"

Only the Bald Eagle said, "Let us listen to her plan. She sees things from a different point of view." The Winter Wren said that she would get on the back of the bird who could fly the highest, and then take off from there and see if she could get even higher. Bald Eagle said, "It is worth a try. Climb on my back." He took off and flew way up into the highest reaches of the air just below where the sky world starts. Then Winter Wren flew off, up as far as she could go. It was just a few feet, but it was enough for her to close her claws around the songs where they were stuck in the sky and pull them loose. She and the songs were carried back to earth on Eagle's back.

When they landed on earth, all the birds with big wings were embarrassed. Little Winter Wren started to hand out the songs. All the little birds, her relatives, got beautiful songs. (After all, she was only human.) The medium-sized birds got good enough songs. When it came time for the birds with big wings to get their songs, only croaking and honking and shrieking ones were left. That is why none of the big birds has a pretty song today. Only the Eagle got a pretty song. He understood that everyone, no matter who they are, can make a difference, and he gave Winter Wren a chance to prove herself. That is why if you hear him today, he makes a sound like a small bird, almost like a chirping, and it is very nice to hear. When you hear him, you might remember this story and its teaching. And you might remember yəhəw that belongs to our language.

QUIL CEDA VILLAGE EMPLOYEE HANDBOOK

(THIS INCLUDES ALL ENTITIES OF QCCCC, QCV, TDS, TULALIP PHARMACY, AND SALISH NETWORKS)

EFFECTIVE JANUARY 1, 2022

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1 INTRODUCTION

Welcome to the Tulalip Tribes and QCV! We are excited to have you as part of our team. You were hired because we believe you can contribute to the success of our organization and share the commitment to achieving our goals as stated in our mission statement. Every job is essential to fulfilling our mission every day to the people and the community of the Tulalip Tribes.

Quil Ceda Village (“QCV”) is dedicated to providing its Employees with:

- Competitive wages, benefits, and excellent working conditions;
- A positive and pleasant environment in which to perform your work; and
- Dignity, fairness, respect, and recognition in the workplace.

This Employee Handbook (“Handbook”) is provided for your use as a reference and summary of general information, Human Resources (“HR”) policies, work rules, and benefits applicable to you as an Employee of QCV. Please note that QCV Employees are expected to acquaint themselves and abide by all Tulalip Tribal Codes. HR can assist you if you have questions about how to access the Tulalip Tribal Codes at the Code Publishing website <https://codepublishing.com/WA/Tulalip/>.

We have a policy management software-to simplify the process of authoring, approving and distributing documents to our employees. Having a policy and procedure management software solution in place helps us manage the whole policy lifecycle, including providing a single resource where all policies and procedures will be easily accessible by each of you.

On the websites, employees will have access to applicable policies and procedures. “Printed copies are for reference only. Please refer to the electronic copy for the latest version.” HR, Compliance, or TDS Helpdesk can assist you with accessing the NAVEX/PolicyTech website. The website URL is <https://qcv.policytech.com>, you will need to use your network logon credentials to access the site.

Policies and procedures are the responsibility of each entity, division, department, or program to write, evaluate and maintain. The decision makers within your workflow will be responsible for making the determination of who will be an owner, writer, reviewer, or approver of policies.

Policies are approved by QCV Council/Tulalip Board of Directors.

The policies described in this Handbook apply to all QCV entities and departments, unless otherwise approved by the Tulalip Tribes Board of Directors. This Handbook, however, does not cover everything and cannot anticipate every situation, nor can it answer every question about your employment. QCV will advise you of changes, additions, or deletions in policies and procedures covered in this Handbook. When updates are circulated, you should add them to your original copy. Should any provision in this Handbook be found to be unenforceable and/or invalid, such finding does not invalidate the entire Handbook, but only the subject provision. **Nothing in this Handbook, or in any revision or supplement, shall constitute or be considered a contract of employment, or guarantee of individual employment for any length or period of time.**

Unless otherwise specified in writing, your employment and compensation can be terminated at any time, with cause, subject to your right to appeal as set forth in these policies. Please note, QCV specifically rejects the decisions of Courts which hold that government employees have a property interest in their jobs. The personnel policies and procedures in this Handbook set forth the terms, conditions, and standards of personnel operations for QCV. You are expected to acquaint yourself fully with the content of this Handbook and to establish an employment relationship based on a complete understanding of QCV personnel requirements, expectations, and methods of conducting personnel matters that affect your work.

Please feel free to contact the Human Resources Department if you have questions or concerns regarding Human Resources issues and applicable forms.

Please take time to review all of the information presented to you and sign the Employee Handbook Receipt and Acknowledgment (“Acknowledgment”), confirming your understanding of your employment relationship with QCV and that you have received a copy of this Handbook. A copy of this Acknowledgment will be kept in your personnel file.

2 AUTHORITY

2.1 SOVEREIGN IMMUNITY

Nothing in this Handbook waives the sovereign immunity of the Tulalip Tribes, QCV, any Employee, agent, attorney, or Board member from suit or the imposition of any judgment. Provided, that to the extent any separate Tribal law has, or may in the future, waive the sovereign immunity of the Tribes or any of its Employees, agents, or attorneys, nothing in this Handbook shall modify or limit any waiver in such separate Tribal law. Should a conflict arise between this Handbook and the Tulalip Constitution and Bylaws, the Tulalip Constitution and Bylaws shall prevail.

2.2 LINE OF COMMUNICATION

The line of communication should always be followed, both upward and downward. If you have a concern or problem, it should be directed to your immediate Supervisor, or if the immediate Supervisor is part of the concern, to your next level of supervision. Please check with Human Resources or your Supervisor for the line of communication in your department.

Managers must provide Human Resources with organizational charts and job descriptions every time there is a change AND every September 1st.

2.3 APPLICABILITY

All Employees are subject to the provisions in this Handbook with the exceptions of independent contractors and Contract Employees, unless included in the Employee Contract or Employees of departments where variances have been specifically adopted in writing by the Board of Directors.

The term “variance” shall mean an exception to the rules and requirements enforceable under this Handbook. A variance must be duly enacted in resolution by the Board of Directors and only applies to the Employees of one, single, distinct division or agency of the Tulalip Tribes/QCV named in the variance and not to all Tribal Employees.

This Handbook supersedes Tulalip Tribal Code, Chapter 9.10.

In this Handbook, the specific shall govern over the general.

Nothing in this Handbook shall be construed to limit the power and authority of the Tulalip Board of Directors to take actions with regard to the structure of the workforce and/or to this Handbook.

2.4 HANDBOOK REVISIONS

QCV shall submit proposed revisions or additions to this Handbook to the Tribal Entity Consortium. The proposal shall include legal review and recommendations from the Office of Reservation Attorney. All other proposals for revisions or additions must be submitted by a current Employee to QCV HR and follow the Handbook Revision SOP. QCV HR shall present the suggested revisions or additions to the HR Committee for review and make a recommendation. Compliance will then submit the suggested revision or addition and the HR Committee recommendation for the next regular Quil Ceda Village Council meeting. QCV HR shall maintain the current version of the Handbook and keep records of all past versions.

3 EMPLOYMENT

3.1 CLASSIFICATION OF WORKERS

3.1.1 REGULAR FULL-TIME

A regular Employee, who has successfully completed his or her probationary period, works a predetermined schedule of thirty (30) or more hours per week and maintains continuous regular employment status. All regular full-time Employees are eligible to receive all Employee benefits provided by Tulalip/QCV. For more information regarding benefits eligibility, please see the benefits section of this Handbook.

3.1.2 REGULAR PART-TIME

A regular Employee, who has successfully completed his or her probationary period, works a predetermined schedule of less than thirty hours per week and who maintains continuous regular employment status. Part-time Employees are eligible for limited types of benefits dependent on the number of hours worked. For more information regarding benefits eligibility, please see the benefits sections of this Handbook.

3.1.3 CONTRACT EMPLOYEE

An Employee under a written contract of employment. Contracted Employees shall not receive any of the benefits provided by QCV unless specifically provided for in their written contract. The appeal provisions in this Handbook do not apply to Contract Employees.

3.1.4 TEMPORARY/SEASONAL CONTRACTED EMPLOYEE

A Temporary Employee is a Contract Employee who is temporarily employed for a pre-determined length of time for a specific need or project. Temporary Contract Employees can work up to three (3) months or 288 hours and Seasonal Employees can work up to six (6) months or 960 hours. The General Manager can approve a short extension for extenuating circumstances. Temporary/Seasonal Employees shall not receive any of the benefits provided by QCV and can be dismissed at any time. The appeal provisions in this Handbook do not apply to Temporary/Seasonal Employees. Temporary/Seasonal Contract positions do not have to be advertised. Temporary/Seasonal Contract Employees cannot be detailed, reclassified, or transferred into a Regular Full-time or Part-Time position.

3.1.5 INTERN

An Intern is a Contract Employee who has been hired into a temporary training position for a specified limited duration.

3.1.6 INDEPENDENT CONTRACTOR

An individual or organization that is retained on a contractual basis to render specific services for a limited amount of time. They are not employees and do not have a right to the benefits or appeal provisions in this Handbook. Generally, these are individuals who possess an independent business license, who take responsibility for paying their own taxes or are hired through a temporary agency.

3.2 PROBATIONARY PERIOD

Newly hired Employees are required to successfully complete a probationary period of ninety (90) calendar days. Current Employees accepting a new position are required to successfully complete a probationary period of sixty (60) calendar days. An Employee may take approved leave during the probationary period; however, the expiration period of the probationary shall be extended for the same amount of time.

Before the end of the probationary period, the Supervisor shall recommend one of the following actions: (1) appointment to regular status; (2) dismissal; or (3) one-time extension of the probationary period up to sixty (60) calendar days.

If Supervisor fails to submit their recommendation within the probationary period, the Employee will automatically be appointed to regular status.

During the probationary period (or extension period), if it becomes apparent that an individual in probationary status does not meet the requirements or expectations of the position, or is otherwise unsuitable for employment in the position, the Employee may be dismissed with no right to the appeal process.

3.3 ORIGINAL HIRE DATE

A Regular or Contract Employee's Original Hire Date is considered the first day worked and shall be recorded as their "Effective Date of Hire". This is used to compute various benefits described in this Handbook.

If the Employee transfers from a different entity of the Tulalip Tribes, his or her Original Hire Date shall remain their Effective Date of Hire with the Tribes. If you separate from QCV and return within one-hundred and eighty (180) calendar days or less, you shall maintain your Original Hire Date unless you have been dismissed, retired, or received severance pay from QCV.

3.4 STATUS CHANGE

A Status Change is required for any changes in employment (i.e., transfer, reassignments, reclassifications, promotions, demotions, detailments, reorganizations, separations of employment, terminations, furlough, lay-off, reduction in workforce, retirement, pay for performance, supervisor changes, hire, etc.).

3.5 TRANSFERS

When in the best interest of QCV, the General Manager may authorize the transfer of an Employee from one position to another position within Tulalip/QCV. Transferred Employees must meet all job

qualifications, as stated in the job description. An Employee who transfers from another Tulalip Tribal entity shall also have the right to carry over their eligible leave benefits accrued with the other Tribal Entity to QCV.

3.6 REASSIGNMENT

A reassignment is a change from one position to another which is a result of a mutual agreement between the Employee and Tulalip, in lieu of demotion. This change may include a change in title and/or pay class level.

3.7 RECLASSIFICATION

If your assignments have changed as to kind and level of work, you or your Manager may initiate a request for change in position title and/or pay class level. This should be submitted in writing to your Manager. The request should outline the reasons why you feel the change is needed. All requests must be routed through your Executive. All recommended changes shall then be forwarded to the General Manager. If the General Manager determines that the position has changed sufficiently to warrant a change in position title, and/or pay class level, the General Manager may approve the revision. Budget limitations will be considered. A job description and status change must be included showing the recommended changes in the position title, duties, and/or pay, and approved/required signatures.

3.8 PROMOTIONAL OPPORTUNITIES

The purpose of this section is to provide greater opportunities for promotion from within and to improve the upward mobility potential for qualified Employees. The Executive shall decide whether an opening is eligible internal promotion. The Executive must follow the Employment Code and Promotional Opportunities SOPs managed by QCV HR when following this section. The following procedures for the filling of regular position openings have been developed to encourage and support career advancement of Employees. Selection shall be based upon job-related factors that shall include, but are not limited to, relevant work experience and performance history, applicable education and/or training, interview and required skills, knowledge, and abilities. Employees who are promoted are required to successfully complete a probationary period as defined in this Handbook.

The Department Manager and Executive shall announce the promotional opportunity. Only current Employees in the department are eligible for consideration. The Department must contact Human Resources to verify that the nominee(s) meets the qualifications for the position. Final selection must be approved by the General Manager.

The following factors will be considered when evaluating an Employee for promotion:

- Quality of interview
- Quality of work performance
- Productivity and efficiency
- Relevant job experience
- Attendance record
- Attitude (initiative, compatibility, adaptability)
- History of corrective action
- Training and education

- Employee must have continuous employment in current department for the preceding six-month period

Tribal Preference shall apply to all promotional opportunities.

An Employee who is promoted shall be paid the hiring rate for that position or in the new pay range, whichever is higher than what they were presently earning.

3.9 DETAILMENTS

QCV may temporarily detail an Employee to a current position to meet the needs of the organization. Employees may be detailed to assist a department in meeting staffing requirements, to temporarily fill a job vacancy, to provide special skills and/or to provide specialized training. Employees on detail will retain all rights and benefits accrued under their original position. Employees detailed to a position do not accrue any right to continued employment in the detailed position. Employees who are detailed to a higher paying position shall be paid at the higher rate of pay for the duration of the detail, beginning with the first day of the detail. Employees detailed for a period of six (6) months or longer may be placed into the detailed position as a regular full-time Employee, as long as the Employee demonstrates the experience or skill level to successfully hold the position and upon approval from the General Manager.

3.10 REORGANIZATION

When in the best interest of the organization, the General Manager may approve reorganization of a department. A reorganization plan must be submitted in writing by the Department Executive, to the General Manager, justifying suggested changes that will occur in the reorganization. The following documents must be attached: organizational charts, job descriptions, performance evaluations, and proposed status changes. Once the plan has been approved and the status changes signed by the Department Manager and General Manager, they will be given to the Employee for their signature along with a copy of their new job description. Tribal Preference will also apply when applicable.

3.11 SEPARATION FROM EMPLOYMENT

Separation from employment may occur due to resignation, dismissal, lay-offs, reduction in force, retirement, or death.

3.11.1 EXIT INTERVIEW

Human Resources shall conduct an exit interview upon an Employee's resignation or transfer. The exit interview documentation shall be kept in the Human Resources Department.

3.11.2 RESIGNATION

An Employee planning to leave employment with QCV must submit a written and signed resignation to the Supervisor two weeks in advance of the proposed departing date. The Department Manager or Executive responsible for the Employee may authorize a shorter period of notice due to extenuating circumstances, or when in the best interest of the Tribes to do so. This must be reflected in the Status Change. Any Employee who has submitted a resignation must perform regular duties until the resignation date.

The last day worked by an Employee shall be considered the date of separation.

Employees who resigns from two (2) QCV positions within a 12-month period will not be considered for rehire by QCV for a period of 12-months from the date of the second resignation. This shall not apply to employees who resign one QCV position to accept another position within the Tribe.

3.11.3 FURLOUGH

In the event the Tulalip Board of Directors determines that a furlough is in the best interest of Quil Ceda Village and/or any of its entities the Board of Directors shall issue by resolution a directive. A furlough is mandatory time off from work without severing the employer-employee relationship when circumstances arise requiring QCV to request all or some of its work force to stay home. The General Manager shall work with the Department Executives to determine their workforce needs. All employees, including regular, full-time, part-time, contract, seasonal and temporary employees may be subject to a furlough per Board resolution.

Any employee who is on Qualified Medical Leave (QML), Leave without Pay (LWOP), or Maternity/Paternity Leave, at the time of furlough shall have their QML, LWOP, or Maternity/Paternity Leave halted for the duration of their furlough, and it may resume when they are recalled to work. For furloughed employees who are on conditionals, Last Chance Agreements (LCA), or in their probationary period, the time which you spend on furlough will not count toward the completion of your conditional, LCA, or probationary period; the original end date will be extended for the length of time you were on furlough.

Employees will be recalled to return to their positions as business needs require. Some employees may be temporarily recalled and re-furloughed prior to returning to their previous full or part time position.

If possible, notice of a furlough shall be issued in writing to the staff two weeks before the start date. A furlough may be issued immediately in writing to staff when there is an unforeseen emergency, act of God, or extenuating circumstances which prevent Tulalip from issuing notice prior to instituting the furlough. Tulalip reserves the right to amend the furlough parameters at any time if evolving circumstances warrant changes.

3.11.4 LAY OFFS

The General Manager, after consultation with the Department Executive, and with two weeks written notice, may separate an Employee due to reorganization, lack of funds, curtailment of work, or job abolishment. A shorter period of notice may be given to an Employee under extenuating circumstances and/or when in the best interest of QCV.

3.11.5 REDUCTION IN WORK FORCE

In the event that a Reduction In Workforce becomes necessary, the General Manager and Department Executives shall determine which positions will be affected and will notify those Employees in writing. Such Reduction in the Workforce shall give mandatory preference in retention of Employees to those entitled to Tribal and Indian Preference with first preference given to members of the Tulalip Tribes and then to others with Tribal or Native Preference status. Thereafter, retention will be given on the basis of seniority or a combination of overall performance and seniority.

The following procedures shall apply to all Reductions In Workforce:

- The General Manager and Human Resources Executive Director shall administer the Reduction In Workforce.
- The General Manager and Human Resources Executive Director shall determine how the reduction in workforce will affect the workforce whether by position or department
- The General Manager shall determine the order of layoffs.
- Affected Employees will be notified in writing.

The conditions for recall or transfer and reassignment for regular Employees during or following a Reduction In Workforce are:

- **RECALL.** An Employee who is involuntarily separated from the work force as a result of a layoff or reduction in force may be recalled to the Employee's former position, if the position is reestablished within 12 months of the layoff date and the Employee is in good standing with QCV.
- **OFFER OF TRANSFER.** Employees in good standing, may not be involuntarily separated as a result of Reduction In Workforce before the Employee has been made a reasonable offer to transfer, if such an offer is immediately possible and provided the Employee is qualified to do the available work. The General Manager may transfer an Employee to a vacancy in a lower level position and at a lesser salary, provided the Employee is qualified to perform the work and agrees to the transfer.

3.11.6 RETIREMENT

Full-Time employees that have worked continually for ten or more years, with no break in service may be eligible for Retirement.

Employees must request retirement benefits within sixty (60) calendar days after separation from QCV. Contact Human Resources for information regarding the Quil Ceda Village Retirement Policy.

3.12 REHIRE POLICY

3.12.1 CONDITIONAL RE-HIRE AGREEMENT

QCV may offer employment to a former Employee who has been dismissed for cause, or who has an unfavorable employment history with Tulalip, if a review of the circumstances indicates that rehire does not present a threat to the Employees, assets, and/or customers of QCV. The former Employee may be rehired by QCV, subject to the Verification of Employment and agreement by Human Resources and the General Manager, with the stipulation that the Employee agrees to work under the terms outlined in a Conditional Rehire Agreement. The terms of the Conditional Rehire Agreement shall be specific to each individual, based upon the reason for the former Employee's unsatisfactory work history.

The Agreement shall outline the following information:

- 1) Reason for the former Employee's unsatisfactory work history;
- 2) Terms of the Agreement (i.e., attendance requirements, performance expectations, training requirements, etc.);
- 3) Duration of the Agreement (up to 180 calendar days). This timeline begins on the Employee's first working day.
- 4) Acknowledgement that the Employee may be dismissed at-will during the term of the Agreement.

If an Employee is dismissed from employment after signing a Conditional Rehire Agreement, the Employee shall not be considered for employment with QCV for a six (6) month period after dismissal.

3.12.1.1 VIOLATION THAT MAY PROHIBIT REHIRE

A former Employee who has been dismissed for violations of the Employee Handbook may be denied rehire consideration. The following violations are examples of violations that may cause a former Employee to be denied employment consideration:

- Acts of dishonesty, to include but not limited to the following:
 - Falsification of records, including filing false claims or reports; or
 - Misrepresentation or falsification of employment qualifications or other credentials.
- Theft, to include but not limited to the following:
 - Embezzlement – A fraudulent act of acquiring funds or property entrusted to your care, but actually owned by someone else; and/or
 - Theft of property (whether personal or owned by QCV or the Tribe)
- Release of confidential information.
- Willful destruction, misuse or damage of any property, funds or assets of QCV, Tulalip, Employee, or guest.
- Any conduct involving verbal, written, and/or physical assaults to anyone.
- Rude, discourteous, offensive, or abusive language or conduct towards supervisors, other Employees, guests or customers of QCV, Tulalip Tribes or its facilities; threatening, intimidating, or coercing another Employee or Customers
- Harassment, Discrimination and/or Bullying.
- Workplace Violence.

3.12.2 REHIRE FOLLOWING RESTITUTION

When an Employee separates from employment in connection with conduct involving theft, embezzlement and/or is convicted of any offence involving dishonesty theft, or embezzlement, the following rules shall apply:

The former Employee may not be eligible to apply for any position at Quil Ceda Village from the date of dismissal for the number of years specified below:

| Loss Amount | No. of Years |
|--------------------|---------------------|
| \$0.00 -- \$1,500 | One Year |
| \$1,501 -- \$2,500 | One Year and a Half |
| \$2,501 -- \$5,000 | Two Years |
| \$5,001 and over | Three Years |

Restitution for any loss must be paid in full prior to re-hire. **The former Employee may not be considered for positions requiring financial responsibility and authority.**

3.13 PERSONNEL FILE

Each Employee has a confidential personnel file that is maintained by Human Resources. QCV believes that your entire work record is important. For this reason, documents that become part of your file at any time during your employment with us will be reviewed and considered when an evaluation of your work performance is made. Records maintained in personnel files are at the discretion of Human Resources and include, but are not limited to: resumes, job applications, offer letters, confidential agreements, status changes, performance evaluations, dates of employment, rates of pay, awards, corrective action, training certificates, etc. It does not include, for example, work product, routine email correspondence, daily work or communications in your position, confidential employee fact-finding investigation materials, and/or background check documents. Confidential employee fact-finding investigation materials are not available for review by the Employee. Personnel files also do not include medical, or INS Form I-9. Such information is maintained by Human Resources in separate confidential file(s).

To ensure that your personnel file is up-to-date at all times, it is your responsibility to notify the Human Resources Department of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designation, scholastic achievements, individuals to notify in case of an emergency, etc.

Personnel files are considered confidential and the property of Tulalip. While you may review your own personnel file in the presence of Human Resources at reasonable times upon request, information in personnel files will be disclosed only to those persons with a legitimate need to know it. You may submit a written request for a certified copy of your personnel file.

3.14 VERIFICATION OF EMPLOYMENT

QCV maintains confidentiality of Employees' records and personal information. All requests for employment verifications and/or references must be directed to the Human Resources Department. QCV will respond to requests for employment verifications and references, regarding current and former employees, by disclosing only the dates of employment, current or last position held, and (with appropriate written authorization from the employee) current or last compensation level. Under some circumstances additional information may be provided, but only if the arrangement is in writing, includes a release of all potential claims by the Employee and is signed by the Employee. [Res. 2019-351; Res. 208-330; Res. 2016-460].

4 PAY AND BENEFITS

4.1 NON-EXEMPT/EXEMPT STATUS

4.1.1 NON-EXEMPT STATUS

An Employee who is covered by minimum wage, overtime, and time reporting provisions. A Non-Exempt Employee receives an hourly wage and is eligible for overtime pay at the rate of one and one-half (1 ½) times his/her regular rate of pay for all hours actually worked in excess of forty (40) hours in the work week. Non-Exempt Employees must maintain a record of the total hours worked each day of the week and must certify that all hours of work have been accounted for during the week. All hours for Non-Exempt Employees must be accurately recorded on an appropriate timesheet to be totaled and verified by the supervisor/manager (if Supervisor is unavailable). No work can be performed prior to clocking in

or after clocking out unless specifically requested to work. Timesheets for all Non-Exempt Employees should reflect time taken off for all types of leave, paid or unpaid. Non-Exempt Employees who forget to complete their timesheet, need corrections or are unable to complete their timesheets must notify their supervisor immediately so that a proper entry can be made on the records.

4.1.2 EXEMPT STATUS

An Employee who is exempt from the minimum wage, overtime, and time reporting provisions. An Exempt Employee *does not accrue or receive comp time or overtime compensation*, and is paid a salary for the value of his/her services not based on hours worked. Exempt Employees are required to work during business hours or on an approved flexible schedule. The supervisor of an Exempt Employee may authorize a flexible schedule without taking annual leave (i.e., leave early for a doctor's appointment). This is not compensatory time. Exempt Employees are expected to be available as business needs require, which may require working extended hours above and beyond a regular workday to include working evenings, weekends, and holidays.

Exempt Employees are not required to clock in or out or maintain records of their time unless for a specific project (i.e., grant reporting purposes).

4.1.3 TREATY TAX- EXEMPT STATUS

There are some positions at QCV that may be eligible for Treaty Tax Exempt status. HR and Finance shall keep a current list of positions that qualify for this tax-exempt status.

4.2 PAY SCALE

An Employee will be paid at the step authorized by the Department Executive/Manager with final approval of the General Manager. Employees shall be evaluated annually to determine eligibility for salary increases. However, salary increases can be approved at any time. No Employee shall be paid less than the Federal and Tulalip minimum wage. Salary increases may be granted for one of the following reasons: pay for performance, cost of living, transfer, promotion, or reclassification. The Board of Directors may, if funds are present, authorize cost of living adjustments.

4.3 WORK HOURS

The workday for regular full-time Employees is normally 8 hours or 10 hours (a normal work week is forty (40) hours). Various factors such as workload, operational efficiency, and staffing needs may require variations in your starting or quitting times and total hours worked each day. QCV reserves the right to assign Employees to jobs other than their usual assignments, when needed. QCV may authorize Employees to work overtime hours as business necessitates. Your Manager may approve use of a regularly scheduled flex or modified work schedule (i.e., 4/10-hour days, etc.).

Non-exempt employees are required to clock in and out immediately prior to the beginning of your shift and immediately after your scheduled shift. Clocking in or out for lunch break periods is not required, unless otherwise directed by Supervisor or Manager.

Employees are not permitted to clock in or out for another Employee and are subject to corrective action if found doing so. Falsification of time records or improper recordings of working time are subject to corrective action up to and including dismissal.

4.4 MEAL PERIODS

An Exempt Employee is expected to effectively handle his/her meal and break schedule. A Non-Exempt Employee who works at least four (4) hours will be provided an unpaid meal period of at least thirty minutes and thirty minutes paid for a total of a one (1) hour lunch break, approximately mid-way through the workday. Employees who work less than (4) hours, will be paid exact hours clocked in. Employees are expected to take their meal periods. If a Non-Exempt Employee is asked to work through a meal period or is called to work during a meal period, the Employee shall be paid for this time and/or can take a later lunch, at the approval of the supervisor. Employees cannot waive or shorten their lunch break or break periods in order to leave early, without supervisory pre-approval.

4.5 REST BREAKS

An Exempt Employee is expected to effectively handle his/her rest break period schedule. A Non-Exempt employee will be provided one (1) paid fifteen (15) minute rest period for every four (4) hours worked – for a total of two rest breaks, in addition to a lunch break during a normal full-time workday. Rest breaks may be taken on a schedule or intermittent basis as determined by your supervisor. These rest periods are for the purpose of a few minutes of relaxation. Rest breaks are paid, but may not be used to extend a lunch period, leave early, or arrive late without supervisor pre-approval.

QCV shall also provide a reasonable paid break time for any Employee who needs to express breast milk for her nursing child for one (1) year after the child's birth each time such Employee has need to express the milk. QCV will also provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an Employee to express breast milk.

4.6 PAY PROCEDURES

Employees will be paid on a bi-weekly basis. If the payday falls on a holiday, QCV may distribute payroll on the working day proceeding the normal payday at the discretion of the General Manager. Discrepancies on your paycheck should be submitted in writing to your Supervisor/Department Manager and Payroll as soon as discovered, but no later than ninety (90) calendar days after issuance of the paycheck. Payroll shall investigate and notify the Employee of its findings, in writing, within thirty (30) days. Payroll shall review discrepancies brought after ninety (90) days in extenuating circumstances.

4.7 OVERTIME AND COMP TIME - FOR NON-EXEMPT EMPLOYEES

To meet business schedules and needs, it may be necessary for you to work overtime. Any overtime must be approved in advance by your Supervisor. Any Employee working unapproved overtime may be subject to corrective action.

Non-Exempt Employees shall be paid approved overtime or accrue comp time at one and one-half times their regular hourly rate for hours worked in excess of forty (40) in a work week. Paid or unpaid absences from work are not considered time worked for overtime computation purposes.

If you are an Employee performing work in two or more positions with more than one hourly rate of pay, your overtime pay will be calculated at the pay for the job that placed you into overtime hours.

Compensatory time can be accrued up to 240 hours for non-exempt employees. Such Employees will attempt to take compensatory time within thirty (30) days of its occurrence if scheduling permits. Non-exempt employees shall not lose accrued compensatory time and if terminated must be paid for all accrued compensatory time. Requests for leave for compensatory time shall be done in accordance with annual leave requirements and are to be approved and scheduled with their supervisor. Compensatory

time accrued in excess of 240 hours earned by nonexempt employees shall be paid at one and one-half times the hourly rate of such person. Compensatory time, when required to be paid, will be paid based on the hourly rate of the employee at the time the compensatory time was earned.

4.8 PAYROLL DEDUCTIONS

Payroll deductions required by law will be made from your wages. Other deductions may be made from your wages, such as, but not limited to loans or other debt repayment to the Tribes. Upon dismissal of employment, deductions may be taken for outstanding advances, QCV property not returned by you, and other legally permissible deductions.

Employees having delinquent financial obligations to the Tribes/QCV shall have 15% of their gross earnings per pay period deducted until their debt to the Tribes is paid in full. This is in addition to any voluntary deduction and/or any deductions required under law.

4.9 SALARY ADVANCES

Only two (2) total advances per calendar year may be granted.

4.10 COST OF LIVING ADJUSTMENT

The Board of Directors may, if funds are present, authorize a Cost of Living Adjustment.

4.11 FINAL PAYCHECK UPON SEPARATION OF EMPLOYMENT

The final paycheck shall be direct deposited or picked up on the next regularly scheduled payday. The final paycheck will include all available, but unused, Annual Leave and comp time, minus any deductions for costs owed to QCV. You are required to return all Tulalip/QCV property in your possession prior to receiving your final paycheck.

4.12 PAID AND UNPAID LEAVE

Each hour of leave (this does not include flex time), whether paid or unpaid, must be authorized in writing by your Supervisor or designee.

4.12.1 ANNUAL LEAVE

All Regular full-time and part-time employees are eligible to receive annual leave with pay. Employees are eligible to take paid annual leave once accrued. Contract Employees shall receive all of their Annual Leave per Contract Year upfront. Annual Leave earning rate calculations are based on an Employee's anniversary of his/her Original Hire Date. The earning rate shall increase at the beginning of the fourth, eighth, and twelfth anniversary of the Original Hire Date unless otherwise approved. Accrued shall be prorated for employees who work less than forty hours per week.

| ORIGINAL HIRE DATE | | RATE | MAX. DAYS ALLOWED |
|--------------------|--------------------------------------|------|-------------------|
| 0 - 3 | Original Hire Date up to three years | 1.54 | 10 days |
| +4 | Original Hire Date 4-7 years | 2.31 | 15 days |
| +8 | Original Hire Date 8-11 years | 3.08 | 20 days |
| +12 | Original Hire Date 12 + years | 3.84 | 25 days |

With prior supervisory approval, Annual Leave may be used in lieu of sick leave when all sick leave benefits have been exhausted.

Employees may carry up to two years of accrued leave in their annual leave balance. Once an Employee’s leave balance reaches the maximum allowed, annual leave hours will stop accruing. In extenuating circumstances, the General Manager may approve a higher accrual.

| ORIGINAL HIRE DATE | | LIMITED HOURS ACCRUAL – TWO (2) YEARS |
|--------------------|--------------------------------------|---------------------------------------|
| 0 - 3 | Original Hire Date up to three years | 160 hrs. |
| +4 | Original Hire Date 4-7 years | 240 hrs. |
| +8 | Original Hire Date 8-11 years | 320 hrs. |
| +12 | Original Hire Date 12 + years | 400 hrs. |

An Employee may cash out a portion of their annual leave. Quil Ceda Village will require that an Employee leave 40 hours of annual leave in their personal leave balance when cashing out personal leave.

Employees who have available Annual Leave shall be permitted to transfer earned Annual Leave to any other Employee. Such transfer can be used as sick leave or annual leave on a dollar value for dollar basis. Such transfer of annual leave shall be allowed only when (i) approved by the General Manager; (ii) the Employee receiving the leave has shown an emergency need for the additional leave exists; and (iii) if the donating and receiving employee work for Quil Ceda Village.

Exempt Employees must submit requests for Annual Leave in full day increments. Requests for time off for leave in less than full-day increments should be handled as flex time in arrangement with the Employee’s supervisor.

4.12.2 SICK LEAVE

Sick leave is granted only in the following instances:

- Personal illness or accident;
- Medical, dental, or optical consultation, examination, or treatment;
- Maternity/Paternity leave;
- Exposure to a contagious disease that would endanger the health of co-workers;
- To care for a dependent child due to injury/illness; or contagious disease within the employee’s immediate household which requires the Employee’s personal care;
- Participation in an approved program for the treatment of alcohol or drug abuse; and/or
- During an approved QML.

All regular full-time and part-time Employees are eligible to receive paid sick leave after it has been earned. Advances on sick leave may not be taken.

Regular full-time employees accrue sick leave at the rate of .05 (example 80 hours multiplied by .05 rate equals four (4) hours earned sick leave). Accrual shall be prorated for employees who work less than forty hours per week.

Unused sick leave shall be earned and carried over from year to year. All earned sick leave is forfeited without compensation upon separation of employment.

Exempt Employees must submit requests for Sick Leave in full day increments. Requests for time off for sick leave in less than full-day increments should be handled as flex time in arrangement with the Employee's Supervisor.

4.12.2.1 SICK LEAVE TRANSFER

Employees shall be permitted to transfer Sick Leave to another employee on an **hour-for-hour** basis under the following limitations:

- Employees maintain 80 hours of sick leave in their personal leave balance when transferring sick leave to another employee.
- An employee donating leave may not donate more than 240 total hours in a calendar year.
- Employees who are not on approved Qualified Medical Leave or Maternity/Paternity leave may receive only the amount of sick leave needed to cover their absence.
- Employees who are on approved Qualified Medical Leave may receive up to the amount necessary to cover their Qualified Medical Leave once they have depleted their own paid leave.
- Employees who are on approved Maternity/Paternity Leave may receive up to the amount necessary to cover their Maternity/Paternity Leave once they have depleted their own paid leave.

Such transfer of sick leave shall be allowed **only** when (i) approved by the General Manager; (ii) the employee receiving the leave has exhausted all other available paid leave at the time of the request; (iii) if the donating and receiving employee work for Quil Ceda Village; (iv) when the employee receiving the leave is absent for the following reasons;

- A serious health condition, surgery, or procedure; Serious Health Condition means an illness, injury, impairment, physical or mental condition that involves inpatient care or continuing treatment by a Health Care Provider.
- To care for a dependent child due to serious health condition, surgery, or procedure;
- On approved Maternity/Paternity leave;
- Or on approved Qualified Medical Leave.

Employees wanting to request for Sick Leave transfers shall contact Human Resources.

4.12.3 BEREAVEMENT LEAVE

In the event of a death of an Employee's family member, an Employee may be granted bereavement leave as outlined below to handle matters related to the death, including funeral preparations and the service.

All regular full-time and part-time Employees are eligible for bereavement leave beginning with their first full day of employment.

Eligible Employees shall receive up to ten (10) days of paid leave (not to exceed 80 hours) for bereavement taken within a reasonable consecutive time frame after the death of the following family members: spouse, children, parents, siblings, step, and foster children.

Eligible Employees shall receive up to five (5) days of paid leave (not to exceed 40 hours) for bereavement taken within a reasonable consecutive time frame after the death of the following family members: grandparents, great grandparents, grandchildren, great grandchildren, aunts, great aunts, uncles, great uncles, nieces, great nieces, nephews, great nephews, first cousins, step grandchildren, step parents, foster parents, parents-in-law, brothers-in-law, sisters-in-law, nieces-in-law, nephews-in-law, grandparents-in-law, uncles-in-law, aunts-in-law, first cousin-in-law, and parents who have lost an unborn child.

Spouse is defined as one of two individuals who are legally married to one another or who have obtained a certificate of domestic partnership. QCV reserves the right to request legal documentation to verify a spousal relationship. You and your spouse must not be legally separated.

Eligible Employees shall receive up to three (3) days of paid leave if they have been asked to participate as a funeral official or provide music, pall bearing or cooking services for the funeral. You are required to submit a letter from the family of the deceased or the Funeral Director confirming your participation. This letter must be provided to HR within three (3) days of your return to work. If the letter is not returned within three (3) days, the leave may be considered unexcused.

Exceptions for consecutive bereavement leave will be reviewed on a case-by-case basis and approved by the General Manager in the event that a funeral service is delayed. The following procedure must be followed whenever bereavement leave is requested:

Prior to taking or receiving any bereavement leave, you must contact your Supervisor. A Leave Request Form must be completed specifying your relationship to the deceased. The form must be submitted to your Supervisor for approval. In order to verify eligibility for bereavement leave, a Supervisor or Manager may request documentation from you. Documentation must be submitted on or within three (3) days from your Supervisor's request in order for the Bereavement request to be approved. Employees requesting to take leave beyond what is allowed in this section may utilize the following options when prior authorization has been obtained from their supervisor: Annual leave, leave without pay (LWOP) or approved compensatory time off for this purpose.

Employees who are on an approved Leave of Absence Without Pay shall not be eligible for the paid Bereavement Leave benefit.

4.12.4 PAID HOLIDAYS

All regular and part-time Employees shall be immediately eligible for paid holidays upon hire. Employees shall be paid holiday pay when a holiday falls on a day they are regularly scheduled to work and/or on an approved paid leave.

Tulalip will pay for the following holidays: New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving (one day only), Tulalip Day (day after Thanksgiving), Christmas Eve, Christmas Day (one day only), and Birthday Leave. Any other days of religious, cultural, or historic importance, which you wish to take off require prior approval, and must be taken as personal leave or leave without pay. Such days of religious, cultural, or historic significance shall be granted on a non-discriminatory basis.

Employees will also be granted paid Birthday Leave equivalent to one regular scheduled workday and cannot be taken in increments. Employees must request this leave in writing and obtain prior approval from the Department Supervisor/Manager. With approval, Birthday Leave may be taken on the actual birth date, or a scheduled workday after the birthday within one year of the Employee's birthday. In no circumstance can birthday leave be carried over beyond 365 days or cashed out upon separation of employment.

The Board of Directors may declare other days as administrative holidays with pay. When a holiday falls on a Saturday, it shall be observed the preceding Friday. When a holiday falls on a Sunday, it shall be observed the following Monday. Any other day appointed by the President or Congress of the United States as a holiday shall be reviewed and recognized at the discretion of the Board of Directors.

A Non-Exempt Employee required to work on a holiday shall receive twice the compensation regularly received by the Employee for all holiday hours worked. An Exempt Employee required to work on a holiday may make up the holiday on an alternate day to be scheduled with the supervisor's approval.

4.12.4.1 VARIANCE FOR QCV BUSINESS ENTERPRISE EMPLOYEES ONLY:

4.12.4.1.1 ELIGIBILITY

The following provisions apply to the holiday pay for Business Enterprise Employees:

- a. All regular full-time and part-time Enterprise employees are eligible to receive holiday pay.
- b. If you're scheduled to work on a holiday, you must also be present for your entire shift on the day of the holiday to receive holiday pay. A day of pre-approved paid leave is considered a day worked for the purpose of holiday pay eligibility
- c. The holiday pay benefit is paid at straight time. Eligible Enterprise employees will be paid holiday pay in addition to hours worked for any workweek in which a holiday falls. Full time Enterprise employees will receive eight (8) hours of holiday pay. Part-time Enterprise employees pay shall be pro-rated.

4.12.5 MATERNITY/PATERNITY LEAVE

An Employee may use available sick and/or Annual Leave to cover disability caused by pregnancy, abortion, related medical conditions, convalescence, or to care for newly born or adopted minor children or for the Father to assist the Mother of the newborn child while she is convalescing. Provisions of this policy also apply to Employees with newly adopted children. If absence is desired beyond the earned leave available, the Employee may request leave of absence without pay for up to and not to exceed an additional 180 days from the expiration of paid leave at the approval of the General Manager and Human Resources.

Maternity/Paternity leave without pay shall include continuation of medical benefits but QCV may require that the Employee reimburse QCV for additional benefit costs.

The Employee shall give two weeks written notice of his/her anticipated dates of departure and return, if possible. The Employee shall be reinstated to his/her former or equal position at his/her current rate of pay and shall retain all rights and benefits accrued during leave.

The Employee must return to work on the first scheduled workday following the expiration date of maternity/paternity leave. Failure to return to work on this date shall be interpreted as voluntary separation of employment.

4.12.6 JURY DUTY/SUBPOENA

QCV recognizes that it is your civil duty to report to jury duty. You must notify your Supervisor immediately if you have received a summons from the court. If the work you perform is considered essential, the Supervisor can request that you seek a postponement from the court. You are expected to immediately return to work when you are released from jury duty.

Employees who are summoned to jury duty will be paid the difference between their regular salary and the amount received from the court for serving as a juror (excluding any transportation allowance you may receive). You will be required to turn in a copy of the check or check stub from the court to receive the difference in pay. If you do not qualify, you are given time off without pay while on jury duty.

An Employee may use paid Annual Leave, or if not available, leave without pay if the Employee is subpoenaed as a witness in a Court case. An Employee shall receive regular pay, if requested, or summoned to appear in a court proceeding on behalf of the Tulalip Tribes/QCV.

4.12.7 EDUCATIONAL / SCHOOL VOLUNTEER LEAVE

All regular full-time Employees who have completed their probationary period shall be eligible to apply for Educational Leave and/or School Volunteer Leave.

Educational Leave may be granted to attend higher education and/or post-secondary education technical/vocational courses that are scheduled during work hours, but must be in subjects that are of benefit to your current job, job performance, or job requirements, subject to the approval of your Supervisor/Manager. (Classes before or after work hours will not be eligible for Education Leave).

School Volunteer Leave may be granted to volunteer at a preschool/daycare-Grade 12 school or to assist a dependent child with distance learning, subject to the approval of your Supervisor/Manager.

Educational and School Volunteer Leave, combined, shall not exceed a total of more than eight (8) hours per week.

Employees may receive up to four (4) hours per week (not to exceed eighty (80) hours of paid leave per calendar year) to volunteer in a preschool/daycare-Grade 12 school or to assist a dependent child with distance learning.

4.12.8 MILITARY LEAVE

QCV supports its Employees who serve in the military. If you are ordered to active duty or training as an U.S. armed forces reservist or a member of the National Guard, you shall be granted a leave of absence without pay for a maximum of forty (40) workdays in any calendar year. If you are called to active duty beyond the two-month period defined above, you must provide a copy of your orders to your immediate Supervisor. You will be put on leave without pay until such military duty is completed. You will be granted full re-employment rights upon completion of your military duty and shall be granted the former position or a position of equal stature and pay including any cost-of-living raises, which have been given. You must exercise this right within thirty (30) calendar days of completion of your tour of duty and return. If you choose not to exercise this right until after the thirty days, your re-employment rights shall be lost.

You must submit documentation confirming your call to military duty and a request for military leave to your immediate Supervisor. Upon return from military leave, you must present to your Supervisor a signed statement from the commanding officer indicating the dates of training or active duty.

While on military leave as a Reservist or as a member of the National Guard, you will receive all Employee benefits for the period of leave without pay not to exceed forty (40) days.

4.12.9 ADMINISTRATIVE LEAVE

The General Manager may authorize Administrative Leave with Pay to Employees, when necessary, to close business or designated departments or areas due to weather conditions, electrical failures, health/safety reasons, holiday closure, quarantine or other reasons when it is deemed to be in the best interest of Tulalip its Employees, and/or its customers. The General Manager will notify affected departments or Employees in writing when a specific circumstance has been reviewed and administrative leave with pay has been authorized.

A Non-Exempt Employee required to work during an Administrative Closure shall receive twice the compensation regularly received by the employee for all hours worked. An Exempt Employee required to work on an Administrative Closure may make up the Administrative Closure day on an alternate day to be scheduled with the supervisor's approval.

4.12.10 QUALIFIED MEDICAL LEAVE

A regular Tulalip Employee who has been employed with Tulalip for at least twelve (12) months, and who has worked at least 1250 hours during the previous twelve (12) month period is eligible to apply for a Qualified Medical Leave (QML) for qualifying family or medical reasons. You may receive up to twelve weeks of leave (or equivalent hours of leave; i.e., 480 hours of leave for full-time forty (40) hr/week Employees), during any twelve (12) month period under this policy. Tulalip shall maintain your employment eligibility status for a total of the twelve (12) weeks when on approved QML. Employees on approved QML may not engage in any other employment unless approved in writing. An Employee found to have engaged in outside employment that was not approved, while on approved QML, will have their leave revoked and may be subject to corrective action.

A leave of absence under this policy is subject to verification and approval of the Human Resources Department. You must submit an Application requesting QML to Human Resources with appropriate supporting documentation, preferably thirty (30) days prior to the absence. Notification must be in the application form provided by Human Resources. The notice should state the specific dates the leave is to begin and terminate. Additionally, you will be required to supply appropriate medical certification from a Health Care Provider. Tulalip may require a mental and/or physical fitness for duty certification upon return to work. Employees will be required to use available personal leave when taking QML time off from work before using LWOP.

Please see the Human Resources Department for additional information regarding QML eligibility and procedures for application. See also Tulalip Tribal Code Chapter 9.30.

4.12.11 LEAVE WITHOUT PAY

Supervisors may grant up to two weeks of Leave Without Pay (up to eighty (80) hours for full-time employees) in a twelve (12) month period, depending on circumstances and only after all other accrued paid leave has been exhausted. Hours will be prorated for part-time employees. Leave without Pay may be used for a pre-approved unpaid leave of absence from work or emergencies.

The General Manager may extend an Employee's Leave Without Pay in extenuating circumstances or to allow for a leave of absence.

4.12.12 LEAVE WITHOUT PAY AND EARLY OUTS

If a Non-Exempt Employee is sent home early from their scheduled shift due to business reasons, commonly referred to as an Early Out, this time will not count towards an Employee's Leave Without Pay

and a Leave Request Form and Leave Slip will not be required. If the Employee wishes to be paid for the hours they did not work, they may request Annual Leave and submit a Leave Form.

4.12.12.1 TRACKING LEAVE WITHOUT PAY HOURS

Payroll shall track Employee's Leave Without Pay hours and will notify the Employees and their Supervisor when they have exhausted all available Leave Without Pay.

It is the responsibility of the Employee to notify their Supervisor/Manager and Human Resources if their intent is not to return to work after the leave is over. Once an Employee has exhausted all Leave Without Pay, any further absences from work without paid leave available will be considered an unapproved absence, regardless of any supporting documentation, and will be cause for dismissal.

4.13 EMPLOYEE CONNECT

Tulalip cares about its Employees' well-being, which is why Tulalip has established a resource for Employees to use through Employee Connect.

4.14 OTHER BENEFITS

4.14.1 WORKER'S COMPENSATION

Worker's Compensation provides coverage to all Employees while on the job in case of an injury. You must report immediately to your Supervisor any injury occurring while on the job regardless of how slight the injury may seem to you. For more information, see Tulalip Tribal Code Chapter 9.15.

4.14.2 RELEASED FOR LIGHT DUTY OR RESTRICTED ACTIVITY

Any Employee with a work-related injury that is released to light duty (i.e. four-hour days, different position, etc.) or with restricted activity must report to the Human Resources Department prior to work. Human Resources staff will notify the appropriate supervisor that the Employee is eligible to return to work. In addition, the Employee must provide medical documentation that describes the limitations and/or restriction in detail, including any time element involved.

4.14.3 HEALTH, DENTAL, VISION AND LIFE INSURANCE BENEFITS

QCV will provide health, vision, dental, and life insurance benefits at no or minimal cost to eligible Employees. Coverage will begin with the first day of the month after hire. Health benefits shall expire upon dismissal of employment. Please see the Central Benefits Representative for plan details.

Under qualifying events, an Employee covered under the current health plan who would normally lose healthcare coverage, for example, due to reduction in work hours, or dismissal of employment, will be offered the opportunity to elect continuation of health care coverage at their own expense for a defined period. Please see the Central Benefits Department for plan details.

4.14.4 401K PLAN

Employees will be automatically enrolled in the 401(k) plan. Employee must opt out if they choose not to participate in the plan. Please see the Central Benefits Department for plan details. [Res. 2021-221; Res. 2019-351; Res. 2018-330; Res. 2016-460; Res. 2016-244].

5 WORK STANDARDS

5.1 ATTENDANCE

The normal workday for regular full-time employees is eight hours, 8:00 a.m. to 4:30 p.m., with a 60-minute lunch period and two 15-minute breaks. The normal workweek for full-time employees consists

of eight (8) hours per day, 40 hours per week. An Employee's work hours and workdays may vary from this schedule. Your manager may approve use of a regularly scheduled flex or a modified work schedule (i.e., 4/10 hour days, etc.). Each non-exempt employee shall use the clock in/clock out system provided when reporting and departing from work and shall complete time sheets to record all hours worked and leave taken. Exempt Employees are not required to clock in/clock out.

5.2 PROCEDURE FOR CALLING-IN TARDY OR ABSENCE

All employees must provide advance notification that you will be arriving late or will be absent. You must call in to (1) the designated Call-In Line; and also (2) your Supervisor.

When calling the Call-In Line, you will be asked to leave a message with your name, department, date, type of leave to be used, explanation, and expected time of arrival, if tardy. If you are unable to reach your Supervisor, you must either leave a detailed voice mail message, and/or send an email with your name, date, type of leave to be used, explanation, and expected time of arrival, if tardy.

5.2.1 VARIANCE FOR QCV BUSINESS ENTERPRISES ONLY:

5.2.1.1 VARIANCE - ADDITIONAL ONE OR MORE HOUR NOTIFICATION REQUIREMENT

You must notify the QCV Human Resources and your Supervisor of your intent not to work your scheduled work shift. This notification must be received a minimum of one (1) or more hours prior to the start of your scheduled work shift. Failure to comply with the one-hour prior call-in requirement shall result in corrective action as follows:

(1st occurrence) written warning and sign an Attendance Assurance Agreement;

(2nd occurrence) suspension for three (3) days without pay;

(3rd occurrence) Last Chance Agreement;

(4th occurrence) Dismissal.

5.3 UNEXCUSED ABSENCE

All absences are subject to the leave and flex policies outlined in this Handbook. Any absences other than illness or emergency will require pre-approval from your Supervisor. If you fail to obtain pre-approval when required, your absence may be considered an unexcused absence and shall be cause for corrective action.

Non-Exempt Employees who have exhausted all paid leave available to them, and who call in to work (due to illness or emergency, etc.) will have their absence recorded as Leave Without Pay and a Leave Request Form must be completed. A supervisor may complete the request if the Employee is unable to do so. Employees may also be required to furnish documentation of illness (i.e., a doctor's note) or emergency within three (3) days of the last absence. Any absence not verified with acceptable documentation will be considered unexcused.

An Unexcused Absence is subject to corrective action as follows:

(1st occurrence) written warning and sign an Attendance Assurance Agreement;

(2nd occurrence) suspension for forty (40) hours without pay;

(3rd occurrence) Last Chance Agreement.

Occurrence is defined as one (1) Unexcused Absence in a ninety (90) day period.

5.4 CORRECTIVE ACTION FOR TARDIES

If you have three (3) tardies, based on your established schedule, in a thirty (30) day period, you will be subject to corrective action as follows:

(1st occurrence within 6 months) written warning and sign an Attendance Assurance Agreement;

(2nd occurrence within 6 months) suspension for three (3) days without pay;

(3rd occurrence within 6 months) Last Chance Agreement.

Occurrence is defined as three (3) or more tardies in a thirty (30) day period.

A doctor's note will not excuse you for tardiness.

5.5 CALL-IN TARDINESS: FAILURE TO PROVIDE ADVANCE NOTICE OF ABSENCE

If you provide notification of tardiness as required by this section, but you are then absent without notification of absence, it will be treated as a No Call/No Show as defined in this section.

5.6 DOCTOR'S NOTES

Doctor's notes may be requested after (3) continuous days of illness. If requested, must be turned into Human Resources within three (3) business days from the last date of the absence, in order for an absence to be considered excused. Under no circumstances will a doctor's note be accepted beyond the three (3)-business day timeframe outlined in this section.

The doctor's note must excuse you from work for that day. Doctor's notes generally do not excuse; tardiness or No-Call/No-Show; however, are subject to review.

If doctor's notes are not provided within three (3) business days from the date you were absent, the absence will be subject to the provisions of the Corrective Action process. Forged or altered doctor's notes shall result in immediate dismissal from employment.

5.7 NO CALL – NO SHOW AND JOB ABANDONMENT

If you fail to report for your scheduled work shift, and you fail to provide notice (as required in this Handbook) of your intent not to work your scheduled work shift, your absence will be considered a No Call/No show. This includes any absence not reported within two (2) hours of the scheduled shift, and shall be subject to corrective action as follows:

1st No Call/No Show suspension of three (3) days without pay and sign and Attendance Assurance Agreement;

2nd No Call/No Show in a twelve (12) month period shall result in a Last Chance Agreement.

Two (2) consecutive No Call/No Shows shall be deemed job abandonment and shall result in immediate dismissal from employment. Last Chance Agreements are not applicable.

5.8 CONFIDENTIALITY

It is the policy of QCV to ensure that the operations, activities, and business affairs of QCV, and its Employees are kept confidential to the greatest possible extent. If, during the course of your employment, you acquire confidential or proprietary information about Tulalip/QCV or its Employees, such information is to be handled in strict confidence and is not to be discussed. All Employees are responsible for the internal security of such information.

Confidential information includes, but is not limited to, employment information obtained about an Employee, whether written or verbal, including information about pay rates, dates of employment, employment history, complaints, corrective actions, dismissals, coaching/counseling sessions and forms, other referral information, and performance matters. Confidentiality also extends to information obtained or discovered, whether verbal or written, during the course of any internal investigation, financial records, and other privileged information obtained as a part of your duties and responsibilities as an Employee of Tulalip/QCV.

- Employment records shall be confidential and not disclosed to any person, entity, or governmental agency without the consent of the employee involved, or unless otherwise allowed by current personnel policies and procedures, standard operating procedures, and/or other applicable law or regulation.
- Investigation records, materials, or any other information learned during the course of an internal investigation shall be confidential. Confidentiality under this section extends to Employee statements or complaints regardless of the Employee being investigated.
- Human Resources and other custodians of records shall maintain information obtained by them in the course of their employment as confidential.
- Human Resources Department may disclose an employment record to the following:
 - A custodian of the record (examples include: employee's Supervisor, the Human Resources Department, and Accounting/Payroll department);
 - The General Manager or other Executive when necessary to carry out his or her responsibilities, including but not limited to: the duty of supervising, discipline, investigation of violations of personnel policy and procedure, grievance matters, and financial accountability;
 - The Office of Reservation Attorney or other outside counsel as deemed necessary;
 - The Tribal police or other police agencies having jurisdiction when in conjunction with an ongoing criminal investigation and the holder of an employment record is served with a subpoena signed by the Tulalip Tribal court judge requiring the transmittal of the employment record. In cases where the Tribal police or other police agencies with jurisdiction believe that public filing of a request for a subpoena would compromise an ongoing investigation, the police may request that the Tribal court consider the requested subpoena without public filing;

- Any other individual, entity or governmental agency when the disclosure is allowed by an order of the Tulalip Tribal Court, or when the Employee has signed a consent to release the information;
- Washington State Employment Security In Response to a claim for unemployment.
- The United States when required by the Internal Revenue Code the specific requirements of a grant or grant application or other specific federal law made applicable to Indian Tribes.

An Employee who intentionally or negligently discloses confidential information may be subject to corrective action, up to and including dismissal.

The Privacy Act (5 U.S.C. 552a) provisions when they apply to Federal records in Tribal custody will be strictly observed and implemented by the Tulalip Tribes.

5.9 REPORTING HARASSMENT, RETALIATION AND BULLYING

5.9.1 ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY

QCV believes that all employees should be able to work in an environment free from all forms of discrimination and harassment. QCV is committed to providing a work environment where all Employees are treated with respect. Any conduct that is demeaning and that falls short of QCV's expectation of respectful behavior, may subject the Employee to corrective action. QCV expressly prohibits any form of harassment, discrimination (based on race, pay, color, sex, religion, sexual orientation, gender identity or expression, national origin, citizenship, age, veteran status, marital status, physical or mental disability), retaliation or bullying by any co-worker, vendor, customers, and/or clients.

The term "harassment" means unwelcome, demeaning, or offensive behavior directed at another Employee. Examples of harassment include, but are not limited to:

- Threats of violence
- Request(s) for sexual favors
- Teasing, inappropriate jokes, slurs, innuendos, stereotyping
- Abuse, taunts, bullying, heckling, or other similar action
- Humiliating and/or intimidating a person through gestures, sarcasm, criticism, insults, inappropriate comments / demands
- Constant ridicule
- Leaving offensive messages on e-mail or telephone
- Inappropriate written materials, posters, calendars, photographs, graffiti, or cartoons which have the effect of creating a hostile and offensive workplace.
- Gossip
- Hostile Work Environment

Sexual harassment does not mean occasional compliments of a socially acceptable nature. Rather, it refers to (1) unwelcome sexual advances, requests for sexual favors, and all other verbal or physical

conduct of a sexual nature; and (2) comments, jokes, innuendoes, and other sexually oriented statements, where:

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

With respect to sexual harassment, examples of prohibited conduct include:

- Vulgar or sexual comments, jokes, stories, and/or innuendos
- Graphic or suggestive comments about someone's body or manner of dress
- Gossip or questions about someone's sexual conduct or orientation
- Vulgarity, leering, inappropriate touching, and obscene or suggestive gestures
- Display in the workplace of sexually suggestive photographs, cartoons, graffiti, and the like
- Unwelcome and repeated flirtations, request for dates, and the like
- Subtle pressure for sexual activity by implying or promising something in return.

The above examples are for illustrative purposes only.

5.9.2 NO RETALIATION

Retaliation means "punishing" individuals by an action in or outside of the workplace that has a materially adverse effect on the working conditions of the individual. It may include demotion, dismissal, or changes in working conditions, reductions in compensation or status, or excluding one from participating in activities that contribute significantly to professional or educational advancement and otherwise would be available. To be prohibited, the retaliatory action must be one that a reasonable Employee in that context objectively would have found so adverse that it would have dissuaded him/her from making or supporting a charge of discrimination.

Retaliation does not include ordinary, petty slights, and annoyances. Even though QCV does not condone such behaviors because they show personal disrespect that undermines the values of our community, these behaviors do not constitute retaliation.

5.9.3 NO BULLYING

QCV has a zero-tolerance policy for bullying in the workplace. If an Employee observes any Bullying type behavior, or they are the victim of this type of behavior, they are required to report the incident(s) through their line of communication or Human Resources.

Bullying is determined to be a form of harassment by QCV. Workplace bullying is the tendency of individuals or groups to use persistent aggressive or unreasonable behavior against a co-worker or subordinate. Workplace bullying can include such tactics as [verbal](#), [nonverbal](#), [psychological](#), [physical abuse](#), and [humiliation](#).

Specifically, the following types of behavior are examples of bullying:

- Verbal Bullying: slandering, ridiculing, or maligning a person; persistent name calling which is hurtful, insulting, or humiliating; abusive and offensive remarks
- Sole Exclusion: Disregarding a person in work-related activities
- Mobbing: Mobbing is an impassioned, collective campaign by co-workers to exclude, punish, humiliate, and ultimately, remove a targeted worker. The object is to rob the target of dignity and self-respect.

5.9.4 PROCEDURE FOR REPORTING HARASSMENT, RETALIATION OR BULLYING

If you believe you have been the subject of any form of harassment, retaliation, or bullying, you should report such conduct to your Manager or Supervisor immediately. If you are uncomfortable reporting such conduct in your department, you should file a detailed written summary report to Human Resources within thirty (30) calendar days.

HR shall promptly and thoroughly investigate all complaints in a confidential manner. No individual shall be subjected to any form of retaliation or corrective action for reporting any incidents of harassment, retaliation, or bullying or for filing a valid complaint.

Any Employee, who after an investigation, has been found to have harassed, retaliated against, or bullied another co-worker, is subject to corrective action, up to and including dismissal. An Employee who is found to have intentionally filed a false claim (i.e., this is different from an unfounded claim) will be subject to corrective action.

5.10 PREVENTION OF WORKPLACE VIOLENCE

QCV maintains a zero tolerance stand of violence in the workplace. The purpose of this section is to provide QCV Employees guidance that will maintain an environment at and within QCV that is free of violence and threats of violence. This policy defines prohibited conduct as well as general procedures and potential responsive steps in the unfortunate event that workplace violence occurs.

Any threats of violence, either implied or direct, are prohibited at QCV properties and sponsored events. An Employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to corrective action.

Workplace violence is any conduct or behavior that is severe, offensive, or intimidating enough to make an individual reasonably fear for his/her personal safety, the safety of other Employees, family, friends, or property. Examples of workplace violence include, but are not limited to, threats, or acts of violence or behavior that causes a reasonable fear or intimidation response and that occurs:

- On Tulalip/QCV premises, no matter what the relationship is between the Tulalip/QCV and the perpetrator or victim of the behavior; or
- Off Tulalip/QCV premises, where the perpetrator is someone who is acting as an Employee or representative of Tulalip/QCV at the time, where the victim is an Employee who is exposed to the conduct because of work for Tulalip/QCV, or
- Where there is a reasonable basis for believing that violence may occur against the targeted Employee or others in the workplace.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to, the following:

- Threatening physical or aggressive contact directed toward another individual, or engaging in behavior that causes a reasonable fear of such contact;
- Threatening an individual or his/her family, friends, associates, or property with physical harm or behavior that causes a reasonable person fear of such harm;
- Intentional destruction or threat of destruction of Tulalip/QCV's or another's property;
- Harassing or threatening physical, verbal, written, or electronic communications, including verbal statements, phone calls, emails, letters, faxes, website materials, social media posts, comments, and/or blogs, diagrams or drawings, gestures, and any other form of communication that causes a reasonable fear or intimidation response in others;
- Stalking. Stalking is defined as a pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, emails and any other type of correspondence sent by any means;
- Veiled threats of physical harm or intimidation or like statements, in any form, that lead to a reasonable fear of harm or an intimidation response;
- Possessing weapons of any type, whether licensed or not, particularly firearms. The only exception is local, state, and federal law enforcement officers acting in the line of duty; and/or
- Domestic violence. Domestic violence is defined as a pattern of coercive tactics carried out by an abuser against an intimate partner or family member (the victim) with the goal of establishing and maintaining power and control over the victim. These coercive tactics can be physical, psychological, sexual, economic, and/or emotional. Where the abuser's tactics include any of the above-described conduct on Tulalip/QCV premises, this policy applies. Where such tactics include any of the above described behaviors off Tulalip/QCV premises, this policy applies where the abuser is someone who is acting as an Employee or representative of Tulalip at the time, where the victim is exposed to the conduct because of work for Tulalip/QCV, or where there is a reasonable basis for believing that violence may occur against the victim or others in the workplace. The term "intimate partner" includes people who are legally married to each other, people who were once married to each other, people who have had a child together, people who live together or who have lived together, and people who have or have had a dating or sexual relationship.

5.10.1 PROCEDURES FOR REPORTING

In the event that an Employee has a reasonable belief that a threat or act of violence has been made against themselves or another person, the Employee must report the details immediately to his/her Supervisor, Manager and/or Security, and Human Resources. In the event of an *imminent* physical threat or harm, persons should call 9-1-1.

5.10.2 WHAT TO EXPECT FROM QCV

All reported incidents of violence and threats of violence shall be taken seriously and thoroughly investigated. QCV may consult with law enforcement authorities, or other resources as it deems appropriate. QCV may require a fitness for duty examination or other professional assessment through providers chosen by QCV to determine whether a perpetrator presents a threat to themselves or others in the workplace. If a violation of this policy occurs, QCV will take appropriate preventive and corrective action, up to and including dismissal.

Simultaneously, QCV may refer the matter to the local Law Enforcement for their review of a potential violation of civil or criminal law. Additionally, QCV reserves the right to seek exclusion orders for any person perceived a threat to the safety and welfare of Tulalip, QCV its agents, and employees.

5.10.3 AVOIDING ENDANGERMENT

Unfortunately, victims of violence sometimes choose to be uncooperative with their employer's attempts to protect them and other Employees. For instance, victims may decide not to tell their employers about threatened or actual domestic violence that may follow the employee into the workplace, or they may engage in behaviors that either provoke or continue the threat of such violence. These behaviors can include simply not reporting a known threat or act of violence that poses a threat in QCV's workplace, or by sending "mixed messages" to the perpetrator about whether to stay away, provoking behaviors designed to agitate the perpetrator, or inappropriate contact with the perpetrator when a stay away order is in place. These behaviors by the victim endanger not only the victim, but also others in the workplace. In such situations, Tulalip/QCV reserves the right to take corrective action against the uncooperative victim, up to and including dismissal. This aspect of QCV's policy is not designed to punish the victim, but is necessary to protect all Employees from the increased threat posed by endangering behavior.

5.10.4 INSPECTION AND SEARCHES

QCV reserves the right to conduct workplace searches at any time so long as there is legitimate justification. In every situation, QCV will weigh the legitimate justification versus a reasonable expectation of privacy. Areas subject to search are:

- Tulalip/QCV owned and/or operated; and
- all workstations, computer files, bookshelves, lockers, desks, credenzas, file cabinets, store rooms, and other areas.

Any refusal to permit an inspection upon request may result in corrective action, up to and including dismissal of employment. The discovery of any violation of any other Tulalip/QCV policy as a result of such a search may also result in corrective action, up to and including dismissal. Any illegal activity discovered during an inspection will be referred to the appropriate law enforcement authorities. QCV reserves the right to call local law enforcement prior to inspection and ask for assistance with inspection and search.

5.10.5 NO CONTACT/PROTECTION ORDERS AND EXCLUSIONS

QCV employees who are parties to a No Contact Order/Protection Order/Restraining Order or exclusion order must immediately notify QCV Human Resources:

- Of the existence of any such order and provide a copy of the order.
- Of any violations or attempted violations of the order.
- Of any changes to the order.
- Of the order being lifted.

In circumstances where both the victim and the perpetrator are employed at QCV, it is the Employee(s) responsibility to inform the Court of this circumstance, and seek a modification of the Court Order to allow for continued employment of both individuals.

5.11 CONFLICT OF INTEREST/NEPOTISM

Your personal or professional activity, which may conflict with or raise reasonable question of conflict of interest with your duties as an Employee of QCV, is not permitted. You should not allow yourself to be placed in a position of conflict between personal interests and those of Tulalip/QCV. All possible conflicts must immediately be disclosed to the Department Manager. Failure to do so may subject you to immediate corrective action, up to and including dismissal. The Department Executive reserves the right to remove you from a process that creates the appearance of a conflict of interest.

Employees shall not, except in their performance of official tribal duties, voluntarily represent any party for any court, federal, or state government, or in any proceeding in a matter in which Tulalip/QCV is a party or has an interest.

Employees shall be disqualified from any personnel actions involving the screening, nomination, appointment, hiring, interviewing, promotion, corrective action, dismissal, investigation, laying off, or other personnel actions involving members of their immediate family as defined below. However, this section shall not prevent Managers and Supervisors from taking necessary ministerial acts such as signing pay documents.

Employees shall not participate in their official capacity in any matter which involves: 1) their immediate family through blood or marriage; 2) outside business associate; or 3) person(s) with whom they are negotiating for purchase of goods or services for their own use or for personal employment has a financial interest. If you believe there may be a conflict, notify your Supervisor and/or Human Resources as soon as possible.

Employees and members of their immediate family may not work in a supervisor/subordinate relationship.

Employees shall not receive the benefits of loans, grants, or program services as a result of their employment position or relationship to an elected official and shall be treated on an equal basis as any other enrolled member of the Tulalip Tribes.

Members of the immediate family are considered to be the spouse, children, parents, siblings, nieces, nephews, grandparents, grandchildren, uncles, aunts, first cousins, step and foster children, step grandchildren, brothers-in-law, sisters-in-law, parents-in-law, siblings-in-law, nieces-in-law, nephews-in-law, grandparents-in-law, uncles-in-law, aunts-in-law, and first cousins-in-law.

5.12 CONSENSUAL ROMANTIC RELATIONSHIPS

In furtherance of this policy, QCV prohibits consensual "romantic" relationships between any Employee and any other Employee who has the actual or practical authority to appoint, supervise, evaluate, promote/demote, discipline, or dismiss the Employee, or to make meaningful recommendations concerning compensation, benefits, or other terms and conditions of employment for that Employee. Such relationships can be disruptive to the work environment, and/or create a conflict or the appearance of a conflict of interest, and may well lead to complaints of favoritism, discrimination, and possible sexual harassment. By prohibiting such romantic relationships, we do not intend to inhibit social interaction, such as lunches, dinners or attendance at entertainment events, that is an important part or extension of the working environment.

QCV does not intend to interfere with the private lives of its Employees or their off-duty conduct. However, where any romantic relationship impacts the work environment in a negative manner, QCV reserves the right to take whatever action is appropriate, in its discretion, to protect QCV's interests. QCV will offer the following options to either or both parties involved in the relationship: 1) Thirty (30) days to find a new position within QCV; or 2) the option to resign. Should a resolution not be found during this thirty-day period, QCV may dismiss either or both Employees.

QCV recognizes the variety of meanings that can apply to the term "romantic." It is expected, however, that you will appreciate how the term may apply to you and will act in a manner consistent with this section.

Any person who believes that he or she has been adversely affected by such a consensual relationship is encouraged to address his or her concerns about the matter by contacting Human Resources.

5.13 TRAVEL AND EXPENSE

Please see the QCV Travel and Expense Policy regarding eligibility and procedures for travel.

5.14 OUTSIDE EMPLOYMENT

You are not permitted to work in any outside capacity that could pose a potential conflict of interest with your current job at QCV. Prior to accepting outside employment in any capacity, you must obtain permission from your Manager. If there is a question on what could pose a conflict of interest, departments should consult with Human Resources. Your position with QCV must take priority. A QCV Employee who enters into outside employment while on a leave of absence (i.e., QML, LWOP) without written permission, may be subject to dismissal.

5.15 GRANTS AND CONTRACTS CONFLICTS OF INTEREST

No QCV Employee may participate in his or her official capacity, in any transaction between the QCV, its instrumentalities, or entities, and an entity of which the Employee is an officer, agent, employee, or member, or in which the Employee owns a material financial interest.

No QCV Employee may receive anything of pecuniary value under any contract or grant outside of his or her official duties, except where the conditions below are satisfied:

- The contract or grant is bona fide and actually performed;
- The performance or administration of the contract or grant is not within the course of the employee's duties, or is not under the employee's official supervision;
- The performance of the contract or grant is not prohibited by applicable laws or rules governing outside employment for employees;
- The contract or grant is neither performed for, nor compensated by, any person from whom such employee would be prohibited from receiving a gift;
- The contract or grant is not one expressly created or authorized by the employee in his or her official capacity;
- The provision of services under the contract or grant does not violate any obligation of the Tulalip Tribes/QCV as a Federal or State contractor;
- The contract or grant would not require unauthorized disclosure of confidential information.

In addition to satisfying the requirements above, a QCV Employee may have a pecuniary interest in a grant, contract, or a series of substantially identical contracts or grants with the Tulalip Tribes/QCV, its instrumentalities or entities, only if:

- All relevant facts related to the Employee's duties and their pecuniary interest in the contract or grant are disclosed in advance to the Tribal department and the Human Resources Department; and
- The contract or grant is awarded or issued as a result of an open and competitive bidding process in which more than one bid or grant application was received; or
- The contract or grant is awarded or issued as a result of an open and competitive bidding or selection process in which the Employee's bid or proposal was the only bid or proposal received and the employee has been advised by the Office of Reservation Attorney, before execution of the contract or grant, that the contract or grant would not be in conflict with the proper discharge of the Employee's official duties; or
- The process for awarding the contract or issuing the grant is not open and competitive, but the Employee has been advised by the Office of Reservation Attorney before execution of the contract or grant that the contract or grant would not be in conflict with the proper discharge of the Employee's duties.

Factors which will be considered in determining whether a grant or contract is in conflict with the Employee's duties include:

- Whether the Employee had any influence, either directly or indirectly, on the contracting out decision, contract award decision, contract scope of work determination, or administration of the contract.
- Whether the Employee's position provided an advantage or appearance of advantage in obtaining the contract.
- Whether the contracted work competes with, or relates to, work the Employee is responsible for in their position with QCV.
- Any other factors which may indicate a potential conflict, or appearance of conflict, between the contracted work and Employee's duties.

5.16 ETHICS AND CONDUCT

An Employee shall not:

- Solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan or any other thing of monetary value from any person, group, or private organization who is (a) seeking to obtain contractual or other business or financial relation with the Tulalip Tribes/QCV; or (b) has interests that may be substantially affected by the performance or nonperformance of the individual's duty provided, this shall not impair the ability of Tribal employees from accepting gratuities that are acceptable as a regular part of their employment and standard in the industry.
- Accept any travel, subsistence, or payment of other expenses from another person or group if the Employee is officially directed to participate in a convention, seminar, or meeting on an active duty basis when authorized per diem, pay, and other travel expenses are requested from the Tulalip Tribes/QCV.

- Engage in any action, which may appear as or result in: (a) using office for personal gain; (b) giving preferential treatment to any person or group; (c) making a major Tribal decision without official Tribal authority; and/or (d) adversely affect the confidence of the Tribal enrolled members in the integrity of the Tulalip Tribes/QCV.
- Intentionally incur costs to Tulalip/QCV without official budgetary authority.

Acceptable gifts are as follows:

- Traditional gifts or awards given or received in a traditional custom or ceremony within the culture of the Tulalip Tribes.
- Food and refreshments of nominal value in the ordinary course of business. Employees may accept any personal achievement award for meritorious service.
- Unsolicited advertising or promotional material such as pens, pencils, calendars and other small items of nominal value (less than \$20.00). Cash gifts are not acceptable.

All inquiries from the public media will be referred to the Board of Directors or the General Manager. Employees shall not speak to the public media as official spokespersons of the Tribes unless so designated by the Board of Directors or the General Manager.

Employees shall exercise the utmost discretion and confidentiality in regard to all matters of Tribal business. Information of a confidential nature received by an Employee, shall be maintained as confidential.

Employees empowered to act for or on behalf of QCV, may travel on official business pertaining directly to the Tulalip Tribes/QCV. While on Tribal business, the following shall apply:

- Employees may be asked to provide proof of attendance at all meetings or proceedings that the employees are authorized to attend and submit a written report on return.
- During non-working hours, no intoxicants shall be consumed to excess, which would impair an official's ability to represent, or which would reflect, discredit, or embarrass, the Tulalip Tribes/QCV, its members, and/or fellow employees.
- Employees shall follow the Central Drug and Alcohol Chapter while representing the Tulalip Tribes/QCV.
- Employees shall not participate in activities that demoralize or cause embarrassment of the Tulalip Tribes/QCV.
- No family or friends shall travel with an employee at Tribal expense unless approved in writing by the General Manager or Board of Directors.
- No personal business or business not related to the Tribes shall be acted on while an official delegate.

5.17 THEFT

Theft is defined as any stealing, use or misuse of an employer's assets, or assets of a co-worker or guest, without permission. The term employer's assets is important because it implies that theft involves more than cash. Below are some of the different assets normally stolen from employers:

- Money

- Time
- Supplies/inventory i.e. office supplies (paper, pens, computers, etc.)
- Merchandise/Company Property – Theft of products that are to be sold or given away
- Information – Stealing product designs, data, or company financials

Below are some examples of different methods of theft; however, this list is not all-inclusive;

- Larceny, embezzlement
- Fraudulent disbursements
- Check tampering
- Giving friends, family, or guests discounts and freebies at the employer's expense
- Falsifying records of hours worked.

THEFT OF TIME DEFINED. Theft of time occurs when an Employee is paid for time that he/she did not work. This usually happens through falsifying timekeeping records, or when Employees are not working while on the job.

An Employee may be subject to corrective action up to and including dismissal if found in violation of Theft of Time if he/she commits the following:

- Excessive Personal Time. When an Employee spends excessive time making personal calls to deal with personal and home situations, or spends time, checking and sending emails that are non-work related. This does not include incidental use or emergencies.
- Over-Extended Breaks. When an Employee takes too much time on their given breaks (i.e., leaving for break early and coming back from break late), or when Employees take more breaks in a shift than they are allowed.
- Timecard Theft or Time Clock Theft. When an Employee does not show up for his/her shift at work, but another Employee clocks in or out for them; or an Employee who clocks in/out, but leaves the property and does not work. This is considered timecard fraud and not being truthful about the amount of hours worked by falsifying records.

Employees may be rehired but are subject to a Conditional Rehire Agreement approved by the General Manager in collaboration with Human Resources. Additionally, the Employee shall pay restitution for hours paid that were not worked.

Employees dismissed twice within a ten (10) year period for Theft of Time shall not be rehired.

5.18 POLITICAL ACTIVITIES

You may take part in political activities only at your own personal expense, and on your own personal time. You may participate in political activities and use tribal resources to support or oppose political candidates or initiatives during work time, only when requested and/or authorized, in writing, by the Board of Directors. Provided that this subsection shall not be interpreted to allow Employees or resources to be used in the internal political activities of the Tulalip Tribes, or any other recognized Indian tribe.

5.19 SOLICITATION

No Employee or business may solicit other Employees during his/her working time anywhere on QCV premises. No Employee may distribute any written material in working areas, at any time; or non-work areas (i.e. restroom, hallway), during his/her working time without permission. Non-Employees may not

distribute materials or solicit Employees on Tulalip/QCV premises at any time, unless approved by Human Resources and the General Manager.

5.20 ELECTRONIC COMMUNICATION

This policy is intended to cover the use of the QCV electronic communication resources, which are defined as internet connectivity, network services, mobile telephones, radios, E-mails, and fax machines. Electronic communication resources are provided by QCV in support of the administrative functions to support the primary functions of each office and Employee. The use of tribal electronic communication resources and network services is a tribal privilege and should be used as such. All work performed on tribal owned and provided equipment and network sources becomes the property of Tulalip/QCV. Tulalip/QCV reserves the right to inspect and monitor these resources as necessary to ensure compliance with this and other tribal policies. As such, users of these resources have no expectations of privacy.

5.20.1 SECURITY

Security of tribal electronic communications resources and network services is an integral portion of this policy. Security is every user's responsibility. To further this goal, each user must:

- Safeguard your username and password;
- Never share your username and password with another individual;
- Never post or otherwise make readily available your username or password;
- If you become aware of unauthorized access, you are required to notify the appropriate supervisor so corrective action can be initiated; and
- If your username and password has been compromised, you are required to notify the appropriate supervisor so corrective action can be initiated.

5.20.2 ALLOWABLE USES

Use of tribal electronic communications resources and network services is allowable subject to the following conditions:

Tribal electronic communications resources shall not be provided to individual consumers or organizations outside Tulalip/QCV, except by approval of the Board of Directors. Such services shall support the mission of Tulalip/QCV and shall not be in competition therewith.

Tulalip/QCV electronic communications resources may not be used for:

- Unlawful activities;
- Commercial purposes not authorized by the Board of Directors;
- Personal financial gain except as permitted under applicable written policies;
- Personal use inconsistent with this section;
- Uses that violate other Tulalip/QCV policies or laws. This includes, but is not limited to, policies and guidelines regarding intellectual property and sexual, racial, domestic, or other forms of harassment or discrimination.

5.20.3 FALSE IDENTITY AND ANONYMITY

Users of Tulalip/QCV electronic communications resources shall not, either directly or by implication, employ a *false identity* (the name or electronic identification of another). However, a Supervisor may direct an Employee to use the supervisor's identity to transact Tulalip/QCV business for which the supervisor is responsible. In such cases, an Employee's use of the supervisor's electronic identity does not constitute a false identity. A user of Tulalip/QCV electronic communications resources may use a *pseudonym* (an alternative name or electronic identification for oneself), for privacy or other reasons, so long as the pseudonym clearly does not constitute a false identity.

5.20.4 INTERFERENCE

Tulalip/QCV electronic communications resources shall not be used for purposes that could reasonably be expected, to directly or indirectly, cause excessive strain on any electronic communications resources, or unwarranted or unsolicited interference with others' use of electronic communications resources.

5.20.5 USERS OF ELECTRONIC COMMUNICATIONS SERVICES SHALL NOT:

- Send or forward electronic mail chain letters or their equivalents;
- "Spam" that is to exploit electronic communications systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited electronic communications;
- "Letter Bomb" that is to send an extremely large message or send multiple electronic communications to one or more recipients to interfere with the recipients' use of electronic communications services;
- Intentionally engage in other practices such as "denial of service attacks" that impeded the availability of electronic communications services;
- Forwarding or transmission of jokes;
- Forwarding or transmission of pornographic or lewd materials;
- Forwarding or transmission of materials that are disrespectful, rude, discourteous and/or offensive in nature (please be advised, sending emails in all CAPS may be perceived as such);
- Forwarding or transmission of other materials deemed inappropriate by management, administration, or policy makers;
- Store, retain or view inappropriate, pornographic, or lewd materials. Unsolicited materials such as this must be deleted immediately.

5.20.6 PERSONAL USE

QCV users of a Tulalip/QCV electronic communications facility or network services may use that facility or service for incidental personal purposes provided that, in addition to the foregoing constraints and conditions, such as does not:

- Directly or indirectly interfere with Tulalip/QCV's operation of electronic communications resources;
- Interfere with the user's employment or other obligations to Tulalip/QCV;
- Burden Tulalip/QCV with costs. When costs for personal use are incurred, users shall follow Tulalip/QCV procedures for reimbursement to Tulalip/QCV.

Under no circumstances is Tulalip/QCV responsible for any loss or damage incurred by an individual as a result of personal use of Tulalip/QCV electronic communications resources.

5.20.7 INTELLECTUAL PROPERTY

The contents of all electronic communications shall conform to laws and Tribal policies regarding protection of intellectual property, including laws and policies regarding copyright, patents, and trademarks. When the content and distribution of an electronic communication would exceed fair use as defined by the federal Copyright Act of 1976, users of Tulalip/QCV electronic communications resources shall secure appropriate permission to distribute protected material in any form, including text, photographic images, audio, video, graphic illustrations, and computer software.

5.20.8 ACCESS RESTRICTIONS

Access to, and use of, Tulalip/QCV electronic communications services or electronic communications resources, when provided, is a privilege accorded at the discretion of QCV. This privilege is subject to the normal conditions of use, including procedures for initiation and termination of access. In addition, access to, and use of, Tulalip/QCV electronic communications services or electronic communications resources may be wholly or partially restricted or rescinded by QCV without prior notice, and without the consent of the electronic communications user. QCV reserves the right to suspend or terminate access to Tulalip/QCV electronic communications systems and services by any user who repeatedly violates copyright law.

5.21 SOCIAL MEDIA

5.21.1 PERSONAL AND BUSINESS USE OF SOCIAL MEDIA POLICY

For the purposes of this policy, “social media” is defined as on-line media applications such as social networking sites, blogs, podcasts, tweets, forums, and other on-line information sources delivered or viewed by computer, smart phone, or any other electronic device.

5.21.2 PERSONAL USE OF SOCIAL MEDIA

Employees may use social media for personal purposes on their own computers or personal electronic devices, during non-work time such as authorized breaks and before or after work. Social media may not be used during work time except as specifically authorized in accordance with this Handbook.

Employees are expected to use good judgment in their personal use of social media to ensure that posts, photographs, videos, and other content do not violate Tulalip/QCV policies, including harassment and nondiscrimination policies or the Employee Confidentiality Agreement. Employees are expected to obtain permission prior to posting photographs or information about fellow employees.

If QCV becomes aware of social media or any internet content that violates this section or Handbook, the Employee will be asked to remove the content and/or may be disciplined, depending on the facts and circumstances of the particular case. This policy does not prohibit Employees from engaging in social media and QCV will not restrict activity protected under applicable law.

5.21.3 BUSINESS USE OF SOCIAL MEDIA

QCV may maintain an official presence on specific on-line media applications in order to promote its image and business. Only authorized Employees are allowed to create, modify, or remove content in these applications, and department heads are responsible for monitoring content to ensure that it meets QCV’s professional standards and computer use policy. Copyrighted information cannot be posted unless prior permission has been obtained from the copyright holder.

Individual Employees may be authorized to utilize particular social media for business purposes. Any use of social media for authorized business purposes must be professional in tone and content, and comply with all QCV policies, and not disclose any confidential business information as described in QCV's Employee Confidentiality Agreement or this Handbook. If an Employee is unsure whether particular information may be discussed or disclosed, he/she is expected to consult with his/her Supervisor, Manager, or HR.

5.22 USE OF OFFICE EQUIPMENT

While it is recognized that an Employee may occasionally need to use QCV's materials or office equipment for personal use (i.e., a necessary personal call, copying a tax return), keep in mind that QCV discourages personal use and the recognized need for occasional use should not be abused.

5.23 DRESS CODE/HYGIENE

QCV encourages and supports work attire that is comfortable, appropriate for the work environment, and conveys an image of friendly and professional customer service. The attire should foster confidence from peers and customers in our Employees' abilities as well as promote professional and appropriate behaviors in other. Attire that is messy, unclean, suggestive, and unprofessional, is unacceptable. Such behaviors can negatively affect health, safety, and work performance as well as the perception of others towards QCV; our services, employees, and programs.

Safety clothing must be worn, depending on the work environment as determined by supervisors.

Each Employee is expected to maintain good personal hygiene. Employees shall report to work neat, clean, and well groomed. Employees must be free of excessive odor, to include body odor, colognes, and perfumes.

5.24 DISPUTE RESOLUTION

At times you may feel that situations have arisen with your employment with which you do not feel comfortable, or about which you are unhappy. A frank, open discussion between you and your immediate Supervisor or Manager is the best way to resolve these situations, problems, or misunderstandings. You should make every effort to resolve your issues within your department. We encourage you to follow the procedure below:

- Discuss the situation with your immediate Supervisor or Manager within 30 days of the event/incident;
- If you are unable to resolve the problem by speaking with your immediate Supervisor/Manager, or if the problem is of a personal or confidential nature related directly to your Supervisor/Manager, present the problem, in writing, to the next level of supervision;
- If you are unable to resolve your situation after following these steps, present your problem, in writing, to Human Resources. Make sure to identify the reason you are not satisfied with the prior response, and the requested remedy.

You may either:

- Choose to have a Conflict Resolution meeting between the parties, to be scheduled within (7) business days, *or*
- The Human Resources representative, or designee, will schedule and facilitate a Round Table Discussion of the situation with the appropriate personnel to include the department Executive

within seven (7) business days, if possible. (This may be extended if Human Resources determines that further fact finding is necessary in order to have all information considered, or if the appropriate personnel is not immediately available).

After thorough consideration, investigation, and discussion of your situation, the appropriate Executive or designee will provide a written response/decision within seven (7) business days of the round table discussion. The response/decision is final, and may not be appealed by either party. A copy of the written decision will be sent to you, your Supervisor, and the Human Resources office.

If the problem, concern, situation, or misunderstanding involves a person within this review process, you may skip that step and proceed to the next level of review.

Employees who report directly to the Tulalip Board of Directors can request a meeting with The Grievance Board, who will provide a response/decision within (7) business days of their meeting. A Grievance Board shall consist of:

- A representative of the Employee
- A representative selected by the General Manager
- A representative selected by the Board of Directors

All Employees are assured that they need not fear retaliation for using the above procedures.

An Employee must wait for a pending employment appeal to be finalized before seeking assistance under this section.

5.25 PERFORMANCE EVALUATIONS

The performance of all Employees should be reviewed annually on December 31st of each calendar year; and/or if the Supervisor or the appropriate Department Manager deems it necessary before that time. Each Employee, when a review has been completed, may, upon request, be given the benefit of a private performance review. The purpose of the private interview is to review the ratings and discuss the Employee's job performance. The Employee will sign the evaluation form, indicating the evaluation has been explained and discussed.

When an Employee is unable to perform his/her job duties satisfactorily, the supervisor will meet with the Employee to discuss deficiencies and to suggest remedies and appropriate instruction and training. A written record of the discussion will be kept by the supervisor and made available to the Employee. The employee will be allowed up to sixty (60) business days ("Performance Improvement Review Period") to correct the situation.

If the Employee is still unable to satisfactorily perform his/her job duties following the Performance Improvement Review Period, the Employee will be released from employment. The Employee will not be eligible for a Last Chance Agreement if dismissed under this section. Unsatisfactory job performance must be documented in writing and previously discussed with the Employee. No Employee will be dismissed because of unsatisfactory work until a personal review has been made with the Supervisor and the Executive Director responsible for the Employee, discussing deficiencies and providing assistance to correct these deficiencies.

5.26 CREDENTIALING

Every September 1, all Department Managers must provide HR with a Credentialing Verification Form confirming that the Employees under their supervision and who's positions require maintaining a

certification and/or licensing, are up to date and continue to meet the certification/license requirements of their position.

5.27 BACKGROUND CHECKS

All Employees are required to successfully complete a background check as indicated on the approved job description. Employees must maintain their background clearance as a condition of continued employment.

Employees must report all arrests, charges, or convictions for which they are involved within seventy-two (72) hours to the Tulalip Tribes Background Investigation Agency (TTBIA). Failure to report such information shall be cause for corrective action up to and including dismissal.

If Human Resources receives notice from the Tulalip Tribes Background Investigation Agency that an Employee no longer meets eligibility requirements for their background tier the Employee may be offered a transfer, if such an offer is immediately possible and the Employee is qualified for the position. If a transfer is not possible the Employee will be dismissed.

Dismissal due to background clearance may not be appealed through the appeals procedure.

5.28 JOB DESCRIPTIONS

Each position in the organizational structure shall be described in writing. Human Resources will maintain approved job descriptions.

A job description may be reclassified through an HR process and with General Manager approval.

6 CORRECTIVE ACTION

6.1 GUIDELINES

All Employees are expected to act professionally and in the best interests of QCV at all times. Violations of QCV standards of conduct are unacceptable and may result in corrective action, including immediate dismissal. Corrective action is a tool for QCV to obtain a level of Employee performance and productivity which meets QCV work standards. It is the duty of your Supervisor to observe and manage Employee behavior and to issue corrective action when appropriate.

There is no requirement that the corrective action process be followed in any individual circumstance or that it begins or continue at any particular step. **Certain types of violations are serious enough to justify any step in the corrective action process, up to and including dismissal.**

All steps in the corrective action process shall include a written Corrective Action Notice. If you refuse to sign or are unavailable to sign, the Corrective Action Notice shall be mailed by certified and regular mail to the last address on record and the return receipt, if received, must be included in the personnel file along with the Corrective Action Notice. Lack of delivery of a certified letter sent to your address on record shall not cause the Corrective Action Notice to be determined ineffective. All Corrective Action Notices shall be kept in your personnel file.

QCV shall complete all Corrective Action Notices within 20 business days after the fact-finding is considered complete by the Supervisor, Manager, and Human Resources.

6.2 CORRECTIVE ACTION PROCESS

6.2.1 VIOLATIONS

Although there is no way to identify every possible violation, the following is a partial list which may result in corrective action, up to and including dismissal. Other violations are listed throughout this Handbook and may be contained in department policies and procedures, manual, regulations, etc. A supervisor can identify other violations, not listed in the examples below, with the approval of Human Resources.

- Any violation of the established employment policies and procedures in this Handbook.
- Negligence or carelessness in the performance of duties.
- Violation of any Tulalip/QCV employment law, including the rules, regulations, and procedures of your department.
- Carry or Possession of firearm(s), weapons, or explosives while on Tulalip/QCV premises, or while representing Tulalip/QCV unless required in the Employee's line of work.
- Violation of Tulalip, Federal, or State criminal laws.
- Any type of fraud, dishonesty, theft, or deception whether or not such constitutes a crime and whether or not there has been a conviction for any crime.
- Disruptive, unprofessional and/or discourteous behavior at the workplace or while representing Tulalip/QCV (i.e., conduct involving rude, intimidating, threatening, obscene, abusive language, engaging in acts of a sexual nature, and/or gossip or spreading rumors about Employees or others).
- Use of Tulalip/QCV material, time, or equipment for the manufacture or production of an article for unauthorized purposes.
- Off duty misconduct that materially and adversely affects job performance and/or brings discredit to Tulalip/QCV as determined by management and Human Resources.
- Insubordination or refusal to comply with instructions or failure to perform duties to which assigned.
- Unauthorized release of confidential information.
- Willful destruction, misuse, or damage of any property, funds, or assets of Tulalip/QCV or another Employee.
- Suspension, revocation, or expired license where occupation requires the possession of certification.
- Exclusion via resolution.
- Failure to meet background requirements.
- Failure to meet job requirements.

6.2.2 THE FOLLOWING CORRECTIVE ACTION NOTICES MAY BE UTILIZED:

6.2.2.1 WRITTEN WARNING

For less serious violation(s), the Supervisor, with the approval of the Manager/Executive and Human Resources may issue a Written Warning. The Supervisor will meet with you and discuss the cause for the Written Warning and provide specific recommendations for performance improvement. Written Warnings shall remain active in your personnel file for a period of twelve months from the date of issue. Written Warnings may not be appealed through the appeal procedures described in this Handbook.

6.2.2.2 SUSPENSION WITHOUT PAY

For repeated or more serious violations, QCV may suspend you, without pay, for one (1) work week with the approval of the Supervisor, Manager/Executive, and Human Resources. Suspensions without Pay may be appealed through the appeal procedures described in this Handbook. You may not use paid personal leave during the suspension period. Supervisors and/or Managers shall not schedule Employees for overtime or regular days off, during the same pay period, to make up for lost hours, or engage in any scheduling activity of any form, to make up for lost hours due to a suspension. Suspensions shall permanently remain in your personnel file.

6.2.2.3 SIXTY (60) DAYS TO IMPROVE

When an Employee is unable to perform his/her job duties satisfactorily, the supervisor will meet with the Employee to discuss deficiencies and to suggest remedies and appropriate instruction and training. A written record of the discussion will be kept by the supervisor and made available to the Employee. The employee will be allowed up to sixty (60) days ("Performance Improvement Review Period") to correct the situation.

If the Employee is still unable to satisfactorily perform his/her job duties following the Performance Improvement Review Period, the Employee will be released from employment. An Employee will not be eligible for a Last Chance Agreement if dismissed under this section. Unsatisfactory job performance must be documented in writing and previously discussed with the Employee. No Employee will be dismissed because of unsatisfactory work until a personal review has been made with the Supervisor and the Executive Director responsible for the Employee, discussing deficiencies and providing assistance to correct these deficiencies. Dismissal due to an employee's inability to satisfactorily improve during the performance review may not be appealed through the appeals procedure described in this section.

6.2.2.4 LAST CHANCE AGREEMENT

All Regular Employees (i.e., not Temporary/Seasonal, Probationary and/or Contract) shall be offered a Last Chance Agreement ("LCA") with the approval of their Supervisor, Manager/Executive, General Manager and Human Resources as an alternative to dismissal for a period of twelve (12) months. An LCA may not be given, at the General Manager's discretion, when the Employee has committed one or more of the following:

- Theft; as defined in the Rehire Policy in this Handbook;
- Harassment of any kind;
- Job abandonment or 2nd no call/no show in twelve-month period;
- Any crime or behavior (regardless of whether convicted or not), or behavior that threatens the safety and/or welfare of others or the organization;

- Exclusion via resolution
- An act or acts of gross negligence. For example, failure to use reasonable care that is likely to cause foreseeable injury or harm to persons, property or both; and/or
- Level II Violation under Tulalip Tribal Code, (Drug and Alcohol).

The LCA must state specifically why the Employee is being placed on an LCA as an alternative to dismissal, and what criteria the Employee must meet to be removed from the LCA. At the end of a satisfactory LCA period, or anytime preceding, the Employee shall be informed in writing that the Employee has satisfactorily completed the LCA, or that the employee is being dismissed. An Employee may take approved leave during the LCA period; however, the expiration period of the LCA shall be extended for the same amount of time.

LCAs are not appealable. An Employee shall be immediately dismissed from employment if the Employee refuses or chooses not to sign the LCA.

6.2.2.5 DISMISSAL

For repeated or severe violation(s), your Supervisor, with the approval of your Manager/Executive, General Manager, and Human Resources, may dismiss you from employment. A Regular Full-time or Part-Time Employee may appeal a dismissal through the appeal process described in this Handbook.

6.2.2.6 PATTERN OF VIOLATIONS

Employees shall receive corrective action for the following patterns of violations:

- Three written warnings in a twelve-month period shall result in a suspension.
- Two suspensions in a twelve-month period shall result in an LCA. If the action resulting in the corrective action(s) is a listed exception to the issuance of an LCA, the Employee shall be dismissed.
- Two written warnings following a suspension in a twelve-month period shall result in dismissal. If the action resulting in the corrective action (s) is a listed exception to the issuance of an LCA, the Employee shall be dismissed.

6.2.2.7 DEMOTION

The General Manager in collaboration with Human Resources may authorize a Demotion due to inefficiency in performance or as a disciplinary measure. A demotion occurs when an Employee is relocated from their regular position and placed into a lower-grade level with a lower rate of pay. Nothing in this Handbook precludes QCV from demoting you in addition to being placed on a Last Chance Agreement.

A Regular Full-time or Part-Time Employee may appeal a demotion through the appeal process described in this Handbook. If the change results from a mutual agreement between you and QCV, the action is considered a reassignment and is not appealable.

The Department Manager, Executive, and Human Resources shall meet with you and discuss the reasons for the Demotion.

Demotions shall permanently remain in your personnel file.

6.3 APPEALS

6.3.1 FILING

Regular full-time and part-time Employees who have been suspended without pay, demoted, or dismissed from employment (other than for the exceptions provided below) may file an employment appeal. Notices of Appeal are available with the Human Resources Department and may be attached to the suspension, dismissal, or demotion document. Appeals are heard by the designated Tulalip Employment Court Judge. The Tulalip Employment Court is an administrative tribunal constituted to hear employment appeals exclusively under the procedures set forth in this Handbook. The civil rules in TTC 2.10 shall not apply, and the Employee's discovery shall be limited to his or her personnel file, as defined in Section 3.13 Personnel File. The Employment Court may hear employment appeals in any Tribal or Quil Ceda Village government facility.

Appeals must be submitted to the Human Resources Department using the Appeal Notice Form within five (5) business days of notice of their suspension, demotion, or dismissal.

- a) The five (5) daytime frame begins when the Employee receives official notice from the employer, whether in writing (documents delivered in person or through certified U.S. mail), or verbal notification by Human Resources or Management (i.e., in cases where the Employee is not picking up their certified mail).
- b) The Employee shall attach a copy of the Notice of Suspension, Demotion, or Dismissal to the Appeal Notice Form and sign the Consent for Disclosure of Records and Information Form.
- c) The Employee must personally deliver his or her Appeal Notice Form and all attachments to his/her employer's HR Department.
- d) An Employee's Request for Appeal Hearing will be time stamped by HR at the time of submission.
- e) The Human Resources representative may provide general information on the Hearing Process and Procedures to the Employee.
- f) A list of written documents that the Employee intends to submit in support of his or her appeal must be provided with the Appeal Notice Form. If there are documents that the Employee is requesting or waiting to obtain copies of, these must be indicated on the Documentary Evidence List and turned in to the respective HR Department no later than five (5) business days before the hearing.

The Employment Court will not hear appeals for the following reasons:

- Suspensions and/or dismissals issued during an Employee's probationary period;
- Dismissals due to not satisfactorily improving during a 60 Day to Improve;
- Separation of employment due to Re-organization, Layoff, or Reduction in Force;
- Separation of employment due to Background check;
- Separation of employment due to exclusion via resolution;
- Issuance of Last Chance Agreements;

- Written Warnings;
- No Call/No Show Dismissals; and/or Attendance related Dismissals or Suspensions.

The written Notice of Appeal shall contain the following:

- Your name and address;
- Name of your Supervisor/Manager;
- Date you were notified of suspension, demotion, or dismissal, and how you were notified;
- Sufficient and pertinent facts and information regarding the action for appeal;
- The relief requested;
- List of witnesses requested to attend the hearing (up to two witnesses may be allowed);
- All supporting documentation; and
- The name of your attorney or spokesperson if you have one, or that you plan to obtain an attorney at your own expense if you have not yet done so.

6.3.2 EMPLOYMENT COURT APPEALS HEARING RULES AND PROCEDURES

Parties who will participate in an appeal hearing include the Employee filing the appeal, and the employer represented by the Employee's Supervisor or Manager, or their designee. The parties may also bring an attorney or spokesperson for support and/or to present their case.

Either party can request the presence of up to two witnesses each to testify with information relevant to their case. Additional witnesses may be granted by the Employment Court Judge if relevant to the case and essential to arrive at a fair and informed decision. It will be the responsibility of the parties to arrange for the attendance of their own witnesses at the hearing.

The Employee must also identify any relevant witnesses and include a description of what information each witness can provide.

The Human Resources representative or designee will serve as the Hearing Coordinator and act as liaison between the parties and the Employment Court. All appeal documents turned in to the respective Human Resources Departments will be provided to the Human Resources Coordinator, or other designated representative.

If the Employee has complied with the filing procedures, and meets eligibility requirements, the Human Resources Coordinator, or other designated representative, shall schedule an Appeal Hearing, which should occur during the current calendar month or the next calendar month, based upon availability of the Employment Court Judge and time available for parties to prepare for the hearing. A Notice of Hearing and Other Deadlines will be sent by the Human Resources Coordinator or designee to the parties, within three (3) business days of filing.

A copy of the appeal and accompanying documents will be forwarded to the Employee's supervisor within three (3) business days of receipt.

The Notice of Hearing and Other Deadlines shall contain all Appeal Hearing deadlines. The Human Resources Coordinator or designee shall determine the Notice of Hearing and Deadlines as follows:

- The Supervisor/Manager's Response Packet (provided by the HR Coordinator or designee, shall be due no later than seven (7) business days after receipt of the Notice of Hearing and Other Deadlines. However, if the Supervisor/Manager is requesting or waiting to obtain copies of documents, these must be indicated on the Documentary Evidence List and turned in to the respective Human Resources Department no later than five business days prior to hearing.
- Any additional documents that need to be provided by the Employee shall be due no later than five (5) business days before the hearing.

The Human Resources representative or designee shall 1) personally deliver, or 2) mail the Notice of Hearing and Other Deadlines, by regular and certified mail, to both parties, to the address provided on the original appeal notice, evidenced by a Certificate of Service. It is the obligation of the Employee to provide the Human Resources Office with current contact information and address.

The Response Packet shall consist of:

- A list of written documents that the employer intends to submit in support of the suspension/demotion/dismissal.
- The Supervisor/Management Representative must obtain any documents he or she could not obtain to submit with the Response Packet and provide them to the Human Resources Coordinator no later than five (5) business days before the hearing.
- The Supervisor/Management Representative must also identify any relevant witnesses and include a description of what information each witness can provide.

The Human Resources representative shall forward a copy of Response Packet immediately to the Employee.

Either party may request a continuance. It will be the decision of the Employment Court Judge to grant or deny the request.

- If a dismissed Employee requests a continuance, they will forfeit potential back wages and benefits from the date of the first scheduled hearing and the new hearing
- If a continuance is requested and granted by the Employment Court, an Order Continuing Appeal Hearing shall be issued to both parties
- An Employee shall file a request for a Continuance with the Employment Court at least three (3) business days prior to the hearing, unless exceptional circumstances warrant otherwise.

The parties are responsible to arrange for the attendance of their own witnesses. Failure to secure attendance of a witness may result in a waiver of the right to have that witness's testimony considered. Witnesses shall not be allowed in the hearing room until they have been called to testify.

Failure to abide by the requirements of the Notice of Hearing and Other Deadlines, including failure to appear for a properly scheduled hearing, may result in the entry of a judgment in favor of the opposite party.

An Appeal Hearing requires the presence of the Employee and a Supervisor/Management representative.

If one of the parties fails to appear, unless exceptional circumstances warrant otherwise, the Employment Court shall enter a judgment in favor of the opposite party. A judgment for non-appearance shall be reversed only under exceptional circumstances and by Motion for Reconsideration, within five (5) business days of the Employment Court's order.

The Employment Court Judge shall administer an oath to both parties and witnesses, if any, prior to their testimony.

During the hearing, the Supervisor/Manager Representative will make a verbal presentation to the Employment Court Judge to explain why the suspension/demotion/dismissal action was taken. At this time, the employer may present documents previously submitted to support the decision and call witnesses to testify. The Employment Court Judge may also ask questions of the employer representative and his/her witnesses.

Following the employer's presentation, the Employee may make a verbal presentation of his/her case to the Employment Court Judge. The Employee may present documents previously submitted to support the appeal, and call witnesses to testify. The Employment Court Judge may also ask questions of the Employee and his/her witnesses.

The parties may also bring an attorney or spokesperson for support and/or to present their case.

Both parties will be given the opportunity to present an opening statement and a closing statement. This is their opportunity to tell the Appeal Hearings Officer their story about what has occurred.

The Employment Court Judge shall issue a written decision within five (5) business days after the Appeal Hearing. The Employment Court Judge shall forward the written decision to the HR Coordinator or designee, who will forward a copy to both parties.

Should the Employment Court Judge award back pay, benefits, and/or reinstatement to position, the appropriate entity's Human Resources Department shall, immediately upon receipt of the order, fill out appropriate paperwork requesting payment of the Order, and/or reinstatement to position and forward a copy of the Order to the Payroll Department.

It will be the responsibility of Human Resources to expunge any suspension/demotion/dismissal document from the personnel file that is overturned or reduced by the Employment Court Judge. These documents should be stored in the appeal file, along with the written order.

6.3.3 BURDEN OF PROOF

The disciplinary action shall be upheld if the evidence and testimony show there was a reasonable basis for taking disciplinary action. The Employee has the burden to prove otherwise.

6.3.4 DECISION

The written decision of the Employment Court shall be based upon the evidence and testimony offered during the hearing.

6.3.5 AWARD

The Employment Court's authority is limited to the following:

- Upholding the suspension/demotion/dismissal issued by the employer;
- Overturning the suspension/demotion/dismissal issued by the employer;
- Reducing the suspension/demotion/dismissal to one at a lower level (e.g., from a termination to an unpaid suspension);
- Awarding back pay and benefits:
 - Reinstatement of benefits includes Medical and Dental coverage, and personal leave accruals that were lost due to suspension/dismissal.

- Medical and Dental benefits can only be reinstated retroactively for the preceding six-month period.
- The Employment Court does not have the authority to order relief beyond the scope of the appeal.

6.3.6 NOTICE OF WRITTEN DECISION

The Human Resources designee shall mail the written decision via U.S. mail, both regular and certified mail to both parties.

6.3.7 ADMINISTRATIVE REVIEW

Either party to an Employment Court proceeding may have an appeal on record to any final decision of the Employment Court Judge, including for an award of attorneys' fees. The request for appeal shall be in writing and filed with the appropriate Human Resources Department on the designated Petition for Administrative Review Form. The Petition for Administrative Review must be filed within five (5) business days from the date of the Appeal Hearing Officer's decision. All documents filed will be delivered, in person, or by certified and regular mail, to the last address of record, to the other party by the Human Resources designee.

The third-party Administrative Review Officer shall issue a Scheduling Order which shall include deadlines for both parties' briefs following the filing of a Petition for Administrative Review. The Scheduling Order shall set a deadline for both sides to submit a five (5) page brief on appeal. There will not be an additional hearing. The third-party Administrative Review Officer shall consider the briefing and the evidence and testimony from the hearing and will make a decision.

The third-party Administrative Review Officer will issue a decision to uphold, modify, or reverse the Employment Court's initial order where the decision is found to be unsupported by the evidence and/or testimony provided. This decision will be issued upon the date confirmed in the Scheduling Order.

6.3.8 FILES AND RECORDS

A designated representative(s) of the entity's Human Resources Department shall maintain all appeals files.

- Each appeal and all subsequent documents shall be stored in its own individual file, separate from the personnel file, labeled by year and case number, categorized, and filed in a designated area for appeal files.
- The entity's Human Resources Department shall store adjudicated files for:
 - Five (5) calendar years from the hearing date.

6.3.9 ATTORNEYS' FEES

If the Employment Court reverses or modifies the disciplinary action, the Employee may petition the Employment Court for reasonable attorney fees, if the Employee was represented by an attorney in the appeal hearing. The Employment Court Judge shall consider the following factors in determining reasonable fees and costs: 1) the time expended by the attorney; 2) the difficulty of the questions at issue; 3) the reasonableness of the hourly rate for the work performed; 4) the reasonableness of the amount of time expended for the work performed; 5) the usual and customary fee in the community; and 6) the benefit resulting to the Employee.

The Employee's attorney shall file with the Employment Court and serve the parties via regular and certified mail and/or personal service, within ten (10) business days, a Petition for Attorneys' Fees

supported by an affidavit of the attorney setting forth, at a minimum, the following information: 1) the general level of experience of the attorney; 2) the level of experience of the attorney in the particular field of law at issue; 3) the degree of responsibility and involvement the attorney had in managing and preparing for the hearing; 4) the time spent on the case including some degree of explanation as to the work performed and the necessity of the work performed during that time; 5) the attorney's normal hourly rate and the rate charged for that particular case; and 6) the uniqueness of the subject matter at issue during the hearing.

The Employer shall have seven (7) business days to file a written response to the Petition for Attorneys' Fees. The Employer shall serve its response via regular and certified mail and/or by personal service.

There will not be an additional hearing. The Employment Court Judge shall consider the briefing submitted and will make a decision within five (5) business days after receipt of the Employer Respondent's response.

There shall not be an award of attorneys' fees for appeals filed before the third-party Administrative Review Officer.

Either party may file an appeal of an award of attorneys' fees to the third-party Administrative Review officer, per the guidelines above.

6.3.10 PROHIBITION OF RETALIATION

QCV does not tolerate any form of retaliation against Employees, availing themselves of this procedure in good faith. If an Employee feels that he/she has been threatened or otherwise harassed at any time during the appeal process, or afterwards, he/she is required to so notify the Human Resources Manager in writing. The Human Resources Manager, or if applicable, the General Manager, will investigate such complaints and take proper action to resolve the situation. This appeal procedure does not nor should it be construed as preventing, limiting, or delaying QCV from taking appropriate action against any individual, up to and including dismissal, in circumstances where QCV deems corrective action is appropriate, including but not limited to, situations involving problems of overall performance, conduct, attitude, or attendance.

6.3.11 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Appeal Hearing Procedure shall be interpreted or construed as a waiver of the Tulalip Tribes' /QCV or its entities' sovereign immunity.

7 HEALTH AND SAFETY

7.1 SAFETY GENERALLY

Maintaining a safe work environment is an important shared responsibility. We all must take reasonable steps to ensure workplace safety. QCV complies with all applicable Tulalip Tribal, QCV, and federal safety laws and regulations. You must obey and strictly adhere to all safety rules, and exercise caution at all times in your work activities. You also must immediately report any unsafe conditions to your Supervisor and the Health and Safety Department. All employees are expected to correct unsafe conditions as promptly as possible.

7.2 DRUG AND ALCOHOL-FREE WORKPLACE

All Employees are required to abide by the terms of the Tulalip Tribes Central Drug and Alcohol Chapter and policies. See also Tulalip Tribal Code Chapter 9.35. Tulalip requires all Employees to report for work, fit to perform their job duties, and prohibits the abuse or misuse of illegal drugs.

7.3 ACCIDENTS

No matter how insignificant an injury may seem at the time, notify your Supervisor and the Health and Safety Department immediately if you suffer any injury while on the job and complete the necessary paperwork to file a claim for workers' compensation.

7.4 MEDICAL EXAMINATIONS

QCV may require that you have your physician provide us with information regarding your fitness for work (also known as fitness for duty). In addition, QCV may require a medical examination by a physician we designate to determine your fitness for duty. These examinations will be conducted at times we specify and will be paid by QCV.

7.5 EMPLOYEE PARKING

Employees must park in employee designated spaces. Vehicles found to have unattended children, vulnerable adults and/or pets shall be reported to the proper authorities.

7.6 SMOKE-FREE WORKPLACE

Tulalip maintains a smoke-free workplace. Smoking is only allowed in designated areas.

7.7 WEAPONS

You are prohibited from bringing weapons onto Tulalip/QCV premises. You are also prohibited from having weapons readily accessible, for instance in a vehicle driven to work. This applies to all weapons of all kinds, including guns, knives, and related paraphernalia such as ammunition. Carrying mace, pepper spray, or the like for defensive purposes, however, is not a violation of this policy. [Res. 2019-351; Res. 2016-460].

8 FALSE CLAIMS & WHISTLEBLOWER

All Employees are required to abide by the terms of the False Claims Provisions Policy as passed by the Board of Directors in Resolution 2021-285.

Mandatory training will be provided to Employees annually. Violations of the False Claims Provisions Policy will be reported to the proper authorities. Employees found in violation will be subject to corrective action up to and including dismissal.

9 CONCLUSION

Again, we welcome you to your employment here at QCV. We are pleased to have you on our team. We hope that this Handbook has answered questions that you may have about our workplace. Please feel free, at any time, to present additional questions to Human Resources

9.1 TULALIP TRIBES QCV EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGEMENT

I have received and read a copy of the **THE TULALIP TRIBES/QUIL CEDA VILLAGE EMPLOYEE HANDBOOK (THIS INCLUDES ALL ENTITIES OF QCCCC, QCV, TDS, TULALIP PHARMACY AND SALISH NETWORKS)**

I understand and agree that this EMPLOYEE HANDBOOK:

- **REVOKES** and supersedes any prior summaries or statements or representations of employment policies and procedures, specifically Title 9.10 et al. However, it does not supersede the provisions of individual employment contracts. In the event of a conflict between an Employee Contract and this Handbook, the terms and conditions of the Employee Contract shall control.
- **IS** an evolving document, which QCV expects to revise and update from time-to-time. QCV shall keep me advised of changes in policies and procedures covered in this Handbook. Provisions in this Handbook, including compensation and benefits, are subject to changes and exceptions without advance notice at QCV's discretion. All decisions regarding the application or interpretation of policies in this Handbook are also at QCV's discretion.
- **IS NOT** my only source of information on employment-related issues. If I have additional questions, I should talk with my Supervisor or Human Resources.
- **IS NOT** a set of inflexible rules. The policies in this Handbook are not a set of promises of specific treatment in specific situations.
- **DOES NOT** guarantee continued employment. QCV hopes that the employment relationship with you will be ongoing and rewarding for you and QCV. However, corrective action, including dismissal, may be applied if necessary.
- **I UNDERSTAND** that I do not have a property interest in my job.

If QCV mistakenly overpays me, it may deduct the overage from my future paychecks. At the time my employment ends, QCV may deduct from final paycheck any amounts I then owe QCV, including, amounts for Tulalip/QCV property I have not returned.

Please keep a copy of this Receipt and Acknowledgement for your records.

DATE:

EMPLOYEE SIGNATURE

PRINT EMPLOYEE NAME