



SQUAXIN ISLAND TRIBE

RESOLUTION No. 00- 26

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; **and**

WHEREAS, under the Constitution, Bylaws, and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education, and general welfare of tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; **and**

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education, and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; **and**

WHEREAS, the Squaxin Island Tribal Council recognizes that the U.S. Census is vital to our Tribal community in that it determines the apportionment of seats in the United States House of Representatives and the Washington State Legislature, and is the basis for the allocation of billions of dollars of federal, state, county, and tribal funds for social and other programs; **and**

WHEREAS, the Squaxin Island Tribal Council understands that in the Census Bureau's understanding and implementation of the unique legal relationship between the United States Government and American Indian and Alaska Native Tribal Governments, the Census Bureau is implementing a Tribal/Alaska Native Liaison Program throughout the United States for Census 2000 to provide program information, offer employment opportunities, and interact with all tribal entities in an effective, respectful, and sensitive manner; **and**

WHEREAS, the primary purpose for the Bureau of Census, according to the U.S. Constitution, Article 1, Section 2, is to mandate an enumeration of the population every ten years, and under authority and guarantee of Title 13 laws of the Census Code, is required to keep all information collected in strictest confidence; **and**

WHEREAS, the Squaxin Island Tribal Council recognizes the benefits of participating in Census 2000 to the Tribal community is the collection and receipt of valuable data that will be used by the Tribal government, staff, business ventures, and numerous community, social, and health programs located both on and off Indian trust lands; **and**

WHEREAS, the Squaxin Island Tribal Council is committed to partnering with the U.S. Census Bureau in preparing for Census 2000 through address list updates, census map corrections, and jurisdictional boundary updates; **and**

WHEREAS, the Squaxin Island Tribal Council has been asked by the Census Bureau to appoint a Tribal Liaison to work with Census personnel and form a Complete Count Committee composed of key stakeholders within the Tribal community who will meet on a regular basis to discuss census issues, to help to publicize census activities, to promote employment and media opportunities, and to increase the overall involvement of the American Indian community in this knowledge based enterprise; **and**

WHEREAS, the Squaxin Island Tribal Council understands that the current Tribal Liaison, David Frey, has been assigned other duties, so a new Tribal Liaison has been assigned to this position.

THEREFORE BE IT RESOLVED that the Squaxin Island Tribal Council hereby proclaims Census 2000 as a top priority for the Squaxin Island Tribe to strengthen public awareness to decrease census undercounts for American Indian people and to work together to improve the accuracy and quality of census taking results for Census 2000.

THEREFORE BE IT FURTHER RESOLVED that the Squaxin Island Tribal Council appoints *Lynn Scroggins* as the Tribal Liaison and point of contact for the Squaxin Island Tribe for all matters related to Census 2000.

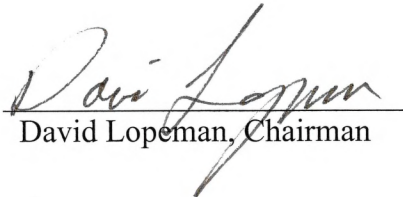
BE IT FINALLY RESOLVED that the Squaxin Island Tribal Council does hereby authorize the Tribal Chairman, the Executive Director, or the Deputy Executive Director to be the Tribe's signatory and representative in all future matters requiring Tribal Authorization on this particular project, and that these authorities shall be for the duration of the project.

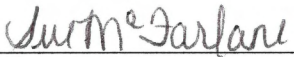
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CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 9th day of March, 2000, at which time a quorum was present and was passed by a vote of 4 for and 0 against with 0 abstentions.


David Lopeman, Chairman

Attested by: 
Sue McFarlane, Secretary


Cal Peters, Vice Chairman





Differences between Proposed Plan and Labor & Industries

1.004

Proposed Plan

Part time or irregular scheduled employees wages are based on actual earnings at the Tribe.

L&I

Part time or irregular scheduled employees wages are based on hours worked at current jobs as well as dollars earned in previous jobs at another employer.

Benefit Difference

Under the proposed plan the Tribe would calculate workers compensation wages based solely on the loss of wages from the Tribe. The calculation represents what the worker is losing in income.

1.007

Proposed Plan

The test of what is compensable is based on an injury that arose out of the employment and occurred in the course of employment.

This section also sets criteria for carpal tunnel claims of “substantial evidence” of causation.

Claims for horseplay would not be allowed.

Occupational disease claims have exclusions that include second hand smoke and stress.

L&I

The test at L&I is that the injury must arise from the employment but not necessarily be in the course of the employment.

Carpal tunnel is almost always covered even if the worker has only worked for the Tribe a short time or the job would indicate that repetitive motion is limited.

Horseplay is covered.

Second hand smoke and most stress claims are covered.

Benefit Difference

Arising out of the employment and in the course of employment simply puts a higher standard of causation from the job to the injury. Substantive evidence in carpal tunnel will ensure that those workers who have carpal tunnel as a result of the employment are paid but those who have carpal tunnel for other reasons will not receive benefits. Issues of horseplay are solved by instructing workers that they must be responsible for their behavior and the Tribe will not be paying for their "horseplay"

1.008

Proposed Plan

This section reiterates that mental claims will not be covered.

L&I

Although Washington State law says the mental mental claims are not covered, in practice they are frequently paid.

Benefit difference

The proposed plan reiterates what the law really is in Washington on this subject.

1.009

Proposed Plan

Claims that occur because of alcohol or drugs (non prescription or overuse of prescription) are not covered

L&I

L&I pays these claims at 50% of benefits due.

Benefit Difference

The message in the proposed plan is very strong. Drug abuse of any kind is not tolerated in the work place.

1.013

Proposed Plan

This section adds “Elders” as dependents.

L&I

Elders are not a mentioned dependent in the law

Benefit Difference

In keeping with the Mission Statement of the Tribe, Elders are counted as dependents when appropriate.

3.001

Proposed Plan

Reporting requirements are stricter.

1. management or manager must be notified as soon as the worker is injured
2. Employee must report an injury no matter how slight by the end of shift or within 72 hours.

3. If the worker receives medical attention the injury must be reported in 7 days or first day of time loss.

L&I

A worker has one year to report an injury or seek medical care.

Benefit Difference

The proposed plan allows both the Tribe and Berkley Risk Administrators to gain control of the claim. An investigation can be done as to safety issues, witnesses identified and quality medical care sought. Ultimately the cost of the claim is likely to be reduced because of this activity.

3.002

Proposed Plan

If a worker receives medical care and then at a later date again must go to the physician it is the workers responsibility to notify management within 72 hours of the additional medical care.

L&I

The worker has no responsibility to notify anyone of the treatment. Often what happens is the claimant sees the doctor several times before the employer or the State knows the treatment is being rendered.

Benefit Difference

Under the proposed plan the medical management of the claim is under much greater medical control. Workers are responsible for notification and the Administrator can then monitor the quality and amount of medical care given.

3.003

Proposed Plan

The supervisor or manager to whom the worker has reported a claim must notify the administrator within 3 days of notification.

L&I

There are no standards for notification. Often notification is 2 to 3 months following the incident report.

Benefit Difference

It is impossible to manage a claim that you know nothing about. The proposed plan allows for early intervention in the claim for medical management and return to work.

3.004

Proposed Plan

The employee has 3 months from notification by the physician to file a claim for occupational disease.

L&I

The worker has two years to file the claim after notification.

Benefit Difference

It is difficult to ensure quality medical care is given the worker if the claim is not filed timely. It is also difficult to determine if the claim is compensable with long lapses of time between occurrence and reporting.

4.001

Proposed Plan

Non emergent care will be rendered at the Squaxin Island Health Clinic if that facility is open at the time of injury. If that facility is closed treatment will be rendered at Mason General Hospital.

L&I

The worker has freedom to go anywhere for treatment.

Benefit Difference

By providing treatment at the Health Clinic the treatment is more timely and there is immediate control of medical issues. Return to work can be addressed immediately. There will be some cost savings from this section.

4.002

Proposed Plan

A worker must get approval for transferring physicians.

L&I

Workers can change physicians as often as they want

Benefit Difference

The controlling of medical care is critical to a well-managed program. The goal is to ensure the workers received quality, necessary medical care in a timely fashion. By controlling the referral we avoid duplicate x-ray, tests and can ensure the new physician has all the information available when they examine the worker.

4.007

Proposed Plan

Childcare is set at a figure of \$25.00 per day per child. Hotel and meals are pre authorized for cost.

L&I

There are no limits to the daily child care expenditures. Hotel and meals are set at the state rate.

Benefit Differences

The administration of this part of the plan is simplified with the limits established. By allowing no more than \$25.00 per day for each child the expectations of reimbursement is clear. Hotel and meals are often difficult for the worker under the L&I plan. This plan may be less expensive in some areas and more expensive in others. The worker will not be harmed in this section.

4.009 and 4.010

Proposed Plan

The worker is expected to attend scheduled appointments and cooperate with rehabilitation efforts. Benefits will be terminated if there is not a valid reason for attending the exam or not cooperating.

L&I

The worker can miss as many as three to four appointments before the benefits are terminated. Each of these appointments is charged to the file as a no show. The worker is frequently receiving time loss during this period.

Lack of cooperation in a vocation rehabilitation plan often results in developing a new plan and extends the claim 6 to 8 months. Time loss benefits are paid during this period.

Benefit Difference

The major difference is the responsibility the worker has to seek appropriate medical care and be involved in his or her own recovery. If there is a valid reason for not attending an appointment that will be considered but prolonging the time loss and the management of the claim because of failure to attend appointments or cooperate with vocational experts will not be tolerated.

4.011

Proposed Plan

The worker must sign a release for Berkley to obtain previous medical history.

L&I

When a worker signs the report of accident form they are in fact authorizing L&I to obtain previous medical history. This process is very cumbersome in that the doctors who do not routinely treat workers compensation patients do not understand the releases.

Benefit Difference

There are no differences in the benefits only in the process of obtaining these records

5.002

Proposed Plan

Workers who return to light duty or temporary jobs at a lesser wage are reimbursed by taking the difference between what they would have made on a weekly basis if it were not for their injury and what they are making in the light duty job. The total is then paid at 60%. The worker receives a check from the light duty job and a check from Berkley that together adds up to the amount they would have made if not injured after taxes.

L&I

The calculation at L&I are similar in that the wage at time of injury is considered as is the light duty wage. These numbers are then compared to the State rate and adjusted in a formula for loss of earning power amounts.

Benefit Difference

Because the benefits under L&I are calculated on the average weekly wage in the state and not on what the worker is actually making the final figure is often more than the worker would have made if not injured. The difference is about \$30 per week less to the worker

5.005

Proposed plan

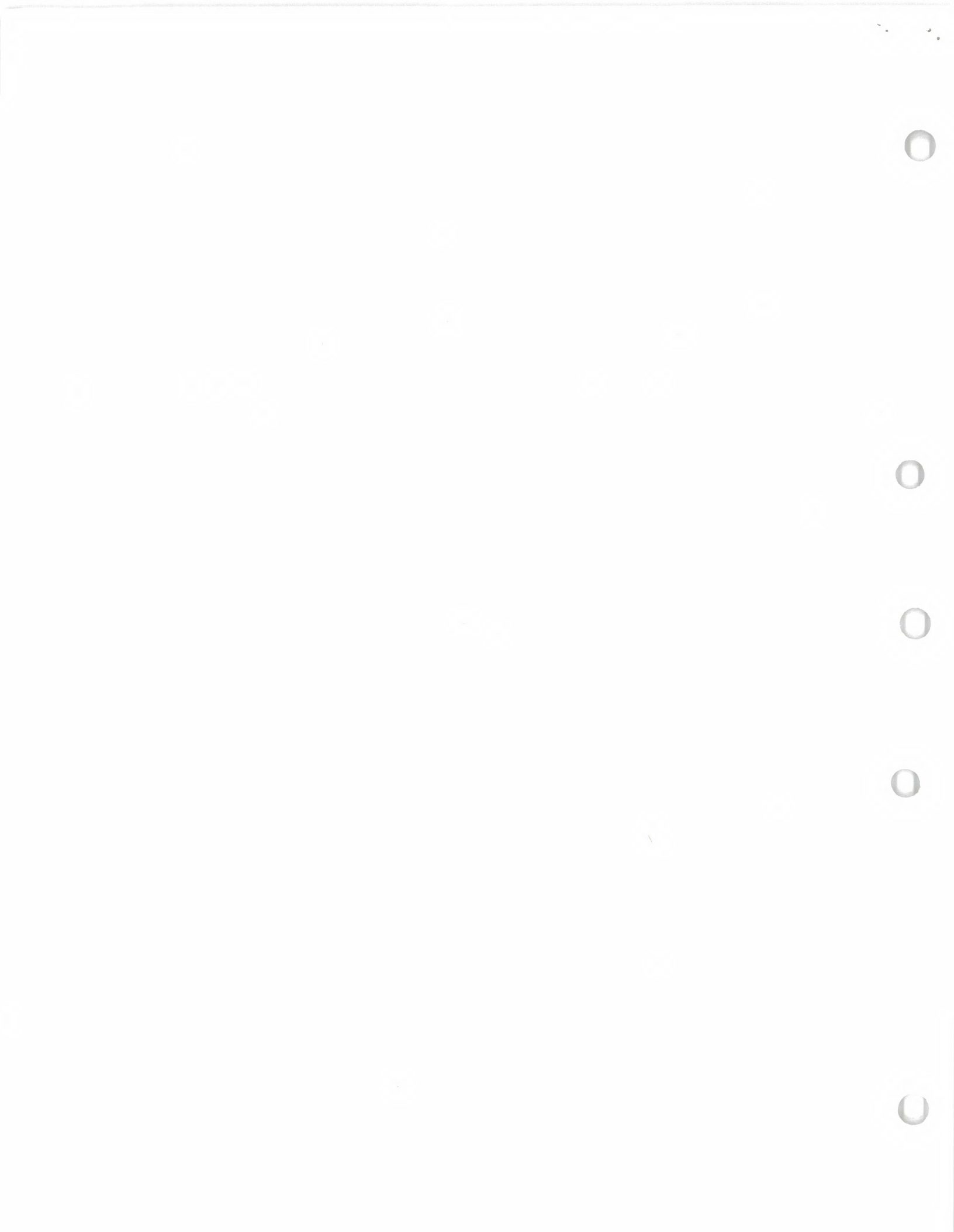
The Permanent Partial Disability is based on a premise of the whole person is equal to 520 weeks of temporary total disability.

L&I

The disability tables are based somewhat on ability to work given a disability but as much on whatever was negotiated at the time the tables were created in the legislature.

Benefit Difference

The benefits under the proposed plan are about one half of those of L&I. The difference is the logic at deriving these amounts. Permanent partial disability is awarded in the amount that the injured part of body contributes or hinders work. L&I rates are significantly higher and as such promote an abuse by the physicians and workers. The proposed plan more accurately reflects the functional disability as it relates to work.



6.001

Proposed Plan

Benefits are paid for 520 weeks to the dependents of a deceased employee. Benefits paid until remarriage or child reaches age of 18 or 23 if a full time student.

Spouse 50% of weekly wage at time of injury

Spouse and one or more dependents=60%

One dependant but no spouse = 40%

Two or more dependents but no spouse 60%

L&I

Benefits paid until remarriage and or child reaches age of 18 or 23 if a full time student.

Spouse receives 60% of workers wage

Spouse and one or more dependants =60% plus 2% for each child up to 10%

Children but no spouse equals 35% to guardian and 15% to each child up to 65%

Benefit Difference

Under the proposed plan the plan has a time specific ending.

Benefits are a little less per month than the State.

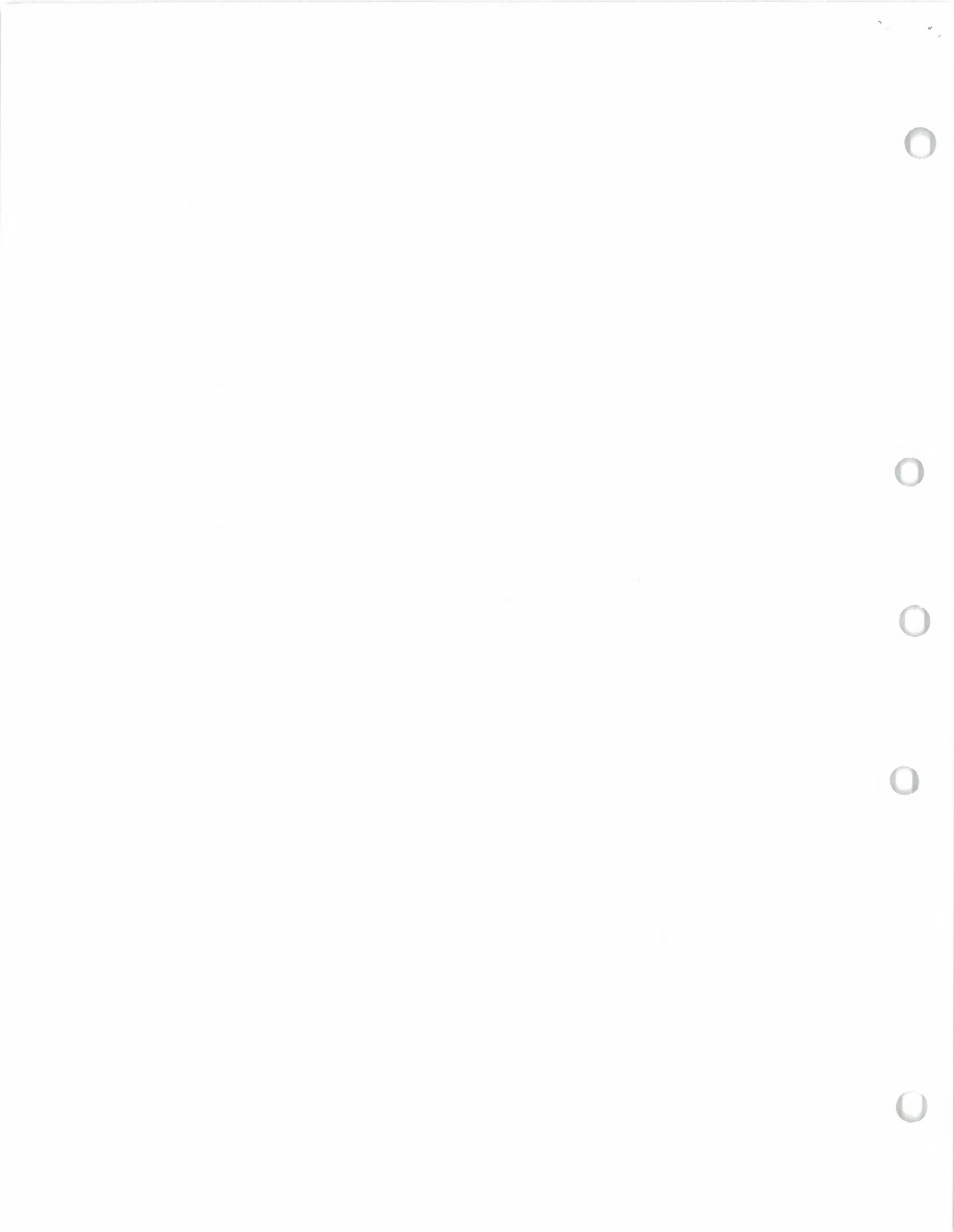
6.001

Proposed Plan

Payment for burial is \$3,5000

L&I

Payment for burial is 200 % of average monthly wage at time of injury.



Benefit Difference

The difference is based on the wage at time of death. It could be double the proposed plan or equal to the proposed plan depending upon injury date.

7.001

Proposed Plan

If a worker suffers an exacerbation of the injury or has further trouble with the injury within one year of date of injury the claim is handled as an aggravation and not a new claim. The monthly wages etc. is the wage at time of injury.

If a worker leaves employment of the Tribe they cannot reopen their claim. If they remain in the employment of the Tribe and wish to reopen after the one year time limit there must be

- Medical evidence of a worsening of condition

- A request to reopen filed with Berkley

- The request must be filed within 2 years following the first closure

- No claim can be reopened after five years from the closing date

L&I

A worker can file a new claim for the same body part at any time. The worker has seven years from date of first closing to file a claim for reopening. A worker can file a reopening after the seven years for medical treatment only.

Benefit Difference

Under the proposed plan the Tribe will have control of the environment the worker is working in. The time frame takes into account the aging process and correctly eliminates that as a reason for reopening.

The rules of L&I are frequently abused and the departments consistently is paying for ailments that are not related and are more appropriately filed under the health insurance.

Section 10

Proposed Plan

This entire section is different than L&I. It allows for a workers compensation review board to review protests of decisions and to arbitrate resolution between the parties. The final disposition of the claims in the hands of the Tribe. There are no attorneys involved only the worker, administrator and the tribe.

L&I

The appeal process of L&I is three tiered. It is expensive and promotes litigation.

Benefits Difference

The tribe is in control of outcome of claims that are protested. There are no attorneys involved in the claim. The resolution and arbitration process is quick, definite and fair. The worker continues to have a course of action to have their issues heard but the Tribe will have the final determination of outcome.

