

TRIBAL EMPLOYMENT RIGHTS OFFICE

Confederated Tribes of the Warm Springs Indian Reservation

COMPLIANCE AGREEMENT

Project Name: _____

Contractor: _____

Whereas, the Tribal Employment Rights Office (TERO) program for the Confederated Tribes of the Warm Springs Indian Reservation, have entered into an agreement with _____, as a result of their being awarded a contract for the _____ project, AND

Whereas, the employer is hereby notified that no construction activity shall commence within the Warm Springs Indian Reservation until a written plan for contractor compliance agreement with tribal Indian preference laws has been agreed to, AND

Whereas, no contractual activity shall begin until a compliance agreement is approved by the TERO program, containing payment of the applicable TERO fees, Indian preference hiring goals, subcontracting, appropriate wage scale provisions, reporting requirements, AND

Whereas, all construction employer(s) who violates this code or a compliance agreement shall be subject to penalties including suspension of operations, and/or monetary fines.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Compliance Agreement: an agreement between employer, construction contractor, contractor, ODOT contractor and the Tribal Employment Rights Office, setting forth how the employer will meet Indian preference hiring, subcontracting goals and compliance with the TERO code. The compliance agreement must be executed prior to commencement of any portion of a construction, contract or sub-contract within the Reservation.

Contractor/Subcontractors: the general/prime contractor shall confirm that all its subcontractors comply with the TERO Code. The general contractor who is a construction employer may be held liable for violations of this Code by its subcontractors.

Preference in Contracting and Subcontracting: Construction Employers located on or engaged in work on the Reservation shall give preference to Indian owned businesses in the award of contracts or subcontracts to the extent permitted by applicable law. All other employers shall give preference to Indian owned businesses in the award of subcontracts to the maximum extent feasible as permitted by federal law, budget, and fiscal policies of the Confederated Tribes of Warm Springs.

Tribal Employment Rights Program: All contractors, construction employers located on or engaged in work on the reservation shall: give preference to hiring Indians, promotions, training, and all aspects of employment, contracting and subcontracting, business opportunities; and comply with compliance agreement executed under this TERO code.

Compliance Fees: Every construction employer, contractor with a construction, renovation, improvement, or expansion contract in the sum of ten thousand dollars (\$10,000) or more shall pay a fee of 2.5% of the total amount of the contract. Such fees shall be paid the contract employer prior to commencing work on the reservation.

Hiring Goals (Attachment 1) TERO reserves the right to negotiate for any position listed on hiring goals attachment in order to meet the prescribed employment goals. Any non-Indian found to be working on the project who has not be approved by TERO in accordance with this compliance agreement will constitute non-compliance and in violation of this agreement.

All laborer and training or apprentice positions will be filled by Indians referred by the TERO program, in addition to those hired by craft, as indicated on Attachment One of this Compliance Agreement.

Contractors Specific Obligations Contract: as a contractor/subcontractor conducting business on or near the Warm Springs Reservation, your specific obligations under the Tribal Employment Rights Code and this contract include the following: list of all positions on this project; core crew and rational; trade unions on project; job vacancies; on-site inspections; certified Weekly Payroll reports.

Failure to comply with the TERO Compliance Agreement shall be deemed a violation of a binding contract and shall be subject to penalties as prescribed in Chapter V, Penalties and Enforcement of the CTWS TERO Code.

No contract work will begin until all applicable agreements are signed.

Contractor Representative

Date

Title

TERO Representative

Date

Title

Confederated Tribes of the Warm Springs Indian Reservation

“ATTACHMENT ONE”

Project Name: _____

Employer: _____

TERO Representative Approval: _____ Date: _____

Employer Approval: _____ **Date:** _____

TERO reserves the right to negotiate for any positions listed above in order to meet the prescribed employment goals. This attachment supplements the TERO Compliance Agreement in which the Employer agrees to meet their obligation pursuant to the CTWS Tribal Employment Rights Code.

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CONTRACTOR'S SPECIFIC OBLIGATIONS

As a contractor/subcontractor conducting business on or near the Warm Springs Indian Reservation, your specific obligations under the Tribal Employment Rights Code and this contract include the following:

1. Provide TERO with a precise listing of positions you will use on this project from the superintendent on down, and the number of each craft. These positions will be negotiated for as well as any Core Crew requested;
2. Core Crew requests must be in writing with rationale for each. The listing of positions and the Core Crew requested must be submitted to TERO at least three (3) days prior to a required pre-construction meeting with TERO staff or start up of the project. Core Crew must have been on the Company payroll for at least six (6) months in order to qualify as Core Crew.
3. Inform TERO of all signatory trade unions to be involved in the project. TERO obligations have priority over union obligations by a contractor signatory to any trade unions. However, TERO will consider Indian workers of the trade unions in order for contractors to meet their hiring goals.
4. Notify TERO of all job vacancies. All available Indian applicants shall be considered first before any non-Indians are considered for employment and training. If no qualified Indians are available, TERO will provide a consent form to waive this obligation;
5. Employees referred by the TERO program will have preference in retention of potential employment from the beginning to the end of the project. TERO must be informed of any lay-offs.
6. Before any TERO referral is terminated from the project you must inform TERO immediately to allow for informal counseling;
7. Allow on-site inspections by TERO representatives;
8. Provide copies of certified weekly payroll reports to the TERO program after each pay period as specified in the TERO Compliance Agreement;
9. No work on the scheduled program will begin until all applicable agreements are signed. Failure to sign the required agreements shall serve as just cause for the contractor/subcontractor to be subject to sanction(s) as prescribed in the TERO Compliance Agreement and CTWS TERO Code.

Tribal Employment Rights Office Specific Obligations

I acknowledge that I have read and that I understand the specific obligations as set forth above. I agree to abide by these obligations in their entirety.

Employer Representative

Date

Company

TERO Representative

Date

Confederated Tribes of the Warm Springs Indian Reservation of Oregon

Tribal Employment Rights Ordinance

Notice to Contractors

To all contractors, construction employers, and the Oregon Department of Transportation (ODOT). The 26th Tribal Council of the Confederated Tribes of the Warm Springs Oregon adopted the Tribal Employment Rights Ordinance on February 24, 2015.

This code is consistent to existing federal and tribal laws. The TERO code stipulates: Indian employment, preference to hiring, promotion, training, apprenticeships, wages and all other aspects of employment; contracting, subcontracting; business opportunities; violation procedures, appeals, hearings, tribal court enforcement, judicial review, fees and fines.

All contractors and construction employers located on or engaged in work on the reservation shall comply with the TERO code, compliance agreement, and employment hiring goals.

All contract employers are required to meet with TERO manager to negotiate a compliance agreement. The compliance agreement between a contract employer and the TERO office, sets forth how the contractor will meet the Indian preference hiring, subcontracting goals and compliance with this code. The compliance agreement must be executed prior to commencement of any portion of a construction contract or subcontract within the reservation, or in the case of an ODOT contractor within or near the reservation.

All contract employers with a construction, renovation, improvement, or expansion contract in the sum of ten thousand dollars (\$10,000) or more shall pay a fee of 2.5 percent of the total amount of the contract to the TERO Office. Such fee shall be paid by the construction employer prior to commencing work on the reservation.

All contract employers who violates this code or a compliance agreement shall be subject to penalties including, but not limited to: denial of the right to commence or continue business on the reservation; suspension of operations; payment of back pay, and damage to compensate any injured party; an order to remove employee hired in violation of this code or compliance agreement; imposition of monetary civil penalties pursuant to a scheduled penalties promulgated by the commission; an order specifying requirement for employment, promotion, and training.

This code shall apply to all contractors, construction employers and ODOT located on or engaged in work on or near the reservation as permitted by this code and applicable federal and state laws identified in the memorandum of understanding.

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