

TRIBAL EMPLOYMENT RIGHTS OFFICE

Confederated Tribes of the Warm Springs Indian Reservation

CONTRACTOR COMPLIANCE AGREEMENT

Project Name: _____

Contractor: _____

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

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

Whereas, the employer, contractor, and construction employer who violates this code or compliance agreement shall be subject to penalties including suspension of operations, and monetary fines.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 3.01: Scope: Tribal Employment Rights Program: All construction employers located on or engaged in work on the reservation shall: give preference to Indians in hiring, promotion, training and all other aspects of employment; contracting, subcontracting, business opportunities; and comply with the compliance agreement executed under this code.

Section 3.02: Compliance Agreement: Each employer, construction employer, and ODOT contractor shall meet with the program manager to negotiate, execute, and comply with TERO compliance agreement which sets forth:

The minimum number of Indians hired for any particular project while the employer or construction employer is located on or engaged in work on the Warm Springs reservation.

Applicable wage scale provisions, prevailing wage standards, and salary compensation terms that may be applicable to a project or contract under applicable federal or state, or tribal law.

Periodic reporting requirements for number of Indians employed, record of persons hired, fired, or promoted, and a statement regarding compliance with hiring goal.

Any violation of an executed compliance agreement shall be a violation of this code.

Section 3.04: Tribal hiring hall: placing qualified Indians in job positions. Employers and contractors shall not hire a non-Indian in violation of compliance agreement until TERO staff has certified within a reasonable time that no qualified Indian is available to fill the vacancy.

Section 3.06: Contractor/Subcontractors: the general 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.

Section 3.07: 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.

Section 3.10: Compliance Fees: Every construction employer 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. Such fees shall be paid by the construction employer prior to commencing work on the reservation.

Section 4.0 Violations procedures: failure to comply with the TERO Compliance Agreement shall be deemed a violation of a binding contract document and shall be subject to penalties as prescribed in chapter 5 - Penalties and enforcement.

Section 5.01: Penalties for violations

Hiring Goals (attachment one): TERO reserves the right to negotiate for any position listed on “attachment one” in order to meet the prescribed employment goals. This attachment supplements the Compliance Agreement in which the employer agrees to meet their obligation pursuant to the TERO code.

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, and will cause the Employer to be subject to sanction(s) as provided for in the TERO Code.

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.

Contractor’s Specific Obligations: list of obligations for conducting business on or near the Warm Springs Indian reservation.

Contractor Representative

Date _____

TERO Representative

Date _____

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Confederated Tribes of the Warm Springs Indian Reservation

COMPLIANCE AGREEMENT

“ATTACHMENT ONE”

HIRING GOALS

Project Name: _____

Employer: _____

TERO Representative Approval: _____ **Date:** _____

Employer Approval: _____ **Date:** _____

Positions	# of Each	# of Indians	%	Wage Rate
TOTALS				

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 employment from the beginning to the end of the project. Inform TERO 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

Tribal Employment Rights Ordinance (TERO)
Tribal Employment Rights Ordinance Compliance Fees

Contractor or Employer: _____

Address: _____

Telephone: _____

The Warm Springs Tribal Employment Rights Office, Confederated Tribes of the Warm Springs Reservation of Oregon Requires:

Section 3.10: COMPLIANCE FEES

Every Construction Employer with a construction, renovation, improvements, 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.

Such fee shall be paid by the Construction Employer prior to commencing work on the Reservation

Compliance fee shall be used for the office operating budget.

The TERO manager shall receive a copy of each compliance fee payment.

Contract Amount: \$ _____

TERO Compliance Fees: \$ _____

TERO Representative

Date: _____

Contractor / Employer: _____

Signature: _____

Date: _____