



# Compliance Plan

This agreement is entered into on this date: \_\_\_\_\_ between the Leech Lake Band of Ojibwe Tribal Employment Rights Office (T.E.R.O) and \_\_\_\_\_ (Employer) with respect to employment practices on the Leech Lake Indian Reservation.

### **1. CONTRACTOR**

Employer agrees to comply with procedures for the selection of Sub-contractor as set forth in the Leech Lake Band of Ojibwe T.E.R.O Ordinance.

\_\_\_\_\_ agrees that its Contractor and Sub-contractor will comply with the T.E.R.O. Ordinance in hiring any employees for the contract.

Non-Union Contractors shall meet with the T.E.R.O. staff 5 business days before commencing work on the Reservation to complete this Compliance Plan. Union Contractors shall meet with T.E.R.O. staff 7 business days before commencing work on the Reservation to complete this Compliance Plan.

### **2. EMPLOYMENT PRIORITY**

For the hiring of local Indians and Indian employment, T.E.R.O. will maintain a list of all available local Indians and Indian employees in the skilled and semi-skilled trade positions. Also, laborers and office/clerical workers.

The T.E.R.O. Office shall be given at least three- (3) business days' notice of any vacancy or new position.

For the purpose of this agreement, pre-employment standards are those directly job-related standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing the entry job as well as jobs at a higher level which with a reasonable amount of further training are normally filled by progression from the entry job level. This provision applies to those persons who at the time of application for employment are not fully qualified for the available job but have general potential of becoming qualified through a reasonable amount of training.

### **3. PRE-EMPLOYMENT STANDARDS**

Employer will be responsible for the interviewing of all referrals/applicants that T.E.R.O. refers to employer, before the hiring process begins.

Employer will not use qualification criteria or other personnel requirement as barriers to Indian employment except where such criteria are requirements by business necessity. Employers shall have the burden of showing that such criteria or requirements are required.

### **4. TRAINING**

The Employer agrees that all local Indian or Indians employees will be adequately trained for the position for which they are hired. All Indian employees will be evaluated and paid in accordance to current employer and company policy or pay scale set forth by job specification, whichever is higher.

If no qualified Indians are found in the position for which the employer is in need of, the employer agrees to hire Indians as "training position".

### **5. DISCRIMINATION**

There shall be no discrimination in wage rates or fringe benefits for employees on the basis of sex, national origin or religion.

## **6. EMPLOYMENT GOALS**

The Employment Goals for all contractors are to obtain 100% of the labor force, classified as skilled or unskilled laborers on the project, shall be from the T.E.R.O. Office. 60% of the skilled labor force, classified as "any skilled tradesman" on the project, shall be from the T.E.R.O. Office.

If the Employer is unable to meet the employment criteria set forth above; he or she shall have the burden of justifying the rejection of every applicant for any position and of substantiating the criteria used in hiring for the position as being performed.

## **7. EMPLOYMENT RIGHTS FEES**

Pursuant to Chapter 4 of the T.E.R.O. Ordinance the Employer shall pay Fees in accordance with the amount of his or her contract. The Contractor shall not commence work on the Reservation unless Fees are paid. Payment shall be in one payment unless other arrangements are made with the T.E.R.O. Director in writing. The Fees shall be made payable by check to the Tribal Employment Rights Office.

## **8. INSPECTIONS**

The T.E.R.O. Director or Compliance Officer shall have the right to inspect all sites where employment is taking place under the provisions of this agreement upon the Leech Lake Reservation.

## **9. RECORDS**

The Contractor shall maintain Certified Payroll Records on weekly bases. Payroll records shall be turned in to the T.E.R.O. Office after the pay period. The T.E.R.O. shall maintain a record of who applies for work, including those who were not hired. The files shall reflect the name, last known address, and employee craft or category for which such employee is or was available. The Contractor shall maintain a record of who was hired and if he or she has terminated a Referral. Such files shall be available at reasonable times and upon reasonable notice to the Director.

## **10. ASSISTANCE**

If Employer deems that an employee's performance is such that he or she is in danger of being suspended or terminates, employer shall contact T.E.R.O. for assistance in working out the problem.

## **11. EMPLOYMENT POLICIES AND PROCEDURES**

It is further understood that the employer recognizes that its operations are taken place within a unique cultural setting upon the Leech Lake Reservation. Employers will consider and take into account Tribal Holiday and other cultural customs so as to promote rather than hinder the employment of local Indians and Indians on the operations.

## **12. UNIONS**

Covered employers who have a collective bargaining agreement or other agreement or Understanding with one or more unions shall obtain a written agreement from such union(s) stating that the union(s) shall comply with the provision of this Ordinance and the rules, regulations. and orders of the Commission.

## **13. LAYOFFS**

If a layoff is required, the Employer shall conduct a layoff consistent with its obligations under Section 6 in this agreement to employ local Indians. Up to Section 6 of the work force within one (1) year of this agreement. Any layoffs must be justified by business considerations. The T.E.R.O. Office must be contacted.

## **14. CORE CREW**

Means a member of a contractors or subcontractors crew who is a regular, permanent employee that is in a supervisory or other key position, such that an employer would face a serious financial loss. Regular, permanent employee is one who is and has been on the employer's annual payroll during the entire past year or is one of the owners of the firm.

**Project:** \_\_\_\_\_

**Project location:** \_\_\_\_\_

**Sub-Contractor For:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_ **Completion Date:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Union:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Owner(s):** \_\_\_\_\_

**PM/Superintendent Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Foreman:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Scope of Work:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project Cost:** \_\_\_\_\_ **TERO FEE:** \_\_\_\_\_

**PARTY RESPONSIBLE FOR PAYMENT:** \_\_\_\_\_

**TERO FEE:** The Owner/General Contractor is responsible to pay a TERO fee at 3.00% on the total aggregate cost of all construction over \$5,000. TERO needs to be notified of any project increase or decrease to adjust the TERO fee accordingly.

I understand that at any given time after approval of this Compliance Plan if an experienced equivalent TERO worker is available, TERO may negotiate any already approved position/workers, over the duration of the project. Employers may not employ any non-TERO worker until TERO has been given 72 hours to locate and refer a qualified local preference worker.

**Core Crew:** Definition of Core Crew on page 3 number 14 *(Additional sheet on next page if needed)*

Name:	Position:	Hire Date:

**Non-Core Crew Employees:** Must be skilled tradesmen/skilled laborers *(Additional sheet on next page if needed)*

Name:	Position:	Hire Date:

**Tribal Hiring Request/Training Positions:**

Positions:	Number of Each:	Start Date:	End Date:

Company Representative Name Print	Date
Company Representative Signature	Date



## Leech Lake TERO Approval or Denial

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**TERO Officer Print Name**

**Date**

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**TERO Officer Signature**

**Date**

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**TERO Director Print Name**

**Date**

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**TERO Director Signature**

**Date**

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