

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 of 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, no contractual activity shall commence until this Compliance Agreement is approved by the TERO program, including payment of the applicable TERO fee and employment provisions for Indian preference, **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

Article I – Contractor/Subcontractors

_____, as the Employer of this project, agrees to comply with the TERO Code procedures for the selection of employees. The Employer will be responsible for relating these procedures to its subcontractors.

Article II – Employment Goals

The Employer agrees to abide by the Hiring Goals (Attachment 1). 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.

TERO reserves the right to negotiate for any employment positions listed on Attachment One, which will be the minimum that must be hired by the Employer. Wages will be paid according to applicable laws, when due.

Whenever the Employer determines that an employee referred by TERO is not performing adequately the Employer shall notify TERO immediately about the problem. TERO shall provide counseling to that employee. The Employer agrees not to terminate any TERO referral until a TERO representative has had an opportunity to provide counseling.

Certified Weekly Payroll reports will be submitted to the TERO program immediately following each pay period.

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 V, Section A, of the CTWS TERO Code.

Contractor Representative

Date

Title

TERO Representative

Date

Title

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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.

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