

TOHONO O'ODHAM NATION TRIBAL EMPLOYMENT RIGHTS OFFICE

P.O. Box 40 Sells, Arizona 85634 Office: 1-888-882-5510 (Toll Free) • Direct Line: (520) 383-3304 Fax: (520) 383-2781 • E-mail: tero@toua.net



TERO COMPLIANCE AGREEMENT PLAN FOR

(Project Title/Entity)

A minimum of twenty (20) business days before any covered employer, contractor or sub-contractor begins business activity, each entity, on the reservation, shall submit a Compliance Plan to the TERO Office for approval. All Compliance Plans must include, among other items required by this Ordinance, the name, position and a copy of the Employee's Tribal identification or if non-Indian, a copy of the employee's state issued identification for every employee position in the organization. No employer, contractor or sub-contractor may commence work on the reservation until it has met with the TERO Office and developed an acceptable Compliance Plan for meeting its obligations under these regulations.

ALL QUESTIONS <u>MUST</u> BE ANSWERED ON CURRENT FORM PROVIDED AND THE REQUESTED DOCUMENTS <u>SUBMITTED</u>. FAILURE TO DO THIS WILL DELAY THE PROCESSING OF THE COMPLIANCE PLAN AND PROGRESS OF THE PROJECT. QUESTIONS THAT DO NOT APPLY SHOULD BE MARKED "N/A" IN THE SPACE PROVIDED. CROSS-REFERENCE WHERE NECESSARY, SUCH AS "SEE ATTACHMENT A., PAGE 3".

FAILURE TO COMPLY WITH THE TERO ORDINANCE 01-85 MAY RESULT IN CIVIL PENALTIES.

1.	PRIMARY CONTRACTOR/EMPLOYER	SUB-CONTRACTOR/EMPLOYER
2.	NAME OF PRIMARY CONTRACTOR/EMPLOYER	
3.	UNION	NON-UNION
4.	LOCATION OF PROJECT/BUSINESS	
5.	WORK TO BE PERFORMED	
6.	COMPANY NAME	
7.	ADDRESS	
8.	OFFICE TELEPHONE	FAX
9.	JOBSITE TELEPHONE	EMAIL
10.	PROJECT MANAGER/SUPERINTENDENT	
		ny official to monitor all employment, training and contractual ance with the TERO Ordinance. The TERO Liaison will work closely
11.	APPOINTED TERO LIAISON	
12.	LIAISON PHONE NUMBER	TITLE
13.	PROJECT NUMBER	
14.	CONTRACT NUMBER	
15.	TOTAL CONTRACT AMOUNT	
16.	NAME OF FUNDING AGENCY	
17.	NAME OF CONTRACTING OFFICER	
18.	PROJECT ARCHITECT	

Pursuant to Section 11(a) of the TERO Ordinance, a covered employer with a construction contract in the amount of \$100,000 or more shall pay ½ of 1% of the total amount of the contract, such fee shall be paid by the employer prior to commencing work. Other than construction, covered employers with 20 or more employees or with gross sales of \$100,000 or more shall pay a quarterly fee of 1/2 of 1% of employees' quarterly payroll. The contractor is required to inform TERO of any changes in the contract. Payment will be made by money order to the "Tohono O'odham Nation", P.O. Box 837, Sells, Arizona 85634 and processed through the TERO Office. Please include project title. *NOTE: Installments of the TERO Fee require written approval from the TERO Director/Administrator which includes an interest rate. TERO Fees are paid by Primary Contractor of construction project.*

- 19. TERO FEE (1/2 OF 1%) DUE BEFORE PROJECT STARTS
- 20. APPROXIMATE START DATE
- 21. APPROXIMATE DATE OF COMPLETION OR APPROXIMATE DURATION

ATTACH THE FOLLOWING:

- 22. COPY OF P.O./CONTRACT/RESOLUTION/CHARTER/LEASE, ETC.
- 23. ORGANIZATIONAL CHART FOR THIS PROJECT/ORGANIZATION
- 24. CHECK APPLICABLE WAGE SCALE (Note: The T.O.N. Wage Scale applies to all projects where the total cost of construction is \$5,000 or more with the exception of direct contracts with the tribal districts, federal and state projects. Exemptions also apply to personal projects performed by a natural person, wages established by a collective bargaining agreement, projects performed with existing employees of covered entity for entity's own construction projects.):

T.O.N. Wage Scale
Davis Bacon Wage Scale
Exempt

Check type of construction project:

25. CONSTRUCTION SCHEDULE/BUSINESS PLAN

26. UNION AGREEMENT

(Tribal law requires that all covered employer who have collective bargaining agreements with any union must negotiate and file a written agreement with the union that provides that the union will comply with the provisions, rules, regulations and order of the TERO Ordinance. Failure by an employer to file a union compliance agreement with the TERO Office will constitute non-compliance.)

27. ATTACH A COPY OF IDENTIFICATION/DRIVER'S LICENSE FOR EACH KEY EMPLOYEE

28. LIST KEY EMPLOYEES. (Use separate sheet if needed.)

Upon approval of each key employee requested by the employer, TERO shall issue Hiring Hall Routing Slip. No employee will commence work until he/she has obtained a Hiring Hall Routing Slip.

A.	KEY EMPLOYEE	I	POSITION		<u>INDIAN/</u> NON-INDIAN	<u>KEY/</u> <u>NON-KEY</u>
	REASON					
	For Office Use Only: Recommendation:	KEY EN	MPLOYEE, ISSUE HHRS			
		DIAN OR LOCAL INDIAN A	DIAN AVAILABLE, ISSUE WAIVER			
		NON-R	EFERRAL (INDIAN)			
		INDIAN	N REFERRED:			
		OTHER	t:			
B.						
	REASON					
	For Office Use Only: Recommendation:	KEY EN	MPLOYEE, ISSUE HHRS			
		NO INDIAN OR LOCAL INDIAN AVAILABLE, ISSUE WAIVER				
		NON-R	EFERRAL (INDIAN)			
		INDIAN	N REFERRED:			
		OTHER	t:			

(TERO Use)

C.							
	REASON						
	For Office Use Only: Recommendation:	KEY E	MPLOYEE, ISS	UE HHRS			
		NO INDIAN OR LOCAL INDIAN AVAILABLE, ISSUE WAIVER					
	-		NON-REFERRAL (INDIAN)				
	-		N REFERRED:				
	-	OTHER					
	L						
D.		1			1	1	
D.	REASON						
	For Office Use Only: Recommendation:	KEV E	MPLOYEE, ISS				
	Tor Office Use Only. Recommendation.			AL INDIAN AVAILA	DIE ISSUE WA	IVED	
	-		REFERRAL (INI		DLE, ISSUE WF	II V EK	
	-		N REFERRED:	JIAN)			
	-						
	l	OTHER	K:				
29. 30.	ATTACHED A COPY OF PERSONNEL PROCESS. Is a drug test required?	L MANUAL		APPLICATION TO	BE USED IN S	ELECTION	
31.	If yes, what will the applicant be tested for	?					
32.	If yes, state laboratory, address and phone						
	NOTE: The Contractor may be required to		py of the drug te	st results to the TERO	Office.		
33.	Who will pay for drug test?	provide d eog	py of the artis ie.		0))////		
34.	What is the cost of the drug test?						
51.	what is the cost of the drug test.						
35.	What is the pay schedule (i.e., M-Sun) and	when are time	esheets due (dav	& time)?			
36.	When are employees expected to be paid (or		concetto due (duy	œ unic).			
37.	What are the arrangements for payday?	iay & time).					
38.	Will employees be paid for show-up time?			YE	2	NO	
39.	Will any employees be receiving subsistence	20 D 01/2		YE		NO	
39.						NO	
	If yes, please identify by name and position	1.					
40.	AS CONTRACTOR/EMPLOYER, LIST C OPERATOR, PAINTER, MASONS, ETC, number of man hours by craft and skill cate wishes to have approved as permanent and all data needed by the TERO Office to veri positions shall be filled with local Indians of that position. Provided, however, excludin training provided by the Employer can fill plan shall also describe how the employer of <i>Please attach job description</i> .). The Employ egory, needed key employee fy the status o inless the TER g apprentice(s a position, the	when t and training on the project. The ses (see subsection of those employed RO Office has de s), if the TERO Construction of the method of the terms of the second secon	g portion of the Comp The employer shall also a 2.1(b) of the TERO es. As provided in Se termined that there is office identified a loca uired to provide such	bliance Plan shall so identify those p Regulations) and ction 2.1, all non- no qualified India I Indian who, wit	show the bersons it shall provide permanent key an available for h on-the-job	
A.	CLASSIFICATION		<u>NUMBER</u> <u>NEEDED</u>	PAY RATE/HR (dollar amt req'd)	DURATION NEEDED	<u>(i.e., M-F,</u> <u>8-5 p.m.)</u>	
	Job Description						
	For Office Use Only: Recommendation:	KEY E	MPLOYEE, ISS	UE HHRS			
		NO INI	DIAN OR LOCA	AL INDIAN AVAILA	BLE, ISSUE WA	IVER	
		NON-R	REFERRAL (INI	DIAN)			
			N(S) REFERRE				
		OTHER					
	L. L						
B.							
	Job Description	I					
	For Office Use Only: Recommendation:	KEY E	MPLOYEE, ISS	UE HHRS			
				L INDIAN AVAILA	BLE. ISSUE WA	IVER	

		NON-REFERRAL (INDIAN)				
		INDIAN(S) R				
		OTHER:				
C.						
	Job Description					
	For Office Use Only: Recommendation:		YEE, ISSUE HHRS			
		NO INDIAN (OR LOCAL INDIA	N AVAILABLE, ISS	SUE WAIVER	
		NON-REFER	RAL (INDIAN)			
		INDIAN(S) R	EFERRED:			
		OTHER:				
р		i	I	1	1	
D.	Job Description					
	For Office Use Only: Recommendation:		YEE, ISSUE HHRS	N AVAILABLE, ISS		
			RAL (INDIAN)	N AVAILADLE, ISS	OUE WAIVER	
		INDIAN(S) R				
		OTHER:	EFERRED.			
		UTILK.				
E.						
	Job Description					
	For Office Use Only: Recommendation:	KEY EMPLO	YEE, ISSUE HHRS			
		NO INDIAN (OR LOCAL INDIA	N AVAILABLE, ISS	SUE WAIVER	
		NON-REFER	RAL (INDIAN)			
		INDIAN(S) R	EFERRED:			
		OTHER:				
41.	LIST OCCUPATIONAL TRAINING OPP					
	The contractor will develop on-the-job training					
	employer shall employ 1 apprentice in each					
	when employing 2 or more journeymen, the	at craft shall employ	no fewer than I app	rentice for each 2 joi	urneymen employed.	
	Please Attach Job Description.					
A.	POSITION	H	PAYRATE	SCH	EDULE	
	JOB DESCRIPTION			5011		
	REQUIREMENTS					
	For Office Use Only: Recommendation:					
В.	POSITION	H	AY RATE	SCH	EDULE	
	JOB DESCRIPTION					
	REQUIREMENTS					
	For Office Use Only: Recommendation:					

C.	POSITION	PAY RATE	SCHEDULE
	JOB DESCRIPTION		
	REQUIREMENTS		
	For Office Use Only: Recommendation.		

42. LIST SUB-CONTRACTOR(S) AND SUPPLIERS: (Use separate sheet if needed.)

If the entity uses competitive bidding or proposals, competition shall be limited to certified firms. All contractor or subcontractor work shall be performed by a certified Indian Preference firm, if qualified and available. If the primary contractor has already selected a firm to perform any contract or subcontract work, it shall list the name of that firm and indicate whether or not it is a firm certified as Indian Preference eligible by the TERO. If it is not a certified firm, the primary contractor shall further indicate why each certified firm, if any, registered with the TERO that was technically qualified to perform the work was not selected.

		TYPE OF WORK	CONTRACT	INDIAN	WHY WAS AN INDIAN
		TO BE	DOLLAR	OWNED	OWNED FIRM NOT
	NAME, ADDRESS & PHONE	PERFORMED	AMOUNT	FIRM?	CONTRACTED?
А.					
В.					
C.					
D.					
E.					

43. DID YOU CONTACT THE TOHONO O'ODHAM NATION OFFICE OF THE TREASURER FOR A BUSINESS LICENSE? _____YES ____NO If yes, please submit a copy. If no, please contact them at 520-383-1800 x 2457

THE CONTRACTOR(S)/SUB-CONTRACTOR(S)/EMPLOYERS SHALL SUBMIT THE FOLLOWING REPORTS TO TERO ON A WEEKLY BASIS:

A. CERTIFIED PAYROLL RECORDS

- B. **NEW HIRES** (The contractor/employer is required to contact the TERO Office for recruiting and hiring. The TERO Office shall be given a minimum of seventy-two (72) hours to furnish a qualified referral.)
- C. CHANGES OR PROMOTIONS. The employer shall give local Indians preferential consideration for all promotion opportunities and shall encourage local Indians to seek such opportunities.

D. DISCIPLINARY ACTIONS.

E. **TERMINATIONS/LAYOFFS** (No local Indian employee, who can perform the work required shall be terminated through layoff or reduction in force while a non-Indian or non-local Indian employee in the same craft is still employed.)

The TERO Director/Administrator or field Compliance Officer has the right to make on-site inspections and conduct compliance investigations at all sites where employment is taking place under the provisions of this compliance agreement plan.

Employers will ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites in all facilities at which the employees are assigned to work. The employers shall specifically ensure that all supervisors are aware of and carry out the employers obligations under the TERO Ordinance. The employer must ensure for providing separate or single-user toilet and necessary changing facilities to assure privacy between the genders.

The employer agrees to respect the right of TERO referral to decide for themselves whether to accept cash in lieu of benefits or to accept fringe benefits for construction projects.

The employer agrees to comply with all rules and regulations set forth in the TERO Ordinance 01-85. This agreement is affirmed in writing by the appropriate company officer.

COMPANY REPRESENTATIVE, TITLE

Signature, Title

Date