



Compliance Plan

Company

Project

Date

This agreement is entered into on this date _____20_____ between THE LEECH LAKE BAND 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 Contractor shall meet with T.E.R.O. staff 7 business days before commencing work on the Reservation to complete this Compliance Plan.

2. EMPLOYMENT PRIORIY

For the hiring of local Indians and Indian employment, T.E.R.O. will maintain a list of an 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 lease three- (3) business day's 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 has 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. Which ever 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 is 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 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 contract. The Contractor shall not commencement work on the Reservation unless Fees are paid. Payment shall be in one payment unless other arrangement are made with the T.E.R.O. Director in writing and agrees too by him. 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 turn in to the T.E.R.O. Office after the pay period. The T.E.R.O. shall maintain a record of who apply 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 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. DURATION

This information is for the contractor who is signing the Compliance Plan, listed on the front page.

15. 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 employers annual payroll during the entire past year or is one of the owner of the firm

Core Crew and Classifications for this project:

Estimated number of Workers from T.E.R.O and Job Classification:

Training Positions:

This agreement shall be for one year period or until the project is completed.

Contract Amount _____ T.E.R.O. Fees _____

Project _____

Contractors Forman _____ Phone No. _____

Address _____

Contractor Begins _____ Ends _____

Authorized Company Official: (SIGNATURE)

Name _____

Title _____

Date _____

T.E.R.O. Director _____

Date _____

Any Contractor or Subcontractor not submitting an acceptable Compliance Plan may be denied the right to commence or continue business on the Leech Lake Reservation.