



Compliance Plan No. : \_\_\_\_\_

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

Contractor: \_\_\_\_\_

## NISQUALLY TRIBAL EMPLOYMENT RIGHTS ORDINANCE COMPLIANCE PLAN

The Tribal Employment Rights Ordinance (TERO), under Section 42.05.1 b, states:

The Commission shall have full power, jurisdiction, and authority to require each covered employer or entity to submit to the Commission an acceptable compliance plan indicating how it will comply with this chapter. **Such compliance plans shall be submitted before a covered employer or entity may commence work on Tribal land.**

### 42.2 Definitions

(c) A covered employer is any employer hiring two or more employees, who during any 20 day period, spends 16 or more hours engaged on tribal land

The employer/contractor further agrees to:

1. With the above restrictions to work on Tribal Land, all contractors and subcontractors must submit their proposed compliance plan at least two weeks in advance of their start date to allow for appropriate review and processing of the compliance plan. **No contractor shall commence work on the Nisqually Reservation until the compliance plan is approved by the TERO Office.** (*Exceptions will be made for emergency situations with prior approval from the TERO Director. Per Nisqually Legal Team: An emergency is a situation that was not reasonable foreseeable and that the Director finds compliance with the requirements to be impracticable and unnecessary.*)
2. 42.03.1 Native Preference in Employment:
  - a) All covered employers shall give preference to qualified Native Americans in all hiring, promotion, training, lay-offs, and all other aspects of employment. To the extent permitted by applicable federal law, preference shall be given in the following order:
    - i. To Nisqually tribal members
    - ii. To spouses and descendants of Nisqually tribal members;
    - iii. To other Native Americans living on or near the Nisqually Indian Reservation.
  - b) Covered employers shall comply with the rules, regulations, guidelines and orders of the Nisqually Tribal Employment Rights Commission which sets forth the specific obligations of employers in regard to Native preference.
3. 42.05.1 (d) Powers of the Commission  
Require covered employers to establish or participate in such training programs as the Commission determines necessary in order to increase the pool of qualified Native Americans on Tribal lands as quickly as possible.
4. 42.05.1 (e) Powers of the Commission

Establish in conjunction with Tribal employment and training programs a Tribal hiring hall or skills bank and impose a requirement that no covered employer may hire a non-Indian until the

Tribal hiring hall or bank has certified that no qualified Native American is available to fill the vacancy, with a preference in referral as established by section 42.03.01 of this Title.

5. Provide **prior** notification to any contractor or subcontractor being considered as a service provider to the employer/contractor of their obligation to comply with the TERO Ordinance and contract with the TERO Office.
6. Provide Workers Compensation Insurance for all direct employees of said employer/contractor and will provide the Commission/TERO Office with a copy of the Certificate of Insurance or proof of insurance upon request.
7. Pay to the Nisqually Indian Tribe Finance Office an Employment Rights tax as required by the TERO Ordinance. Any tax reduction, waivers or payment method of taxes must be approved in advance.
8. Submit any reports requested by the Commission/TERO Office in a timely manner.
9. Employers must discuss termination of a TERO Referred worker with the TERO Office prior to final action. In instances of deliberate acts of safety violation, damage to property, or act of violence, the employer shall have the right to dismiss the employee immediately. Failure to provide TERO with a notice of impending termination for other matters may result in a violation of this agreement.
10. TERO will monitor this Compliance Plan and Agreement through onsite visits. On-site visits will be conducted in a manner, which causes minimal interruption to the progress of the project. Any possible violation will be documented and reported to the employer for immediate resolution. Continuous violation may result in sanctions against the employer, including up to \$500 per day per violation, back pay for lost opportunity and as a last resort, a stop work order.
11. The Nisqually Tribal Court shall have jurisdiction over cases arising under this Title of the Nisqually Law and Order Code. The jurisdiction of the Tribal Court over persons and territory is limited only by federal law and the Constitution of the Nisqually Indian Tribe. The Tribal Court shall have the power to decide questions of jurisdiction which may be raised under this Title.
12. Failure to complete this compliance plan thoroughly and submit prior to the commencement of work on the above described project will be construed as a refusal to comply and may result in a "Notice of Violation." The Nisqually TERO Office will make every effort to work cooperatively with the employer named on this agreement. However, when willful disregard for these requirements are evident, the sanctions afforded will be utilized to the fullest extent of the law.

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**FOR THE COMPLIANCE PLAN AGREEMENT TO BE COMPLETE, THE CONTRACTOR OR SUBCONTRACTOR MUST ATTACH A COPY OF THE APPROVED CONTRACT.**

**I. GENERAL INFORMATION**

**A. Name of Business or Contractor:** \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**B. Name and Title of Authorized Contract Representative:** \_\_\_\_\_

**C. Description of scope work or activity to be conducted on tribal land:**  
\_\_\_\_\_

Proposed date for the work to be begin: \_\_\_\_\_

**D. Operating as:**       Contractor     Subcontractor     Employer/Business

1. Name of primary contractor for whom you subcontract: \_\_\_\_\_

2. Must provide list of Sub-contractors (All sub-contractor will be required to submit a compliance plan):  
(*Exceptions will be made for emergency situations **with** prior approval from the TERO Director.*)

1.	2.
3.	4.
5.	6.
7.	8.
9.	10.
11.	12.
13.	14.
15.	16.

**E. Union Contractor**  Yes  No      If yes, please provide Union number: \_\_\_\_\_

**F. Project/Contract No:** \_\_\_\_\_

**G. Insurance Company:** \_\_\_\_\_ **Policy #:** \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

**II. EMPLOYMENT INFORMATION**

A. Specify the number of key personnel and core crew to be used on the job/project, including occupational positions and wage scales:

Number of Employees on this project: \_\_\_\_\_ (please list below the positions)

Name	Position	Wage Scale	Native American Y/N	Tribal Affiliation	Core or Key

**B. Manpower**

Provide a preliminary estimate of workers (in addition to core crew and key employees) that your company will require completing the work on this project. List classification/skill, number needed, starting date, and pay rate. A Man Power Request Form and TERO Dispatch is required.

All contractors will be required to contact the TERO Office for recruiting and placement services on all non-key positions. The TERO Office shall be given a minimum of (48) Forty-Eight hours to provide a qualified referral.

**TERO Referrals for this project:**

Skill/Qualification	Start Date	End Date	# of Workers Needed	Pay Rate	Special Instruction

**III. TEMPORARY TERO EXEMPTION FROM TRIBAL PREFERENCE TIER- For Construction Contractors**

In accordance with the TERO Ordinance, Section 42.05.1 (f), Prohibit covered employers from using qualification criteria or other requirements that serve as barriers to Native preference in employment unless the employer can demonstrate that such criteria or requirements are required by business necessity.

Waivers will only be granted for two reasons, provided that proper documentation of specialized skill is submitted with the waiver form: (1) the TERO Office was unable to locate a TERO Referral qualified to fill the position; (2) the position is a skill which requires specialized training/certification for which the Employer has invested time and money into the training of the individual to be waived. (Exceptions will be made for emergency situations **with prior approval from the TERO Director.**)

**Note: The Commission reserves the right to revoke any and all exemptions.**

**IV. EMPLOYMENT RIGHTS TAX**

The TERO Ordinance, under Section 42.13, subsections 42.13.01.1 (a, b and c).

- a) Every covered employer or entity with a contract or subcontract shall pay a one-time tax of 1.75% of the total project/contract costs, i.e., equipment, labor, materials and operations and any increase of the contract/project or subcontract amount.
- b) Every covered employer or entity, other an construction contractors and subcontractors, with gross sales of more than \$20,000 within the jurisdiction of the Nisqually Tribe shall pay a quarterly tax of 1.75% of the employer’s quarterly payroll which shall be paid within 30 days of the end of the quarter. This fee shall not apply to education, health, governmental or non-profit employers.
- c) The fees imposed by the section shall be collected by the Nisqually Tribe’s Financial Services Department.

Change orders must be reported to the TERO Office immediately upon approval from the funding/contracting agency. Adjustments to the Employment Rights Tax amount will be made accordingly.



**The Total Contract Amount:** \$ \_\_\_\_\_  
(If an Employer or Business then the amount will be determined by the quarterly gross payroll of employees)

**Total Employment Rights Tax (1.75% TERO fee):** \$ \_\_\_\_\_

Employer/Business quarterly TERO fee is due by the 5<sup>th</sup> of the following month, unless prior arrangements have been made.

Requesting a TERO Fee Waiver/Reduction:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, then please explain: _____
Approved by TERO: Yes <input type="checkbox"/>	No <input type="checkbox"/>		
TERO Officer Signature		Date	

Method of Payment:  Total Sum  Installments  To be paid upon completion of work/job/project

Reason for method of payment: \_\_\_\_\_

Approved by TERO:  Approved  Disapproved \_\_\_\_\_  
TERO Officer Date

TERO tax payments are to be paid or mailed to the Nisqually Tribe Financial Services Department. Make checks payable to the Nisqually Indian Tribe-TERO at 4820 She-Nah-Num Dr. SE Olympia, WA 98513.

**TERO UNDERSTANDING AND ACCEPTANCE**

On behalf of \_\_\_\_\_, I hereby certify that I have received and understand the Nisqually Tribal Employment Rights Ordinance (TERO) requirements set forth in this TERO Compliance Plan and Agreement, and hereby agree to accept the responsibility of compliance with the described obligations and requirements.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**TERO ATTEST/NOTICE TO PROCEED**

On behalf of the Nisqually TERO, I hereby attest to the conditions set forth in this TERO Compliance Plan and Agreement, and will enforce this agreement through the powers vested in me by the Nisqually TERO Commission and the Nisqually Employment Rights Ordinance (TERO), Title 42.

The attached TERO Compliance Plan and Agreement has been received and is fully acceptable. On behalf of the Nisqually TERO, authorization to begin work on the above-described project is hereby granted.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE FILL OUT THIS FORM COMPLETELY. INCOMPLETE INFORMATION MAY DELAY YOUR COMPANY WORKING ON THE RESERVATION.**

# Manpower Request Form

Employer: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Work Phone: \_\_\_\_\_ Ext. \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Job Location: \_\_\_\_\_

Job Title	Rate of Pay	# of Positions	Dates Needed	Start Time

Position is:  M-F     Weekends     Shifts      Position is:  FT     PT     Perm     Temp  
 Tools Needed:  Yes  No Explain: \_\_\_\_\_  
 Working Skills/Conditions/Physical Demands: \_\_\_\_\_  
 Special Instruction: \_\_\_\_\_  
 Alcohol/Drug Test Required?  Yes     No                      Physical Required?  Yes     No  
 Testing Center/Lab: \_\_\_\_\_  
 What is the applicant being tested for? \_\_\_\_\_  
 What is the pay schedule: (i.e. Mon.-Sun.)? \_\_\_\_\_  
 When are the employees expected to be paid? (Day & Time)  
 \_\_\_\_\_  
 What are the arrangements for payday? \_\_\_\_\_  
 Will employees be paid for show up time?  Yes     No    If no, explain why \_\_\_\_\_  
 Employer Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

**UNDERSTANDING AND ACCEPTANCE (TO BE COMPLETED BY DISPATCHING WORKER)**

I have reviewed and understand that I am being dispatched to the above named company for the stated job classification/title, at no less than the hourly rate of stated. I understand that TERO does not issue payroll for the above named company, and questions regarding pay, paydays or any discrepancy of pay related matters, I must first attempt to resolve the matter with my employer. If issues cannot be resolved TERO will intervene upon receipt of written complaint. I further understand that it is my responsibility to carry proper identification with me when I report to work for employer tax purposes, and proof of citizenship. I also understand that it is not TERO'S responsibility to provide my proof of enrollment or any other identification required.

The employer is required to deduct Washington State Taxes unless the following requirements apply to me: 1) I am enrolled member of a federally recognized Indian Tribe; 2) I am working and reside on the Nisqually Reservation 3) I can provide proof of enrollment.

\_\_\_\_\_ I HEREBY ACCEPT THIS JOB DISPATCH    \_\_\_\_\_ I DECLINE THIS DISPATCH

Dispatch Signature: \_\_\_\_\_                      Date: \_\_\_\_\_  
 TERO Official: \_\_\_\_\_                      Date: \_\_\_\_\_