

Lummi Nation

TRIBAL EMPLOYMENT RIGHTS OFFICE

2665 Kwina Road Bellingham WA 98226

PH: 360.312.2245 - Fax: 360.380.6990



Compliance Plan Packet

Title 25 requirements

TERO

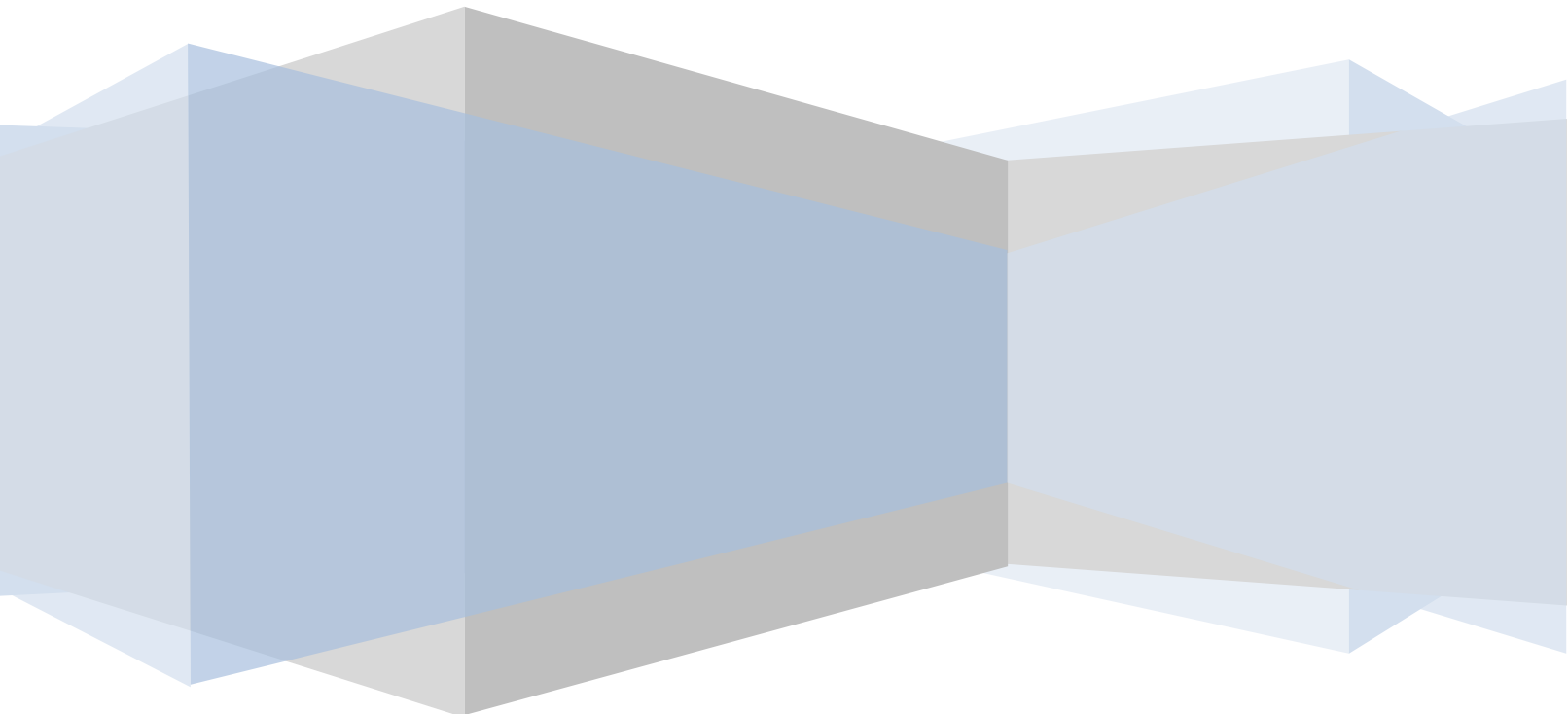


Table of Contents

Attachment A	2
<i>Description of TERO Compliance Requirements</i>	3
Employment Requirements (Section 1)	3
<i>Wage Rates/Fringe Benefits/Payroll Reports (Section 2)</i>	5
<i>Contracting and Subcontracting (Section 3)</i>	6
<i>Religious Accommodation (Section 4)</i>	6
<i>TERO Fee (Section 5)</i>	7
<i>Project Monitoring (Section 6)</i>	7
<i>Complaints (Section 7)</i>	7
<i>Failure to complete Compliance Plan (Section 8)</i>	7
Attachment B.....	8
<i>TERO Dispatch Form</i>	9
TERO Employee Disposition Form	10
Attachment C.....	11
<i>Waiver Request Form</i>	12
Attachment D	13
<i>Notice of Subcontracting Opportunity Form</i>	14
Attachment E.....	15
** <i>TERO Wage and Scale Rate</i>	16
Compliance Plan	18-24
<i>Please return only the Compliance Plan section of this document.</i>	

**TERO Wage Scale will be changed soon, our office will notify when the changes are made.

ATTACHMENT A

* * * * *

DESCRIPTION OF TERO COMPLIANCE REQUIREMENTS

DESCRIPTION OF TERO COMPLIANCE REQUIREMENTS

Historically, Lummi Tribal members and other Native Americans have suffered discrimination in employment on and near the Lummi Reservation. As a result, Native Americans were excluded from the employment market and when employed by private sector employers, experienced discrimination; suffered poverty and high unemployment rates, lost opportunities to learn needed skills or to participate in job training programs; lost opportunities for permanent/full time employment; weren't paid equal wage for equal work, to name a few of the consequences. To eliminate discrimination and affirm that Lummi tribal members and other Native Americans on the Lummi Reservation will have preference in employment and training opportunities, the Lummi Nation established a Tribal Employment Rights Ordinance (TERO).

Lummi Nation Tribal Ordinance, Title 25 of the Lummi Code of Laws, addresses contracting and subcontracting, and establishment of the Tribal Employment Rights Office and its requirements. The intent of TERO is to achieve employment and training opportunities for the local Native American workforce.

1. Employment Requirements: Pursuant to the Lummi Nation TERO Ordinance, all employers are hereby required to give preference to Native Americans in contracting, subcontracting, hiring, promotion, training and all other aspects of employment as defined in Title 25.04.010 section "h". The goal is to be 100% Native Preference employment (excluding core crew) in each job classification if qualified Native Americans are reasonably available. TERO understands this is not always possible, but we need the contractor to understand Native American employees are to be hired and onsite at all times, with non-native's not exceeding 5% of the total employees working on this job, it will be up to TERO to determine approval. Any employers engaged in work without a Native American employee onsite shall constitute grounds for a "Notice of Violation" and possible sanctions against the employer, upon onsite inspections. All Core Crew and Key Employees, who will be utilized on this project, must be identified in this TERO Compliance Plan.
 - A. Core Crew Employee is defined as one who is an owner of the firm, corporation, LLC or INC, a superintendant or a foreman and listed as such on the employer's or contractors annual payroll for a minimum period of one year continuously. Core crew employees are not to exceed in numbers over 5% of total employees hired for this job. An employee who is hired on a project-by-project basis is not considered a core crew employee. (*Attach a complete description of duties each will perform on this project, including operation of equipment, as well as license type, with make and model of equipment.*)
 - B. Key Employee is defined as one who is in a supervisory or lead position or one who possess a "specialized skill" in which the employer who invested time (years) and cost to help that employee reach a level of specialized skill and who performs a critical function, (this does not include a new hire, or apprentice) such that an employer would likely risk financial damage or loss if unable to employ. Such claims to have invested in the employee's skill level shall require written proof, including resume of work history, certificates, licenses, etc. And listed as such on the employer's or contractor's annual payroll for a minimum period of one year continuously. *A complete description of duties for each "key employee" listed must be attached to this plan.* TERO will review the information submitted and make a determination. Employers who wish to utilize workers that do not meet the definition "key employee" on this project must obtain approval by submitting a "TERO Waiver" (See *Attachment C*).

- C. Hiring the employer agrees to utilize TERO to fill their manpower request, and must provide a minimum of forty-eight (48) hours notice and a job description on the manpower needs to the TERO office. The TERO staff will attempt to accommodate the employer in the timeliest manner, matching the specified needs with a TERO referral that meets the minimum of qualifications. TERO will certify in writing when a qualified TERO referral is not available.
- D. TERO Dispatching All TERO referrals or "Dispatches" will be made from Hiring Hall listings of Local Native American Workforces. The hiring hall lists contain names of unemployed Native American workers who have indicated that they are available for work and their skill level. Once a name is taken from the Hiring Hall List, the individual's name will be provided to the employer. If that worker possesses the minimum threshold of qualification, then they are referred for the opportunity. All TERO referrals will report to work with a TERO Dispatch form in hand, unless a copy has been faxed/ mailed/hand-delivered prior to the referral's first day of work. The employer shall contact TERO regarding any worker who reports to the job site without a TERO Dispatch Form in hand. (See Attachment B).
- E. TERO Dispatch Form Provides a space for the employer to give a brief job summary, including company name, address, and phone number, position title/classification, start date, start time, rate of pay anticipated length of employment, who to see, etc. The TERO referral of "dispatch" shall sign the pay rate offered. All dispatch forms shall require dates and signatures of the employer and a TERO Representative. Unsigned forms will be considered invalid. Employers should review the dispatch form and discuss it with the referral/worker his/her first day of work. Any revisions to the work opportunity, identified on the original dispatch form, regarding position/title, duties, rate of pay, etc. must be reported to TERO prior to any revisions taking place. (See Attachment B).
- F. Local Native American Workforce: Is defined as, an enrolled Native American worker who is a resident of the Lummi Nation Reservation or its immediate exterior boundaries.
- G. Hiring Hall: The main TERO Hiring Hall is located at the Lummi Planning Department at 2665 Kwina Road Bellingham WA 98226.
- H. Training: All training opportunities or Training Special Provisions (TSP) requirements are for Native American employees and must be identified prior to the commencement of work activity on this project. Training opportunities shall be filed through the same process described under Section C "Hiring", and through coordination with the TERO Employment and Training Program components to locate individual(s) who may already be in an apprenticeship program for which the opportunity will exist.
- I. Waivers are an employer's written request for employees who do not meet the definition of "Core Crew" or "Key Employee" (See TERO Waiver Form in Attachment C). Employers are required to notify the TERO of the work opportunity as described in "Section B – Hiring," prior to submitting a Waiver Request. Written request and supporting documentation (i.e. resume, proof of certification, licenses, etc.) must be submitted and approved by TERO prior to the individual beginning work on the above described project. Any worker discovered on the job, who does not possess an approved TERO Waiver, shall constitute grounds for a "Notice of Violation" and possible sanctions against the employer.
- J. Layoff TERO referred workers will have priority in all work opportunities. In the event that a lay-off becomes necessary, a Native worker with skills, equal to a waived employee, and in

some cases key employee, will be retained. Daily TERO monitoring and a review of weekly certified payroll reports will be made to assure that opportunities are not being eliminated by revising the duties of Core Crew, Key Personnel or Waived Employees.

- K. Disciplinary Action Employers must report any disciplinary action taken against a TERO referred worker in written form, providing name, date of incident(s), individual(s) involved, names of witnesses, location of incident, etc. Any disciplinary action taken against a Native American worker will be kept on record at TERO.
- L. Termination Employers must discuss termination of a Native American worker with TERO prior to final action. A paper trail leading up to termination must be handed in for review. 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.
- M. Employer Policies The employer must submit a copy of their employee policies prior to the commencement of work activity for TERO review and approval. In case of any conflict or dispute between company policies and with TERO requirements, Lummi Nation Tribal Law will have primacy. An employer may be required to demonstrate that a challenged employment practice is job-related for the position in question and consistent with business necessity.
- N. Drug Testing Employment must be offered prior to requiring a “pre-employment” drug test. The TERO must be notified and provided a copy of the employer’s pre-employment drug testing policies. Documentation must be provided that all core crew and key employees have complied with the drug testing requirements prior to the commencement of their work activity on this project.

2. WAGE RATES/FRINGE BENEFITS/PAYROLL REPORTS

- A. Wages The prime contractor and their subcontractor(s) must submit a table of wage to be paid. TERO referrals must receive pay equal to the employer’s core crew and waived workers performing the same duties/job descriptions. Each work must receive a paycheck with an explanation of workweek, payroll number, regular and over-time hours, and all deductions taken. The company will pay General Laborer positions according to the approved Project Wage Scale and the pay scale equal to that utilized for permanent/annual employees.
- B. Fringe Benefits TERO referrals will receive all fringe benefits in cash, unless the worker is a union member. TERO referrals will not be required to join a union to procure or retain employment.
- C. Certified Payroll Reports All contractors and subcontractors must submit a weekly-certified payroll report. Certified payroll reports submitted to the contracting agency will not satisfy this requirement. Payroll reports must contain the name, address, social security number, classification/title, hourly rate, over-time rate, number of regular and over-time hours worked that pay period and deductions for each worker the employee has on the project. Failure to submit certified payroll reports on a weekly/timely basis will constitute grounds for a “violation” and possible sanctions against the employer.

- D. Payroll Deductions No payroll deductions indirectly or directly will be taken from the full wages earned, other than permissible deductions outlined in the United States Federal Labor and Standards Act (FLSA) and this TERO Agreement.
 - E. Pay Day Schedules TERO workers will receive their pay on the same day as the employer's core crew and key employees. All employees must receive their paycheck for the previous week's work hours no later than the close of the workday every Thursday or Friday; whichever may be the last working day of the week for the employer.
 - F. Distribution of Payroll checks must not be distributed to anyone other than the worker for whom the check is made out to. Unless the worker has given written permission to release their check to specifically named individual.
 - G. Show up Time will be determined by TERO on a case-by-case basis. Failure to provide adequate notice of the cancellation of workday may require the employer to pay show up time.
 - H. Underutilized Workers shall be defined as a worker who is used on an on-call or part-time basis. To address the need to earn a livable wage, an underutilized worker will receive a minimum of two (2) work hours per day when called to report to work.
3. CONTRACTING AND SUBCONTRACTING Native American Preference in Contracting and Subcontracting opportunities on projects located on or near the Lummi Reservation is allowed through the authority delegated by or recognized by the United States Congress through federal enactment's, rules and regulations promulgated for the benefit of Native Americans. The General Contractor and Subcontractor shall give preference to Lummi TERO Native American Owned Business (NAOB), all subcontracting opportunities on this project. A list of Lummi Native American Owned Businesses will be available to you from TERO. TERO NAOB's are subject to the same terms of this agreement and required to submit a Compliance Plan and Agreement for TERO approval prior to the start of work activity.
- A. Notification of Subcontract Opportunity Contractors bidding on projects on or near the Lummi Reservation must provide notification to TERO providing the name of the project, project owner, funding source, location and listing of subcontract opportunities. Once it has been determined that the project is located on the Lummi Reservation, contractors must provide copies of "notice of subcontracting opportunity" forms, mailed or fax transmission. If you do not wish to use the attached form, provide copies of letters notifying CIB's of opportunity and attach U.S. Post Office certified mail receipts. Notification must be made in good faith, providing adequate information about scope of work opportunity and time-line for response. (*See Attachment D – Notice of Subcontracting Opportunity*).
 - B. Response to Notice of Subcontracting Opportunity Once the time-line for response to the "Notification of Subcontracting Opportunity" has elapsed; provide TERO with a written explanation of the results. TERO will retain a copy in the project file.
4. RELIGIOUS ACCOMMODATION In concurrence with the Native American Religious Freedom Act, the employer agrees to provide reasonable accommodation to the Native American's who wish to exercise their rights under the Act. TERO will assist the employer in identifying "reasonable accommodation."

5. TERO FEE will be assessed at 2% of the total contract award amount for contracts totaling \$10,000 or more.
 - A. TERO Fee on Project \$350,000 or less a full payment of the TERO Fee is due prior to the beginning of work activity.
 - B. TERO Fee on Projects over \$350,000 No less than ½ the TERO Fee must be paid prior to the commencement of work activity. A written request for payment schedule for the remaining balance to the TERO Fee must be submitted with this compliance plan for approval.
 - C. Change Orders Must be reported to TERO immediately upon approval from the funding/contracting agency. Adjustments to the TERO Fee amount will be made accordingly.
6. PROJECT MONITORING will be done on this Compliance Plan and Agreement through on-site inspections. On-site visits will be conducted in a manner, which causes minimal interruption to the workforce duties and projects. Any possible violation will be documented and reported to the employer for immediate resolution. Continuous violations may result in sanctions against the employer, including up to \$500 per day per violation, back pay for lost opportunity and as last resort, a stop work order.
7. COMPLAINTS
 - A. On-The-Job Contracts for TERO referrals are required to follow through the procedures outlined in the contract employer's policies prior to filing a complaint with TERO. The employer must provide notice to TERO once a complaint is filed and provide information on the action taken to resolve the matter and final disposition of the matter once it is settled.
 - B. Discriminations of a TERO referred worker may be filed with TERO, if the worker has been treated unfairly by the employer or the employer representative (e.g. core crew, key personnel) the complaint be investigated and subject to EEOC rules and regulations.
 - C. Complaint Investigations through TERO will be done by interviewing witnesses, collecting written statements and review of supporting evidence. Employees providing statements to TERO will not be penalized for time taken to give a brief statement or for cooperating with the investigation. TERO will attempt to make interruption in work activity at the minimum.
8. FAILURE TO COMPLETE COMPLIANCE PLAN thoroughly and submitted prior to the commencement of work on the below described project, will be construed as a refusal to comply and may result in a "Notice of Violation." The Lummi Nation TERO 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.

ATTACHEMENT B

* * * * *

DISPATCH FORM

&

EMPLOYEE DISPOSITION FORM

TERO Dispatch Form
LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS OFFICE

Project: _____
Location: _____

DISPATCH INFORMATION & JOB SUMMARY (TO BE COMPLETED BY EMPLOYER)

Company Name: _____
Address: _____
Phone: _____ Fax: _____ Cell/Shed: _____
Classification/Title: _____
Hourly Pay Rate: _____ Fringe Benefit Rate: _____
Start Date: _____ Time: ____AM ____PM Job Length _____
Whom to Report to: _____ Title: _____
Brief Job Summary: _____
Tools/Equipment required: _____
Employer will provide the following: _____
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 Lummi Reservation 3) I can provide proof on enrollment. _____ I HEREBY ACCEPT THIS JOB DISPATCH _____ I DECLINE THIS DISPATCH

Dispatch Signature: _____ Date: _____

TERO Official _____ Date: _____

TERO Employee Disposition Form
LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS OFFICE

FINAL DISPOSITION OF TERO REFERRED & WAIVED EMPLOYEES

Project: _____

Employer Name: _____ Job Title/Class: _____

Employee Name: _____

Today's Date: _____ Job Start Date: _____

INTERVIEW
 HIRED Full-Time Part-Time On-Call Subject to recall
 NOT HIRED
 JOB COMPLETED Last Day worked: ___/___/___
 TERMINATED Date of Termination: ___/___/___
 Reason for termination: Safety Violation Work Ethics No Call/No Show Other

Briefly Explain:

Would you rehire this employee? Yes No Not Sure

RATE THIS EMPLOYEE, ON A SCALE OF 1-10, ON THE FOLLOWING:

Attendance	
Knowledge of skills required for the job/classification for which they were referred	
Knowledge of proper use of tools or equipment required for this position	
Used time productively	
Ability to work cooperatively with others	
Attitude	
Other:	

AUTHORIZED EMPLOYER REPRESENTATIVE

I understand that the information provided above will be taken in the strictest of confidentiality, and is to be used to assist TERO in assessing the level of skill and training needs of TERO referred workers.

Employer Representative: _____ Date: _____

Please Return to:

Lummi TERO
 2665 Kwina Road
 Bellingham WA 98226
 PH: (360) 312-2245
 Teresarays@lummi-nsn.gov
 or
 Alishap@lummi-nsn.gov

Date Received by TERO Representative: _____

TERO Official: _____

ATTACHMENT C

* * * * *

WAIVER FORM

TERO Waiver Request Form

LUMMI NATION'S TRIBAL EMPLOYMENT RIGHTS OFFICE

FINAL DISPOSITION OF TERO REFERRED & WAIVED EMPLOYEES

Project: _____
Employer: _____
Name & Title of Person Making Request: _____
Address: _____
Phone: _____ Fax: _____ Cell/Shed: _____

INFORMATION OF WAIVED EMPLOYEES

Name: _____ Social Security #: _____
Address: _____
Phone: _____ Fax: _____ Cell//Shed: _____

This waiver request is being submitted because

_____ This is a specialized skill which requires licensing or certification for which I have invested time and finances into training, certification or licensing of the individual to be waived. (*Attach supporting documentation*)

_____ This opportunity was identified, prior to making this request, and TERO did not have a referral who met the qualification required, and advised me to file a waiver request.

_____ Other: _____

Authorized Employer: _____ Date: _____

___ APPROVED ___ DENIED

EFFECTIVE DATE: ___/___/___ TO ___/___/___

Authorized TERO Official: _____ Date: _____

ATTACHMENT D

* * * * *

NOTICE OF SUBCONTRACTING OPPORTUNITY FORM

NOTICE OF SUBCONTRACTING OPPORTUNITY

Date: _____

Project Name: _____

Location: _____

Project Owner: _____

Project Architect: _____

Project Funding Agency: _____

Funding Agency Contact: _____

CONTRACTOR INFORMATION

Name: _____ Contract #: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

This form is a requirement for bids on the above-described project. Located on the Lummi Indian Reservation. The Lummi Tribal Employment Rights Office (TERO) referred our company to your company, and we look forward to receiving a bid. If you would take a moment and fill out the following item(s), it would assist this company in fulfilling its obligation to provide subcontracting opportunities for Lummi TERO Native American Owned Businesses.

Bid opening Date is ___/___/___ and this company will welcome bid until ___/___/___.

Time: _____ AM _____ PM Thank you for your time and response.

Please note the division (i.e. framing, drywall, trucking, site prep, etc.) that your company would be interested in bidding on: _____

Authorized Signature of Prime Contractor: _____

RESPONSE FROM TERO NATIVE AMERICAN OWNED BUSINESSES

Upon notification of this opportunity, our company requested, received or were given the opportunity to review description of work to be bid on:

___ Yes ___ No If yes, date received: ___/___/___

___ Our company has DECLINED the opportunity to bid on the above named division/project.

___ Our company BID and were given the opportunity to negotiate for the above division.

Comments: _____

TERO NATIVE AMERICAN OWNED BUSINESS INFORMATION

Company Name: _____ NAOB # _____

Owner Name/Contract: _____ Title: _____

Address: _____

Insurance/Bonding Company: _____

Phone: _____ Fax: _____ Cell/Email: _____

CC: Lummi TERO U.S. Postal Fax Hand Delivered Other

ATTACHMENT E

* * * * *

Prevailing Wage

TERO CLASSIFICATIONS AND RATES

Approved Jan 4, 2012

Building Construction

Trade	Job Classification	TERO Min.	TERO Max.
Boilermakers	Journey Level	\$ 33.26	\$ 36.35
Brick Mason	Brick And Block Finisher	\$ 33.02	\$ 35.09
Brick Mason	Journey Level	\$ 37.38	\$ 39.71
Carpenter I	1st Year Apprentice, Carpenter	\$ 15.20	\$ 18.00
Carpenter II	2nd-3rd Yr Apprentice, Carpenter	\$ 18.95	\$ 30.78
Carpenter III	Journeyman, Carpenter	\$ 32.80	\$ 37.03
Cement Masons	1st Year Apprentice, Cement Mason	\$ 12.98	\$ 15.00
Cement Masons	2nd-3rd Yr Apprentice, Cement Mason	\$ 19.00	\$ 24.14
Cement Masons	Journey Level	\$ 25.54	\$ 37.03
Drywall Applicator	1st Year Apprentice -Drywall Applicator	\$ 12.93	\$ 19.00
Drywall Applicator	2nd-3rd Yr Apprentice -Drywall Applicator	\$ 19.00	\$ 24.99
Drywall Applicator	Journey Level	\$ 25.00	\$ 39.29
Drywall Tapers	1st Year Apprentice -Drywall Tapers	\$ 18.00	\$ 19.44
Drywall Tapers	2nd-3rd Yr Apprentice - Drywall Tapers	\$ 20.00	\$ 21.60
Drywall Tapers	Journey Level	\$ 22.22	\$ 27.78
Electricians - Inside Cable Splicer	1st Year Apprentice	\$ 29.25	\$ 31.59
	2nd-3rd Yr Apprentice	\$ 32.80	\$ 35.10
	Journey Level	\$ 36.45	\$ 41.92
Electricians - Inside	1st Year Apprentice	\$ 16.83	\$ 20.20
	2nd-3rd Yr Apprentice	\$ 22.50	\$ 30.78
	Journey Level	\$ 32.40	\$ 40.30
Flaggers	Journey Level	\$ 17.92	\$ 27.00
Glaziers	1st yr Apprentice	\$ 30.71	\$ 33.17
	2nd-3rd Yr Apprentice	\$ 34.12	\$ 36.85
	Journey Level	\$ 37.91	\$ 43.60
Heat & Frost Insulators And Asbestos Workers	Journeyman	\$ 36.45	\$ 41.92
Hod Carriers & Mason Tenders	Journey Level	\$ 17.00	\$ 37.97
Ironworkers	1st yr Apprentice	\$ 32.47	\$ 36.08
Ironworkers	2nd-3rd Yr Apprentice	\$ 37.15	\$ 41.00
Ironworkers	Journeyman	\$ 42.00	\$ 51.54
Janitorial, Custodial & Cleaning	Trainee/Journey Level	\$ 11.70	\$ 26.00
Laborers	Construction Labor I - 1st Apprentice	\$ 14.00	\$ 15.12
Laborers	Construction Labor II-2nd-3rd Apprentice	\$ 15.40	\$ 16.63
Laborers	Construction Labor III-Journeyman	\$ 21.10	\$ 23.63
Landscape Construction	Landscaping Or Planting Laborers	\$ 11.07	\$ 17.52
Painters	1st yr Apprentice	\$ 11.13	\$ 14.00
	2nd-3rd Yr Apprentice	\$ 15.00	\$ 21.00
	Journey Level	\$ 22.00	\$ 25.87
Pile Driver	Journey Level	\$ 30.00	\$ 41.98
Plasterers	Journey Level	\$ 34.97	\$ 40.22
Plumbers & Pipefitters	1st yr Apprentice	\$ 14.81	\$ 24.50
	2nd-3rd Apprentice	\$ 25.46	\$ 31.78
	Journey Level	\$ 32.60	\$ 47.60
Power Equipment Operators	Heavy Equipment Operator	\$ 32.29	\$ 43.04
Roofers	1st yr Apprentice	\$ 15.34	\$ 16.57

	2nd-3rd Yr Apprentice	\$	17.05	\$	18.41
	Journey Level	\$	18.95	\$	21.79
Sheet Metal Workers	1st yr Apprentice	\$	16.67	\$	18.00
	2nd - 3rd Yr Apprentice	\$	18.76	\$	20.26
	Journey Level	\$	20.84	\$	23.96
Sprinkler Fitters (Fire Protection)	1st yr Apprentice	\$	19.00	\$	23.00
	2nd - 3rd Yr Apprentice	\$	23.67	\$	25.24
	Journey Level	\$	26.30	\$	30.24
Stone Masons	1st yr Apprentice	\$	28.39	\$	30.66
	2nd-3rd Yr Apprentice	\$	31.54	\$	34.06
	Journey Level	\$	35.04	\$	40.30
Surveyors	All Classifications	\$	17.00	\$	31.19
Telecommunication Technicians	Journey Level	\$	26.32	\$	30.27
Tile Setters	1st yr Apprentice	\$	22.01	\$	23.77
	2nd-3rd Yr Apprentice	\$	24.46	\$	26.52
	Journey Level	\$	27.18	\$	31.26
Tile, Marble & Terrazzo Finishers	1st yr Apprentice	\$	24.73	\$	26.71
	2nd-3rd Yr Apprentice	\$	27.48	\$	29.68
	Finisher - Journey	\$	30.53	\$	35.11
Truck Drivers	Dump Truck	\$	18.95	\$	25.10
Well Drillers & Irrigation Pump Installers	Oiler, Well Driller, Irrigation Pump Installer	\$	18.00	\$	25.00

Tribal Employment Rights Office

2665 Kwina Road * Bellingham * WA * 98226
Ph: 360.312.2245 Fax: 360.380.6990

COMPLIANCE PLAN

- Note: All Contractors/Subcontractors must meet with TERO.
- Any covered employers not submitting a completed compliance plan will be denied the right to commence business on the Lummi Nation Reservation.
- A compliance plan should be submitted at least two (2) weeks prior to starting any project.
- All Contractors are required to submit a copy of contract with compliance plan to TERO.
- Failure to comply with the TERO Ordinance may result in civil penalties.

Prime

Contractors _____

Subcontractor _____

Project _____

Starting Date _____

Ending Date _____

Historically, the Lummi Tribal members and other Native Americans have suffered discrimination in employment on and near the Lummi Reservation. As a result, Native Americans were excluded from the employment market and when employed by private sector employers, experienced discrimination; suffered poverty and high unemployment rates, lost opportunities to learn needed skills or to participate in job training programs; lost opportunities for permanent/full time employment; weren't paid equal wage for equal work, to name a few of the consequences. To eliminate discrimination and affirm those tribal members and other Native Americans on the Lummi Reservation will have preference in employment and training opportunities, the Lummi Nation established a Tribal Employment Rights Ordinance (TERO).

Project Information

Project Name _____ Project No _____
Location _____
Project Owner _____
Project Architect _____ Phone: _____
Project Funding Agency: _____
Funding Agency Contact: _____ Phone _____

Contractor Information

Check all that apply: Prime Contractor Sub Contractor Union Non-Union

Company _____
Complete Address _____
Contact Person _____
Title _____
Phone: _____ Fax: _____ Cell: _____
Email Address: _____
Insurance Company: _____ Policy: _____
Scope of work performed: _____

Construction Schedule/Business Plan: _____

Union Agreement: _____
(Tribal Law requires that all covered employer's who have collective bargaining agreements, with any union, must negotiate and file a written agreement that provides 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.)

Contract Amount: _____ TERO Fee 2%: _____

This agreement shall be for the life of this specific project, plus a warranty period of two years. This compliance plan serves as an invoice – payment must be paid from this compliance plan. No other invoices or statements will be sent. (See Attachment A, Section 5).

Identification of Core Crew

Core crew employees are defined as one who is an owner of the company, or in a top supervisory or lead position and has been on the employer contractor’s annual payroll for a minimum period of one year continuously. An employee who has never held a supervisory position within the company is not considered a core-crew employee. All claims to possess a “specialized” skill must be submitted with a complete resume (or hours worked) of work history and proof of specialized skill (e.g. certificates, licenses, etc.) (See Attachment A, Section 1A). For Core Crew and Key personnel, if you have a tribal member employed, please provide proof of enrollment.

Name	Position/Classification	Tribal Yes/No	Licensed Yes/No	Hourly Rate	Length with Company

Identification of Key Personnel

A Key Employee is defined as one whom the employer has invested time and costs into, and the employee performs critical functions such that the employer would risk financial damage or loss if unable to employ on this project (supervisors, lead personnel or specialized skills, etc. See Attachment A, Section 1B). TERO may require a position be opened up to all preference workers.

Name	Position/Classification	Tribal Yes/No	Licensed Yes/No	Hourly Rate	Length with Company

- Employers who wish to utilize workers that do not meet these definitions must obtain approval through a written request for a “TERO Waiver” (see attachment A, Section 2 and Attachment C).
- All supervisory employees listed, will be required to attend the TERO Pre-Construction Meeting, which will be held prior to the beginning of work on the project identified on this Compliance Plan

Identification of Sub-Contractors

It shall be the Prime/General Contractors responsibility to provide blank copies of this TERO Compliance Plan and Agreement form to all their subcontractors and suppliers. All Subcontractors must obtain an approved TERO Compliance Plan and Agreement of their own, prior to the commencement of any portion of work activity they will be involved in. The Prime and all subcontractors will be required to attend a TERO Pre-Construction meeting prior to the beginning of work.

Company Name	Phone	Compliance Plan Yes/No	Scope of Work	Estimated Start Date

ManPower Requests

Provide a preliminary estimate of workers (in addition to core crew and key employees) that your company will require on this project. A TERO Dispatch form and follow up call to TERO at least forty-eight (48) hours prior to identified "start date" is required. A separate form to request more workers is attached.

Attach a copy of Personnel Manual and Company application to be used in selection process.

Classification/skill	Start Date	No.	Pay Rate	Special Instruction

Training and Salary

For construction work on the lands subject to Title 25, all trainees or apprentices shall be Native American. The employer agrees that all local Native American employees will receive adequate training for the position for which they are hired. No construction employer shall pay Native American employees a wage less than that paid to the construction employer's core crew workers performing the same job duties. An agreement with TERO and the contractor may be done for a training plan, but is not necessary. If there is a training plan set in place, the Native American employees will be evaluated and paid in accordance with the training plan set forth between the contractor and TERO.

ManPower Request Form

Employer: _____ Contact Person: _____

Work Phone: _____ Ext. _____ Cell Phone: _____

Address: _____

Job Location: _____

Rate of Pay: _____ Per: Hr Wk Month No. of Positions _____

Date Needed: _____ To _____ Time: _____ Job is: FT PT PERM Temp

Job Will Last: 1-5 Days 1-2 Weeks 30-60 Days 60-90 Days 90-120 days + 150 Days

Hours: _____ M-F Wkends Shift License Required: Yes No CDL: A B C D

Tools Needed Yes No

Working Conditions/Physical Demands: _____

Skills Training: _____

Special Instructions: _____

Alcohol/Drug Test Required through employer: Yes No Physical Required: Yes No

Testing Center/Lab: _____

What is applicant being tested for: _____

Note: *The contractor may be required to provide a copy of the drug test results to TERO.*

What is the pay schedule: (ie. M-Sun) and when are timesheets due (day & time)? _____

When are employees expected to be paid? (day & time) _____

What are the arrangements for payday? _____

Will employees be paid for show up time? Yes No

For Office Use Only:

Date: _____ Rec'd By: _____

TERO Official: _____

Emergency Replacement Workers:

TERO Waivers must be obtained for workers who do not meet definitions of "Core Crew/Key Employees". Employers operating during hours when the TERO office is closed (i.e. weekends, holidays, etc.) who are in need of workers to fill a vacancy will be authorized to place an emergency worker to fill the vacancy. This emergency placement shall be allowed no longer than seventy-two (72) hours. TERO will be notified of such hires immediately upon the next working day and the position will be filled pursuant to the standard TERO procedures described in this compliance plan. Emergencies will be determined on a case-by-case basis.

Termination/LayOffs

No local Native American employee, who can perform the work required, shall be terminated through layoff or reduction in force while a non-Native American or non-local Native American employee's in the same craft or job duties are still employed.

The TERO Director/Administrator or Coordinator 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 plan.

Employers 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 agrees to respect the right of the 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. This agreement is affirmed in writing by the appropriate company officer.

TERO Pre-Construction Meeting

A TERO Pre-Construction meeting is required to provide each contractor and their supervisory personnel orientation on the TERO requirements and procedures. The Prime/General Contractor shall be responsible for contacting TERO to schedule the meeting and for providing notification of meeting date and time to their subcontractors.

Meeting Date	Location	Time

TERO Official _____ Date _____

TERO Understanding and Acceptance

Lummi Nation Tribal Employment Rights Office

Understanding & Acceptance

On behalf of _____, I hereby certify that I have received, read and understand the Lummi Nation Tribal Employment Rights Office (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_____.

Project: _____ Project No. _____

Contractor: _____ Sub-Contractor: _____

Address: _____

Phone: _____ Fax: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

TERO ATTEST

On behalf of Lummi Nation 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 Lummi TERO Commission and the Lummi Nation Tribal Employment Rights Ordinance (TERO) Title 25.

Signature _____ Date _____
TERO Official

NOTICE TO PROCEED

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

Signature _____ Date _____
TERO Official