
Tribal Employment Rights Office

Quinault Indian Nation TERO
P.O Box 189, Taholah, WA 98587
Phone: 360-276-8215 Ext. 4800
TERO@quinault.org

COMPLIANCE PLAN & AGREEMENT

for

(Company Name)

Note: All Employers must meet with the TERO office.

Any covered entity not submitting a completed compliance plan will be denied the right to commence work on the Project. A compliance plan should be submitted at least 72 hours prior to starting the Project. All Contractors are required to submit a copy of the contract with the compliance plan to TERO.

**Failure to comply with the TERO Ordinance
may result in civil penalties.**

Historically, Quinault Tribal members and other Indians have suffered discrimination in employment on and near the Quinault Reservation by being excluded from the employment market and experiencing discrimination when employed by private sector employers. As a result, Indians have 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, and were not paid equal wage for equal work. To eliminate discrimination and insure that tribal members and other Indians on the Quinault Reservation will have preference in employment and training opportunities, the Quinault Nation established a Tribal Employment Rights Ordinance (TERO), Title 97 of the Quinault Tribal Code.

Project or Service Provider Information

Project Name: _____ Project No.: _____

Location: _____

Project Funding Agency: _____

Funding Agency Contact: _____ Phone _____

Project Start Date: _____

Project Completion Date: _____

Is this project related to the extraction of resources from trust or restricted fee land? ☐ Yes ☐ No

Contractor/Service Provider Information

Company: _____

Complete Address: _____

Contact Person: _____ Title: _____

Telephone: _____ Cell: _____

Email: _____ Fax: _____

Insurance Company: _____

Policy: _____

Scope of work performed: _____

Number of permanent employees who will be working on or near the Reservation: _____

Estimated Quarterly Payroll: \$ _____

Estimated TERO Fee (1.75%): \$ _____

This agreement shall be for the life of this specific project.

Identification of Key Personnel

A Key Employee is defined as one who is in a top supervisory position or performs a critical function such that an Employer would risk likely financial damage or loss if that task were assigned to a person unknown to the Employer.

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

Employment Rights Fee

Every Employer, other than Construction Employers, with five or more Employees working on or near the Reservation, or with gross sales or income on or near the Reservation of \$10,000.00 or more shall pay a quarterly fee of 1.75 percent of the gross quarterly payroll for those Employees Engaged in Work on or near the Reservation, which shall be paid within 30 calendar days after the end of each quarter. This fee shall not apply to education, health, governmental or nonprofit Employers, nor to utilities franchised by the Quinault Indian Nation.

Identification of Sub-Contractors

It shall be the Employer's responsibility to provide copies of this TERO Compliance Plan and Agreement form to any subcontractors and suppliers. All Subcontractors must secure an approved TERO Compliance Plan and Agreement **prior** to the commencement of any portion of work activity they will be involved in.

Company Name	Phone	Scope of Work	Estimated Start Date

Manpower Requests

Provide a preliminary estimate of workers (in addition to permanent and key employees) that your company will require for completing the work on this project. List classification/skill, number needed, starting date, and pay rate. A TERO Dispatch form and follow up call to TERO at least forty-eight (48) hours prior to identified “start date” is required.

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

Skill/Qualification	Start Date	No	Pay Rate	Fringe

Training and Salary

The Employer agrees that all local Indian employees will receive adequate training for the position for which they are hired. All Indian employees will be evaluated and paid in accordance with a training plan set forth between the contractor and TERO.

Emergency Replacement Workers:

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 for no longer than seventy-two (72) hours. The TERO will be notified of such hires immediately upon the next working day and the position will be filled by TERO worker(s) unless none are available. The TERO Office hours are between 8 AM- 4:30 PM Mon-Fri

Notify TERO by email or call our cell phones listed.

Termination/Layoff

No TERO workers shall be terminated except for cause as provided in the contractor’s personnel policies.

No TERO worker, 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. If employees are laid off by crews, classifications or other categories, qualified TERO workers shall be transferred to crews or positions that will be retained.

Enforcement

If any report required by Title 97 and/or this Agreement indicates that the Employer is out of compliance, the Manager or the Manager's designee has the authority to initiate an on-site inspection. The Manager or the Manager's designee shall provide 24 hours' notice of the inspection to a designated point of contact and insure that the inspection does not disrupt business operations. The Manager or the Manager's designee may inspect and copy all relevant records of the Employer, speak with workers on the premises during normal breaks and engage in similar investigatory inspection activities.

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 comply with all rules and regulations authorized by Title 97. This agreement is affirmed in writing by the appropriate company officer.

TERO Understanding and Acceptance

Quinault Nation Tribal Employment Rights Office

Understanding & Acceptance

On behalf of _____, I hereby certify that I have received and understand the Quinault 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: _____

NOTICE TO PROCEED

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

Signature _____ Date _____
TERO Manager