



2017 Compliance Plan of Operations (CPO) ANNUAL AGREEMENT



E. Shoshone & N. Arapahoe Tribes Tribal Employment Rights Office — TERO
PO Box 217 Ft. Washakie, WY 82514
(307) 332-7618 office / (307) 332-8720 fax

Company Name: _____

Location: _____

Description of Services: _____

Date of Application: _____ Ending **December 31st** of same year

| | |
|--|-------------------------|
| TERO Assessment Fee – 2% total gross income: | Pay & Report Quarterly: |
| Please provide certified payroll on a monthly basis | |

Mailing Address: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Pages 3 & 6 Require A Signature

Any Contractor/Business not submitting a completed Compliance Plan of Operations form may be denied the right to conduct or continue conducting business on the Wind River Reservation. The Compliance Plan must be approved by TERO before mobilization of Contractor/Business operations on the Reservation. This process can take up to **15** business days.

Contact Person: _____ Title: _____

Jobsite Foreman: _____

Cell Phone: _____

Core Crew: A member of a Business, Contractor, or Subcontractor's crew who is a regular, permanent employee and is in a supervisory or other key position such that the employer would face a serious financial loss if a person who had not previously worked for that employer filled that position.

Core Crew: _____ Job Title: _____
_____ Job Title: _____
_____ Job Title: _____
_____ Job Title: _____
_____ Job Title: _____
_____ Job Title: _____
_____ Job Title: _____
_____ Job Title: _____
_____ Job Title: _____
_____ Job Title: _____

Number of Positions filled per this project: _____

Open Positions: Employer agrees to hire **50%** of all its employees for projects on the reservation. If employer is unable to meet the **50%** local, Indian or Indian employment goal as set forth above, company representative will need to meet with the TERO Compliance Supervisor to determine a hiring goal.

Open Position: _____ Job Classification: _____
_____ Job Classification: _____
_____ Job Classification: _____
_____ Job Classification: _____
_____ Job Classification: _____
_____ Job Classification: _____
_____ Job Classification: _____
_____ Job Classification: _____
_____ Job Classification: _____
_____ Job Classification: _____

Number of Positions filled per this project: _____

List Indian Preference Company/Contractor Utilized on this project:

| Company/Contractor Name, Contact Person & Phone #: | Work Performed: |
|--|-----------------|
| | |
| | |
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| | |

General Contractor needs to maintain copies of all approved Business Licenses for their companies/contractors, subs, and vendors on the jobsite. Copies need to be readily available for TERO inspection. This includes work permit cards

List Non-Indian Company/Contractor Utilized on this Project:

| Company/Contractor Name, Contact Person & Phone #: | Work Performed: |
|--|-----------------|
| | |
| | |
| | |
| | |
| | |
| | |

Company's Authorized Representative's Signature

Date:

TERO Director/Representative

Date:

Approval: Yes: _____ No: _____

TERO Compliance Plan of Operations Contractor/ Business Responsibilities & Requirements

The Business, Contractor/Employer shall comply with the Shoshone & Arapahoe Tribe's Tribal Employment Rights Office (TERO), Title X — Tribal Employment Rights Code (Code) for any work within the exterior boundaries of the Wind River Reservation (Reservation) and complete the necessary paperwork in the Compliance Plan with the appropriate company official's signature contained therein.

1. All employers/businesses are required to give preference to Indians in hiring, promotion, training and all other aspects of employment, contracting, or subcontracting, and must comply with this Code and the rules, regulations, and orders of the Shoshone & Arapahoe Tribe's Tribal Employment Right's Office (TERO). The above requirements shall apply to facilities of a business/employer including a subcontractor located or engaged in any work on or near the Reservation.
2. The Indian preference requirements contained in this Code shall be binding on all businesses/contractors and subcontractors of employers regardless of tier and shall be deemed a part of all contract and subcontract specifications. The employer shall be subject to penalties provided herein for violation of this Code if business/contractor or subcontractor fails to comply.
3. Employers/businesses will be required by TERO to participate in training programs to assist Tribal members to become qualified in the various job classifications used by the employer.
4. Employers/businesses are prohibited from using job qualifications criteria or personnel requirements that prohibits Indians from employment unless such criteria or requirements are required by business necessity.
5. TERO shall establish and administer a tribal skills bank at the TERO office to assist the employers in placing Indian(s) in job positions. An employer with provisions may recruit and hire workers from whatever sources are available to him/her and by whatever process he/she chooses as long as he complies with this Code and Indian job preference regulations and agreements pertaining to his/her operations.
6. TERO will establish counseling and other support programs to assist Indians to obtain and retain employment. Every employer shall be required to cooperate with TERO regarding counseling and support programs.
7. Employers/businesses shall give preference in the award of contracts or subcontracts to tribally owned and Indian-owned businesses. A list of tribally owned and Indian-owned businesses will be available to the employers for their use.
8. In all lay-offs and reductions in force, employers shall maintain the required ratio of **50%** Indian employees.
9. In accordance with required ratios, every Employer/businesses shall give Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities.
10. Employers/businesses shall give Indian students preferential consideration for summer student employment. The employer shall make every effort to promote after-school, summer, and vacation employment for Indian Students.
11. Every union with a collective bargaining agreement with an employer must file a written agreement stating that the union will comply with this code and the rules, regulation, and orders of TERO. Until such agreement is filed with TERO, the employer may not commence work on the

reservation. Any general contractor using any unionized companies need to alert TERO that they need a Tribal labor agreement signed.

12. If an employee believes, an employer has failed to comply with this code and rules, regulations, or orders of TERO. If the employee believes discrimination has occurred by the employer because of race, creed, color, age, sex, national origin, or religion, employee may file a complaint with TERO.
13. Upon receipt of the complaint, based on merit, TERO shall review and determine whether to investigate and attempt to achieve mediation of the matter. If any employer retaliates by firing, lay-off, or penalizes in any manner any employee for utilizing the individual complaint procedure, or any right provided herein, the employer shall be subject to the penalties provided in the Ordinance.
14. TERO shall notify all employers of the Tribal Employment Rights code and their obligations to comply. All bid announcements issued by any Tribal, Federal, State, or other private or public entity shall contain a statement that the successful bidder will be obligated to comply with this Code and all rules, regulations, and orders of TERO.
15. Employers/businesses shall submit reports, certified payrolls, and other information requested by TERO. TERO and its representatives shall have the right to make on-site inspections during regular working hours in order to monitor any employer's compliance with the Tribal Employment Rights Code and rules, regulations, and orders of TERO. TERO shall have the right to inspect and copy all relevant records of any employer, of any signatory union, subcontractor, and shall have a right to speak to workers and conduct investigations on job sites.
16. All employers shall pay the prevailing wage to cover employees in the workforce, per the established Shoshone & Arapahoe Tribal prevailing wage rate on the Wind River Reservation.
17. Businesses/contractors are required to comply with the TERO fee assessment per the project undertaken by their firm.
18. **All Annual Agreements are for the entire year. TERO fees are based on 2% of your final gross income for work done within the exterior boundaries of the Wind River Reservation and need to be reported and paid quarterly. No contracts will be signed on a quarterly basis.**
19. Any business, employer, contractor, subcontractor, or union who violates the Tribal Employment Rights Code or rules, regulations, or orders of TERO shall be subject to penalties for such violations, including, but no limited to:
 - a) Denial of the right to commence or continue business inside the Reservation.
 - b) Suspension of Operations inside the Reservation.
 - c) Payment of back pay and damages to compensate any injured party.
 - d) An Order to summarily remove employees hired in violations of the Code or rules, regulations, and orders of TERO.
 - e) Imposition of monetary civil penalties.
 - f) Prohibition from engaging in future operations on the Reservation.
 - g) An Order requiring employment, promotion, and training of Indians injured by the violation.
 - h) An Order making any other provision deemed by TERO, necessary to alleviate, eliminate, or compensate for any violation.

For each violation, the maximum penalty imposed will be **\$500.00** for each day during which a violation exists shall constitute a separate violation.

I have read the TERO Compliance Plan, Contract Responsibilities & Requirements, and agree to comply with the Shoshone & Arapahoe Tribes Title X — Tribal Employment Rights Code.

Please sign below to complete application

Company's Authorized Representative's Signature: _____

Print Name: _____ Title: _____