



SENECA NATION

TRIBAL EMPLOYMENT RIGHTS ORDINANCE

Allegany Territory
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COMPLIANCE PLAN

PROJECT _____

LOCATION _____

COMPANY _____ PRIME OR SUB-CONTRACTOR

ADDRESS _____

PRIMARY CONTACT PERSON _____

TITLE _____ PHONE _____

FAX _____ EMAIL _____

ALTERNATE CONTACT PERSON _____

TITLE _____ PHONE _____

FAX _____ EMAIL _____

OWNERS REP _____

TITLE _____ PHONE _____

COMPANY _____ EMAIL _____

SCHEDULED START DATE _____ END DATE _____

AWARDED CONTRACT AMOUNT _____

NOTE

ANY EMPLOYER NOT SUBMITTING AN ACCPTABLE COMPLIANCE PLAN MAY BE DENIED THE RIGHT TO COMMENCE OR CONTINUE DOING BUSINESS WITHIN THE EXTERIOR BOUNDARIES OF SENECA NATION LANDS.

Whereas this agreement is entered into between the Seneca Nation of Indians (SNI) Tribal Employment Rights Office (TERO) and said Employer with respect to compliance in contracting, subcontracting, and employment, as stated in the Seneca Nation of Indians Tribal Employment Rights Ordinance.

1. SUBCONTRACTORS

The employer agrees that Indian Preference as set out in the Seneca Nation of Indians Tribal Employment Rights Ordinance shall apply in the selection of subcontractors.

2. EMPLOYMENT PRIORITY

- A. An Employer may recruit and hire workers from whatever sources available to him and by whatever process he so chooses, provided that he shall notify TERO of any job vacancies, positions, or any negotiated positions prior to filling those positions. The Employer will give TERO not less than 48 hours to locate and refer a qualified Indian for such vacancies and positions, except when circumstances require that the position be filled within a shorter period of time. TERO will use its Skill Bank to assist the Employer in meeting the stipulated hiring goal for this project. TERO will maintain a Skill Bank, listing of available Indians by job classification based on skill level as indicated on their TERO application to be used to fill job vacancies, new positions, or any other negotiated positions under this agreement. TERO will refer the names of those Indians who meet the minimum qualifications only. It will only be the responsibility of the employer to make the final selection.
- B. At the request of the TERO, the Employer shall submit to the TERO, for TERO review and approval, job descriptions or minimum requirements for the position(s) to be filled. TERO may modify the job description and minimum job requirements to ensure that only those requirements necessary for the proper performance of the contract work are listed for the position and that a covered employer or entity has not used qualification criteria for such job requirements to serve as barriers to Indian employment.
- C. Indian preference, as set out in the Seneca Nation of Indians Tribal Employment Rights Ordinance, shall also be applied in reverse order to any layoffs or reductions-in-force so that enrolled Seneca Nation members and other Indians are retained in positions of employment to the extent practicable. To the extent a layoff or reduction in force becomes necessary, the Employer shall submit to TERO a plan for implementing the layoff or reduction in force which shows compliance with this subsection, prior to implementing the layoff or reduction in force.

3. BARRIERS TO EMPLOYMENT

The employer will not use qualifications, criteria or other personnel requirements as barriers to Indians.

4. TRAINING AND SALARY

- A. At the request of the TERO Director or the Director's designee, the Employer may be required to establish or participate in such training programs as the TERO Director determines necessary, in order to increase the pool of qualified Indians within Seneca Nation Lands as quickly as possible.
- B. All Indian employees will be evaluated and paid according to current Employer and Company policies.

5. DISCRIMINATION

There shall be no discrimination in the amount of rates of wages, in fringe benefits, or other employer-related activity.

6. HIRING GOALS

The employer agrees that at least 51% of its employees working within the exterior boundaries of Seneca Nation Lands will be qualified Indians, as established by the Seneca Nation of Indians Tribal Employment Rights Ordinance and negotiated under this Compliance Plan.

7. EMPLOYMENT RIGHTS FEE

Pursuant to Section 11-A of the SNI Tribal Employment Rights Ordinance, every covered employer with a prime construction contract in the sum of \$50,000 or more shall pay a one-time fee of 5% of the total amount of the contract. Such fee shall be paid by the employer prior to commencing work within Seneca Nation Lands. However, where good cause is shown, the Commission may authorize a construction contractor to pay said fee in installments over the course of the contract.

8. INSPECTIONS

The Director of TERO his or her designate shall have the right to inspect all sites where employment is taking place under the provisions of this agreement, within the exterior boundaries of Seneca Nation Lands.

9. RECORDS

The Employer, through its Site Superintendent or other designee, must submit, upon request, to the TERO, an Employment Report, which includes the following data:

- 1. Wage and hour reports
- 2. New hires, terminations, lay offs, promotions (if terminated, disciplinary action taken)
- 3. Promotions
- 4. Payroll records

10. EMPLOYMENT POLICIES AND PROCEDURES

If the employer deems an employee such that he or she is in danger of being suspended or terminated, the employer may contact TERO for assistance in working out the problem. It is further understood that the employer recognizes that its operations are taking place within a unique cultural setting upon Seneca Nation Lands. Accordingly, the employer, in conjunction with the TERO Director, will consider and take into account tribal cultural customs and business needs.

11. PRIME RESPONSIBLE FOR COMPLIANCE OF SUBCONTRACTORS

The Prime Contractor will be held responsible and accountable for assuring that any Subcontractors let under this contract have a signed Compliance Plan, and that the subcontractor shall follow all stipulations under their Compliance Plan.

12. COMPLIANCE WITH OTHER PROGRAMS

The employer acknowledges that they are aware of other Tribal Ordinances that may affect this contract including, but not limited to, Underground Storage Tank Ordinance, Waste Disposal Ordinance, Utilities Ordinance, and Hazardous Chemical Ordinance.

13. DURATION

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

I have received and read the Seneca Nation of Indians Tribal Employment Rights Ordinance. I agree to abide by the stated conditions of the Ordinance and the Compliance Plan.

EMPLOYER SIGNATURE: _____

TITLE: _____

DATE: _____

TERO FEE

THIS FEE DOES NOT APPLY TO:

- **CONTRACTS THAT ARE UNDER \$50,000.00**
- **SUB-CONTRACTORS**
- **CONTRACT WORK OFF NATION TERRITORY, IF NEGOTIATED**

PERCENTAGE OF CONTRACT WORK ON SENECA NATION TERRITORY _____

CONTRACT AMOUNT _____

CONTRACT AMOUNT x % OF WORK ON TERRITORY _____

FEE AT 5% _____

IF THE 5% FEE IS \$50,000.00 OR MORE, IT MAY BE PAID IN INSTALLMENTS AS AGREED UPON BY THE TERO DIRECTOR:

1ST PAYMENT \$ _____ **DATE** _____

2ND PAYMENT \$ _____ **DATE** _____

3RD PAYMENT \$ _____ **DATE** _____

4TH PAYMENT \$ _____ **DATE** _____

ADDITIONAL NOTES _____

