

Exhibit B



Confederated Tribes of the Umatilla Indian Reservation
Tribal Employment Rights Office – TERO
46411 Ti'mine Way | Pendleton, OR 97801
Office (541) 429-7193 | Fax (541) 429-7190 | email: terostaff@ctuir.org

ODOT MOU COMPLIANCE AGREEMENT

A. Contractor Information

Check all that apply: Prime/General Subcontractor Union

Contractor Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

Contact Person: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

Scope of work: _____

Performance Period: **Approximate Start Date:** _____ **End Date:** _____

B. Project Information

Contract Number: _____

Project Name: _____

Location: _____

Duration of the entire project: **Start Date:** _____ **End Date:** _____
(Prime Contractor Only)

C. TERO Fee (Prime Contractor Only)

1. The TERO Fee amount shall be calculated as described in the most recent version of the MOU.

D. TERO Workforce

1. The contractor agrees to utilize the TERO Hiring Hall to fulfill its hiring goals per this Agreement. The hiring goal includes numerical goals and timetables for each craft, skill area, job classification, etc., as a percentage of total hours worked on the project, used by the Employer.
2. When a TERO worker is terminated or unable to continue working, the Employer shall immediately notify the TERO office which may provide a substitute referral within three business days or notify the Employer that it has no referrals for the position, after which time the Employer will be authorized to hire a permanent replacement. The Employer may submit a written request and justification for a shorter rehire period.
3. In all layoffs and reductions in force, no Indian worker shall be terminated if a non-Indian worker in the same job classification is still employed. The non-Indian shall be terminated first if the Indian possesses threshold qualifications for the job classification. If an Employer lays off workers by crews, all qualified Indian workers shall be transferred to crews to be retained so long as non-Indians in the same job classification are employed elsewhere on the job site, except for non-Indians hired as Core Crew pursuant to negotiated Compliance Agreements.
4. Preference will be given to TERO referrals for any training opportunities on this project.
5. Contractors who are in violation of the TERO Code or this compliance agreement may be subject to citations and/or penalties per the TERO Code. Possible sanctions include:
 - a. Immediate replacement with a TERO referral.
 - b. Back pay to TERO referral and/or reinstatement.
 - c. The maximum daily monetary penalty listed in the TERO Code is incorporated by the Contractor's ODOT contract.
6. Any form of harassment or discrimination directed towards TERO referrals by Contractor employees on the project will not be tolerated.
7. Core Crew requests must be submitted to the TERO staff in writing, showing that each Core Crew member meets these criteria before the start of any project work. Approval of Core Crew members does not exempt any Employer from TERO hiring goals or other compliance agreement terms.
 - a. Indian Crew members may count toward the hiring goal.
 - b. Indian Crew members must be registered with the TERO Program.
 - c. Indian Crew members must be identified prior to signing the Compliance Agreement.
8. Wages will be paid according to applicable laws.
9. All fringe benefits for Native American workers referred by the Tribal Employment Rights Office of the CTUIR shall be paid in cash. Native American workers who are Union members will have the option of fringe benefits in cash or paid into a bona fide plan or program. However, this does not change any agreements between Native American Union members and their respective Unions.

10. Certified weekly payroll reports must be submitted to the TERO program by Wednesday the following week.

E. Hiring Goals

1. Employment goals for each project will be set in by the TERO program and the Contractor representatives. The Contractor will meet the prescribed number of TERO referrals according to the hiring goal established in Attachment I – Hiring Goal of the Compliance Agreement. If no qualified TERO referrals are available, TERO will provide a consent form to waive this obligation.
 - a. For projects subject to the CTUIR/ODOT MOU, the employment goal shall be consistent with the annual CTUIR/ODOT assessment for the project.
2. The Contractor will provide TERO with an accurate listing of all positions in Section I on Attachment I that will be used on this project (that includes core crew members) and the number of employees required for each craft. These positions will be negotiated for, as well as any Core Crew requests.
3. Prime Contractors will be responsible for an overall hiring goal for a project, which is established in the ODOT Contract documents. The overall hiring goal will be established in section II of Attachment I – Hiring Goals. The overall goal is based on the total hours worked by all contractors involved on the project.
4. Employers with collective bargaining agreements with a union are responsible for informing such unions of this Code, its rules and regulations, applicable Memorandums of Understanding, and their Compliance Agreement. Unions will give absolute preference to Indians in job referrals regardless of which referral list they are on. Temporary work permits will be granted to Indians who do not wish to join a union.
5. A TERO Worker Request form, Attachment III, will be used by the contractor when requesting workers.
6. The Contractor must make every effort to place a job order with the TERO program at least 48 hours (two business days) prior to needing a TERO referral.
 - a. TERO referrals must be requested from TERO in a timely manner to satisfy the Contractor's new hire process.

F. Contractor Obligations

1. The Contractor agrees to comply with the TERO Code.
2. The prime contractor is responsible for ensuring each of their subcontractors complies with the provisions of the TERO Code and the Compliance Agreement.
3. Allow on-site inspections by TERO representatives.

G. Point of Contact

1. The points of contact for the TERO Program are as follows:

Management: John Barkley, TERO Program Manager	Office: 541-429-7489 Email: johnbarkley@ctuir.org
Compliance/Enforcement: Randy Minthorn, TERO Compliance Officer	Office: 541-429-7491 Email: randallminthorn@ctuir.org
Referral/Compliance Agreements: Randy Robinson, TERO Dispatch Officer	Office: 541-429-7490 Email: randyrobinson@ctuir.org
Natasha Watchman: TERO Office Assistant	Office: 541-429-7506 Email: terostaff@ctuir.org
TERO All Staff:	Main Line: 541-429-7193 Email: terostaff@ctuir.org

2. The contractor must submit a list of relevant staff with the completed Compliance Agreement. Relevant staff include, but are not limited to, the main office receptionist and on-site manager/supervisor.

H. Attachments

Attachments I, II, and III are incorporated as part of this Agreement. Any additional attachments must include the signature of authorized representatives of both parties to be incorporated in this Agreement.

I. Applicable TERO Code Chapters

Chapters 4, 6, 7, 8, 9, and 10 of the TERO Code version incorporated into the Contractor's ODOT Contract shall apply to Contractor with regard to the ODOT project. Notwithstanding this, the Indian preferences in hiring and hiring goals shall be those set out in this agreement, the TERO Tax/Fee is set out in the ODOT TERO MOU, and any penalty resulting in suspension of business or work occurring under the ODOT project outside of the Umatilla Indian Reservation will only be imposed after coordination and approval from ODOT.

J. Contractor Compliance Agreement Approval

I have read and understand the terms, conditions, and requirements as set forth in this Compliance Agreement. I understand that a compliance agreement is required even if there is no set hiring goal to ensure continued compliance with the TERO Code and monitoring by the TERO Program. I certify that I have full authority to sign on behalf of_____.

Contractor Representative (Print)

Title

Contractor Representative (Signature)

Date

K. TERO Compliance Agreement Approval

On behalf of the CTUIR TERO Program, I have reviewed this compliance agreement and certify that the contractor has submitted the required documentation. The contractor has been approved to commence work on the project.

TERO Representative (Print)

Title

TERO Representative (Signature)

Date

TERO COMPLIANCE AGREEMENT Attachment I – Hiring Goals

Section I – Contractor Positions

Project: _____

Contractor: _____

Position	Start Date	# of each	# of TERO	%	Wage Rate
TOTALS					

TERO reserves the right to negotiate for any positions listed above in order to meet the prescribed hiring goals. This attachment supplements the TERO Compliance Agreement in which the Contractor agrees to meet their obligation pursuant to the CTUIR TERO Code.

Section II – Overall Project Hiring Goal

The Prime contractor shall be responsible for ensuring that an overall hiring goal of _____%, for the life of the _____ project will be met.

Contractor Representative (Print)

Title

Contractor Representative (Signature)

Date

TERO Representative (Print)

Title

TERO Representative (Signature)

Date

ODOT MOU COMPLIANCE AGREEMENT
Attachment II – Fee/Fee Calculation
(Prime Contractor Only)

The TERO Compliance Fee for all applicable projects shall be assessed as a Compliance Tax/Fee per the Fee rate structure found in the most recent version of the ODOT/TERO MOU.

- A. Project: _____
- B. Contractor: _____
- C. Effective Fee rate(s): _____
- D. TERO Fee amount or one-time administrative fee of \$1,000: _____
- E. Due Date: *due before the date that work commences on the project* – _____

Contractor Representative (Print)

Title

Contractor Representative (Signature)

Date

TERO Representative (Print)

Title

TERO Representative (Signature)

Date

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Attachment III – Worker Request

A worker request form and company application will need to be submitted when the employer is requesting a worker. The contractor must give TERO Dispatch Officer two Business Day notice when requesting a worker.

Date: _____

Check one: Prime Contractor Sub-contractor

Project Name: _____ Project Location: _____

Contractor Name: _____

Representative requesting worker(s) (Name and Title): _____

Contact Number: _____ Email: _____

Job position requesting: _____ No. of positions needed: _____

Job location: _____ Rate of pay: _____

Starting date: _____ Starting time: _____

Name, Title, and Contact info of individual(s) that the TERO worker will need to contact when starting work: _____

Job Status: Full- Time Part Time

Job Duration: < 1 week 1-2 weeks 2 weeks – 1 month > 1month

Schedule: M-F Weekends Other: _____

Driver's license required. Yes No CDL? Yes No If yes, type: A B C D

Alcohol/Drug test required? Yes No Physical Required? Yes No

Brief Job Description: _____

Skills/Training needed: _____

Tools required: _____

special Instructions: _____