TRIBAL EMPLOYMENT CONTRACTING RIGHTS OFFICE

ROSEBUD SIOUX TRIBE

ROSEBUD, SOUTH DAKOTA

RST TECRO Compliance Plan

☐ Completed Compliance Plan

☐ Tribal Business License

☐ Contract

☐ Listing of all Sub Contractors

☐ Change Order/New Contract

Compliance Officer:_____

Logged In :_____

Rosebud Sioux Tribe
Tribal Employment & Contracting Rights Office
P.O.Box 810
Rosebud, SD 57570
Phone: (605)747-2322 * Fax (605) 747-2738
www.rst-tecro.com

Please Check ONLY One:

- ☐ **Contractor**
- ☐ **Sub-Contractor**

COMPLIANCE PLAN

****

COMPANY:

****

PROJECT (Name & Project No.):

****

DATE:

****

Rosebud Sioux Tribe T.E.C.R.O Ordinance 86-03 –
Section 111 (1-A, B)

(A)With respect to each construction contract of $5000 or more on the rosebud reservation, the construction contractor shall pay a one-time fee of 4.5% of the total amount of the contract, plus a fee of 4.5% of any increases in the contact amount. If a contractor initially enters into a contractor of $5000 or less, but subsequent increases result in a total contract amount of $5000.00 or more, the fee shall apply to the total contract amount, including increases.
(B)The Primary liability for the Fee imposed by this section shall lie with the Primary Contractor. A Sub shall be subject to the fee on his subcontract only to the extent that the primary contractor has failed to pay the on the prime contractor under which the sub contract was issued

The General Contractor and Sub-Contractors must have a Rosebud Sioux Tribe Business License, please contact the R.S.T. Revenue Department at 605-747-2381 ext368/369/370 for more information on obtaining a Business License. Must Attach Contract, Tribal Business license with Compliance Plan.

Any Contractor/Sub-Contractor not submitting an acceptable compliance plan prior to starting any project MAY BE DENIED the right to commence or continue business on the Rosebud Sioux Indian Reservation.

The Prevailing Wage Scale on ALL Federally funded construction projects will fall under the Davis-Bacon Act or TECRO Wage Scale, whichever is higher or whenever. A particular skill is not classified under the Davis-Bacon Act, unless the contract specifically states otherwise.

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This Agreement is between the

Rosebud Sioux Tribal Employment & Contracting Rights Office

AND

_____

(Contractor)

This Agreement is entered into on this _____ day of _____, _____, between the Rosebud Sioux Tribal Employment and Contracting Rights Office (TECRO) and: _____(Employer) with respect to employment practices on the Rosebud Sioux Indian Reservation.

1. CONTRACTOR:

That employer agrees to comply with procedures for the selection of sub-contractors as set forth in the Rosebud Sioux Tribe's TECRO Ordinance 86-03, Chapter 3, Sub-Chapter A.

The General Contractor agrees that its Contractor and Sub-Contractor will comply with said Ordinance 86-03, Chapter 2, in hiring any employees for the contracts.

2. EMPLOYMENT PRIORITY:

For the hiring of local TECRO Certified Employees, TECRO will maintain a list of available Employees skilled, semi-skilled, laborer and office/clerical categories.

The TECRO Executive Director shall be given at least (3) three business days notice of any vacancy or new positions.

The Employer agrees to comply with TECRO ORDINANCE 86-03, that TECRO certified clients must be on the jobsite while project is in progress by the contractor and/or subcontractor at all times, unless excused by employer.

The Employer agrees to comply that the work force is at a TWO to ONE RATIO

The employer agrees to consider for hire either for a job vacancy or new position all available local TECRO Certified Applicants who meet the pre-employment standards.

For the purpose of this agreement pre-employment standards are those directly job related standards of fitness or ability which indicate that with a reasonable amount of job training. A person would be capable of satisfactorily performing the entry level job as well as jobs at a higher level, which with a reasonable amount of further training, normally filled by a progression from the entry job. This provision applies to those persons who at the time of application for employment are not fully qualified but have the general potential of becoming qualified through a reasonable amount of training.

3. PRE-EMPLOYMENT STANDARDS:

Employer will not use qualification criteria, or other personal requirements as barriers to Indian employment, except where such criteria are requirements by business necessity. Employers shall have the burden of showing that such criteria or requirements are required.

4. TRAINING:

The employer agrees that all local TECRO Certified Employees will be adequately trained for the position for which they are hired. All TECRO Certified Employees will be evaluated and paid in accordance with current employer and company policy.

5. DISCRIMINATION:

There shall be no discrimination in wage rates or fringe benefits for employees on the basis of Sex, Religion or National Origin.

6. EMPLOYMENT GOALS:

A. Employer agrees that 70% of all skilled positions and 100% of all employees in the semi-skilled, unskilled, local TECRO Certified Employees will fill laborer or office/clerical positions. At the end of (1) one year from the date of this agreement this provision will be re-examined and re-negotiated.

B. If employer is unable to meet the (100%) local Indian employment goals as set forth above it shall have the burden of justifying the rejection of every local TERO Certified Applicant for any position which becomes available and of substantiating the criteria used in hiring for the position as being performed.

7. EMPLOYMENT RIGHTS FEE:

Pursuant to Section III of the Rosebud Sioux Tribal Employment and Contracting Rights Ordinance 86-03 Chapter 1, Section III, the Employer shall pay an Employment and Contracting Rights **Fee 4.5%** of the total Contractor dollar amount.

HEREBY with _____ payments made in equal amounts of _____ over the life of this Agreement. The last payment will be due no later than _____.

The Fee shall be made payable by check to the Rosebud Sioux Tribal Employment and Contracting Rights Office (RST-TECRO), which will be deposited in a specific account by the Treasurer of the Rosebud Sioux Tribe.

In the event of any modifications to the Contract, which will result in a change to the original dollar amount of said Contract; the Contractor is to contact the TECRO Office to make adjustment arrangements within (5) five working days.

8. INSPECTIONS:

The TECRO Executive Director or designee (Compliance Officer) shall have the right to inspect all sites where employment is taking place under the provisions of this Agreement on the Rosebud Sioux Reservation.

9. RECORDS:

Employer shall maintain records on all employees who apply for work (including those who were not employees or were employed but subsequently terminated). The files shall reflect the name, last known address, and the employee craft or category for which the employee is or was available.

If called and not hired, or if later terminated the file shall reflect the reason(s) why he/she was not hired or terminated.

Such file shall be available at reasonable times or reasonable notice to the TECRO Executive Director, Compliance Officer(s), or TECRO Personnel.

Timely submission of weekly Certified Payroll Reports to the TECRO Office is mandatory.

These Reports should involve at a minimum the following information: Name, Social Security Number, Job Classification, Rate of Pay, Termination Date and reason for termination for all TECRO Referrals and Core Crew with the exception of a working owner.

10. ASSISTANCE:

If the employer deems that an employee's performance is such that he/she is in danger of being suspended or terminated, the employer shall contact TECRO for assistance in working out the problem.

11. EMPLOYMENT POLICIES AND PROCEDURES:

It is further understood that the employer recognizes that its operation(s) are taking place within a unique cultural setting, upon the Rosebud Indian Reservation. Employers will consider and take into account Tribal Holiday and other cultural customs so as to promote rather than hinder the employment of local TECRO Certified Employees.

12. LAY-OFFS:

If a lay-off is required the Employer shall conduct a lay-off consistent with its obligations under Section of this Agreement and to employ local TECRO Certified Applicants up to 100% of the workforce.

13. DURATION:

This Agreement shall be for (1) one year period or until the Contract/Project is completed.

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COMPANY NAME: _____

PROJECT NAME & NO.: _____

SUPERINTENDENT: _____

DATES	CONTRACT AMOUNT	CHANGE ORDER(S)	4.5% TECRO FEE(S)

COMPANY MAILING ADDRESS: _____

_____

COMPANY E-MAIL ADDRESS : _____

Company Phone Number: _____

LOCAL MAILING ADRESS: _____

_____

_____

ON-SITE PHONE NO.: _____ **FAX NO:** _____

PROJECT BEGINS: _____ **PROJECT ENDS:** _____

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CORE CREW DEFINITIONS:

A crew member of a Contractor or Sub-Contractor's crew who is a regular/permanent employee (40 hours per week) and is in a Supervisory or other KEY position, such that the employer would face a serious financial loss if that position were filled by a person who did not previously work for the Contractor or Sub-Contractor.

CORE CREW MEMBERS:	JOB CLASSIFICATION:
_____	_____
_____	_____
_____	_____
_____	_____

ESTIMATED NUMBER OF TECRO WORKERS AND JOB CLASSIFICATIONS:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TRAINING POSITIONS: (PLEASE LIST JOB CLASSIFICATIONS AND NUMBER OF TRAINING POSITIONS YOU WILL OFFER)

_____	_____
_____	_____

****

Signed ONLY when compliance plan is completed

_____	_____
DATE	**AUTHORIZED COMPANY OFFICIAL(SIGN)**
_____	_____
DATE	**TECRO COMPLIANCE OFFICER (SIGN)**

**********APPROVED**********

_____	_____
DATE	**TECRO – EXECUTIVE DIRECTOR**

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TECRO REFERRAL PROCEDURES

- A Contractor must first negotiate with RST TECRO Executive Director and Compliance Officer(s) on the amount of employees needed.

- When a Contractor is ready to begin work the TECRO Compliance Officer will accompany the number of workers negotiated for the Project. Who is sent out will be based on the completed application, date, occupational code/OCC and **Notice of Referral Form – signed & dated by the Compliance Officer.**

- If a Contractor is unwilling to put any of the people sent to him to work he must justify in writing as to **"WHY"** he is unwilling to put them to work to the RST TECRO Executive Director and/or Compliance Officer(s).

- All referrals sent out must a TECRO Card, if they do not have one they cannot be hired. As they may not be registered with the TECRO Office. In the case of a lost TECRO Card a new one will be issued at the cost of $2.00 dollars. Please return the TECRO Card to the individual to whom it belongs.

- If a Contractor hires an individual who has **NOT** been sent from the TECRO Office (even if he/she is a Tribal Member with an application on file in this office) the Contractor will be in violation of the TECRO Referral Procedures and it is the Contractor's responsibility to terminate the individual and comply with the TECRO Referral Procedures.

- If a Contractor brings a Non Tribal Member worker with him or her and that he/she is not identified as part of the "Core Crew" this individual cannot be hired. Even if said individual(s) fills out a TECRO Application he/she is not identified as part of the "Core Crew" this individual(s) cannot be hired, because of the residency clause in the TECRO Ordinance 86-03.

- If a Contractor refuses to comply with the TECRO Referral Procedures they are subject to monetary penalties, which could be up to FIVE HUNDRED dollars ($500.00) per day for the days for which they are out of compliance.

THESE REFERRAL PROCEDURES WILL BE STRICTLY ENFORCED. NON COMPLIANCE MAY RESULT IN TECRO FINES AND/OR THE SHUTTING DOWN OR YOUR PROJECT.

_____	_____
DATE	**TECRO COMPLIANCE OFFICER**
_____	_____
DATE	**AUTHORIZED COMPANYOFFICIAL& TITLE**

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ROSEBUD SIOUX TRIBE

Resolution No. 03-266

WHEREAS, the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all pertinent amendments thereof; and

WHEREAS, the Rosebud Sioux Tribe is governed by a Tribal Council made up elected representatives who act in accordance with the powers granted to it by its Constitution and By-Laws; and

WHEREAS, Native American Indians have unique and special employment rights and the Rosebud Sioux Tribal Governmental has the inherent sovereign; power to pass laws to implement and enforce those special rights on behalf of Indians: and

WHEREAS, Native American Indians are also entitled, to the protection of laws that the Federal Government has adopted to eliminate discrimination and Tribal governments can and should play a role in the enforcement of those laws; and

WHEREAS, the Rosebud Sioux Tribe has established a prevailing wage rate (Res.91-209) on the Rosebud Sioux Reservation which is implemented and enforced by the Rosebud Tribal Employment and Contracting Rights Office; and

WHEREAS, the TECRO Board of Commissioners passed by motion at a regular meeting May 8th, 1999, the TECRO wage scale and reaffirmed their action on July 30, 1999; and

WHEREAS, the TECRO Wage Scale has never been updated to match the State's and surrounding area's wage scales for the last (4) years; and

WHEREAS, the TECRO Board of Commissioners passed the Proposed TECRO Wage Scale on May 2nd, 2003; now

THEREFORE BE IT RESOLVED, the Rosebud Sioux Tribal Council adopts/passes this resolution upgrading the TECRO Wage Scale; and

BE IT FURTHER RESOLVED, that the Wage Scale increases annually according to the Rosebud Sioux Tribe Cost of Living Increases (2.5% or whatever rate that is determined by the RST Council) commencing October 1st of every year.

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ROSEBUD SIOUX TRIBE

Resolution No. 03-266

CERTIFICATION

This is to certify that the above Resolution No. 2003-266 was duly passed by the Rosebud Sioux Tribal Council in session on September 22, 2003, by vote of Ten (10) in favor, None (0) opposed and Four (4) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

***** Original Resolution on file with the RST TECRO Office *****

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TECRO Wage Scale

RST COUNCIL MOTION was passed on January 30, 2023 sets a yearly increase of 2.8% Cost of Living Allowance (COLA).

Year	Job Skill	Wage Rate	Job Skill	Wage Rate
2021	Laborers	$13.17	Finish Carpenters	$19.16
2023		***$13.54***		***$19.70***
2021	Carpenter/Form Builder	$17.39	Carpenter's Helper	$15.85
2023		***$17.88***		***$16.30***
2021	Sheetrock Finisher	$17.18	Sheetrock Hanger	$16.23
2023		***$17.67***		***$16.69***
2021	Concrete Finisher	$17.91	Plumber	$16.63
2023		***$18.42***		***$17.10***
2021	Plumber's Helper	$13.99	Painters	$15.59
2023		***$14.39***		***$16.03***
2021	Painter's Helper	$13.99	Electrician	$20.76
2023		***$14.39***		***$21.35***
2021	Electrician's Helper	$16.22	Sheet Metal HUV Duct	$20.76
2023		***$16.68***		***$21.35***
2021	Sheet Metal Helper	$16.22	Roofer	$16.22
2023		***$16.68***		***$16.68***
2021	Tile Setter	$17.91	Iron Worker	$21.12
2023		***$18.42***		***$21.72***
2021	Forklift/Bobcat Operator	$13.67	Bricklayer	$23.30
2023		***$14.06***		***$23.96***
2021	Asbestos Removal	$22.64		
2023		***$23.28***		

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POWER EQUIPMENT OPERATORS
Groups 1 thru 5

Group 1:	2021	2023
	$14.91	**$15.33**

Concrete Paving Machine , Concrete Paving Joint Sealer, Conveyor, Tractor (farm type w/attachments), Self –Propelled Broom, Concrete Routing Machine, Power Feeder Pugmill.

Group 2:	2021	2023
	$16.62	**$17.09**

Bull Dozer (80 HP or less), Front End Loader (1.25 CY or less), Truck Dump Driver, Self-Propelled Roller (except Hot Mix), Sheepsfoot/50 ton Pneumatic Roller, Pneumatic Tired Tractor or Crawler (includes water wagon and power spray units), Wagon Drill, Ari Trac, Truck type Auguer, Concrete Paving Saw.

Group 3:	2021	2023
	$17.45	**$17.94**

Asphalt Distributor, Bull Dozer (over 80 HP), Concrete Paving Finishing Machine, Backhoes/Excavators (20 Metric tons or less), Crusher (may include internal screening plant), Front End Loader over 1.25 CY, Rough Motor Grader, Self-Propelled Hot Mix Roller, Push Tractor, Euclid or Dumpster, Material Spreader.

Group 4:	2021	2023
	$19.10	**$19.64**

Asphalt Paving Machine Screed, Asphalt Paving Machine, Cranes, Derricks, Draglines, Pile-Drivers and Shovels (30-50 tons), Backhoes/Excavators (21-30 Metric Tons), Maintenance Mechanic, Scrapers.

Group 5:	2021	2023
	$21.11	**$21.71**

Asphalt Plant, Concrete Batch Plant, Backhoes/Excavators over 30 Metric Tons, Cranes, Derricks, Draglines, Pile Drivers and Shovels over 50 tons, Automatic Fine Grader, Milling Machine.

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TRUCK DRIVERS
Groups 1 & 2

Group 1:	**2021**	**2023**
	$15.13	**$15.56**

Tandem Truck without Trailer. Single Axle.

Group 2:	**2019**	**2023**
	$17.38	**$17.87**

Semi-Tractor Trailer. Tandem Truck with Pup.