

T E R O



O R D I N A N C E

(Tribal Employment Rights)

Revised on 02/22/2022

**Bois Forte Reservation Tribal Council
Tribal Employment Rights Ordinance (TERO)**

**Chapter 1
DECLARATION OF POLICY**

The Bois Forte Reservation Tribal Council believes that it is extremely important to create training and employment opportunities for Band members, and for other federally recognized Indians residing within the territory of the Bois Forte Band and to attempt to eliminate employment discrimination between Indian people. The Band finds it is necessary to provide for both the hiring of qualified Indians and the training of Indians in those jobs areas where there is not a sufficient number of qualified Indians to meet employment opportunities. A policy of Indian Preference will be implemented and adhered to in contracting and subcontracting, in accordance with this Ordinance. The legal basis for the policy of Indian Preference in employment is found in Federal law. However, 42 U.S.C. §2000e-2 (i) provides a specific exemption from the general prohibition on discrimination as follows:

Nothing contained in this subchapter (42 U.S.C. §§2000e to 2000e-17) shall apply to any business or enterprise on or near an Indian reservation with respect to any publicly announced employment practice of such business or enterprise under which a preferential treatment is given to any individual because he is an Indian living on or near a reservation.

The Indian Self-Determination and Education Assistance Act (25 U.S.C. §450 et seq.) provides, in part, that all federal contracts or subcontracts, grants or sub-grants, awarded to Indian organizations or for the benefit of Indians shall require that, to the greatest extent feasible, (1) preference and opportunities for training and employment in connection with the administration of such contracts or grants shall be given to Indians, and (2) preference in the award of such contracts or grants shall be given to Indian organizations and to Indian-owned economic enterprises 25 U.S.C. §450e (b). 25 CFR 273.45 is the federal regulation implementing the provisions of the above identified section of the Indian Self-Determination Act requiring, to the greatest extent feasible, that preference is given to Indians in employment and training, and to Indian organizations and Indian-owned economic enterprises in the award of contracts and

subcontracts. The Office of Federal Contract Compliance Program regulations provide, in 41 CFR 60-1.5(a) (b), a specific exemption in the context of Indian Preference as follows:

Work on or near Indian reservations. It shall not be a violation of the equal opportunity clause for a construction or non-construction contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation. The use of the word “near” would include all the areas where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

Contractors or sub-contractors extending such preference shall not however, discriminate among Indians on the basis of religion, sex, or tribal affiliation; and the use of such preference shall not excuse a contractor or sub-contractor from complying with the other requirements contained in this chapter.

Chapter 2

SHORT TITLE

This Ordinance shall be known as the Bois Forte Tribal Employment Rights Ordinance (BF-TERO).

Chapter 3

LEGAL AUTHORITY

The Bois Forte Band possesses the inherent sovereign authority to enact this Tribal Employment Rights Ordinance for the benefit of its members and other Indians. The Bois Forte Band also possesses the inherent sovereign authority to regulate the activities of non-members (i) who enter into consensual relationships with the Band or its members, through commercial dealing, contracts, leases, or other arrangements or (ii) whose conduct threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the Band.

Chapter 4

DEFINITION OF TERMS

- A. **BAND MEMBER** - means any person whose name appears on the official membership rolls of the Bois Forte Band.
- B. **CERTIFIED INDIAN-OWNED BUSINESS**—means any commercial, industrial or other business entity in which fifty-one (51) percent or more if the ownership is held by an Indian or Indians and fifty-one (51) percent or more of the actual day-to-day management and control is exercised by an Indian or Indians, and employs not less than 60% Indian employees, which percentages shall be certified by the TERO Commission.
- C. **COMMERCE** – means all trades, traffic, distribution, communications, transportation, provisions or services, manufacturing production, agricultural production, building maintenance, construction, banking, mining and energy resource production.
- D. **CHAIRMAN** – means the Chairman of the Bois Forte Tribal Employment Rights Ordinance (TERO) Commission.
- E. **COMMISSION** – means the Bois Forte Tribal Employment Rights Ordinance (TERO) Commission.
- F. **COMMISSIONER** – means a member of the Bois Forte Tribal Employment Rights Ordinance (TERO) Commission.
- G. **COVERED EMPLOYER** – means any employer who employs at least two (2) employees who during any thirty (30) day period, spend cumulatively, more than twenty-four (24) hours performing work within territory of the Bois Forte Band. The Federal Government and its agencies and subdivisions are not covered employers. Contractor or grantees of tribal, state or local governments who otherwise meet this definition are covered employers.
- H. **EMPLOYEE** - means any currently working employees, any applicant for employment and any employee whose work has ceased as a consequence of any current labor dispute or as

a result of unfair labor practices and who has not secured any alternative regular and substantially equivalent employment.

- I. HEARING OFFICER – means any person appointed by the Commission to conduct hearings.
- J. INDIAN - means a person who is an enrolled member of an Indian Tribe.
- K. INDIAN PREFERENCE – means any Indian who resides within the territory of the Bois Forte Band will be given preference in employment, training, contracting and sub-contracting for employment activities that occur within the territory of the Band and that Indians not residing within that territory will be given preference over non-Indians for these employment activities.
- L. INDIAN TRIBE - means any Indian Tribe, Band or group, including any Alaska Native Village or unit defined or established pursuant to the Alaska Native Claims Act (43 U.S.C. §1601 et seq.) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.
- M. NOTICE – means information concerning a fact that is expressly and actually given to the named party in a written document.
- N. PERSON – means natural persons and artificial persons, including but not limited to corporations, partnerships, joint ventures, sole proprietorships, associations, unions, trusts, trustees, and agents.
- O. TERO – means the Bois Forte Tribal Employment Rights Office.
- P. TERRITORY OF THE BAND – means all Indian country, as defined in 18 USC §1151, over which the Bois Forte Band has governmental jurisdiction, including but not limited to those areas known as the Nett Lake Reservation, the Lake Vermilion Reservation, the Deer Creek Reservation, Indian Point, and Indian allotments on the public domain, the Indian title to which has not been extinguished.

Q. TRIBAL TRUST LAND – means any real property held in trust by the United States Government on behalf of the Bois Forte Band or the Minnesota Chippewa Tribe.

Chapter 5

SCOPE OF INDIAN PREFERENCE

General Statement of Policy

1. All covered employers, for all positions involving employment within the territory of the Band, shall give preference to qualified Indians living on or near the Bois Forte Reservation in all hiring, promotion, and all other aspects of employment. “On or near the Bois Forte Reservation” shall mean on or within 100 miles of the boundaries of the Bois Forte Reservation, including the communities of Nett Lake, Vermilion, Indian Point, and Deer Creek. Such employers shall comply with this Ordinance and the orders of the TERO Commission. The requirements of this Ordinance shall not apply to any direct employment by the Federal, State or Bois Forte Tribal Council or their agencies or subdivisions, but shall apply to all persons performing work pursuant to an agreement with a governmental entity.

2. The employment preference provided for in this Ordinance shall be given according to the following priority:

1st Priority: First preference shall be given to enrolled members of Bois Forte.

2nd Priority: Second preference shall be given to Indians who are married to enrolled Band members.

3rd Priority: Third preference shall be given to other Indians.

3. Contracting and Sub-Contracting Indian Preference Required.

Every covered employer, awarding any contract or sub-contract in the amount of \$5,000 or more, for work on a project with the territory of the Band, (including but not limited to supplies, services, labor, and materials) shall give preference to certified Indian owned businesses. These requirements shall not apply to the award of contracts by the Federal, State or Bois Forte Tribal Government or their agencies or sub-divisions except to the extent that those entities adopt a policy of Indian preference in contracting.

4. Priority of Contracting and Sub-contracting Preference.

****First preference shall be given to certified Indian owned businesses.**

5. Compliance with Federal Law.

If any requirements of this Chapter are inconsistent with an applicable requirement of Federal Law or regulation the latter shall take precedence.

Chapter 6

TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) OFFICE

The TERO Commission has the authority to implement the policy of the Indian Preference in employment and contracting as established in this Ordinance.

The TERO Director shall have the specific duty and responsibility to implement the provisions of this Ordinance and any other policies established by the Commission. The TERO Director shall report to the Executive Director and the TERO Commission. References to this Ordinance shall be construed to include all guidelines, directives, policies and procedures duly adopted by the Commission.

The TERO Director shall have the following authority, duties, and responsibilities:

- A. **To attend all Pre-Bid & Bid selection meetings. The Planner and the Construction Manager will notify the TERO Director of all Pre-Bid and Bid selection meetings.**
- B. To develop and maintain a register of certified Indian owned businesses including a description of the nature of the businesses its addresses and contact information.
- C. To develop and maintain a plan for dissemination of this Ordinance and its amendments, regulations, and/or guidelines, to all covered employers and to all governmental entities letting contracts or grants for work within the territory of the Band.

- D. To negotiate with any employer to resolve on an informal voluntary basis any claims of non-compliance with the requirements set forth in this Ordinance.
- E. To inspect any and all non-privileged information set forth in the books and records maintained by any covered employer for the purpose of ensuring continued compliance thereby with the requirements of this Ordinance.
- F. To conduct on-site inspections at any time during the actual operation of business of any covered employer for the purpose of monitoring compliance with the requirements of this Ordinance, and to speak with any contractor, sub-contractor, employer or employee on-site so long as such conversation does not unreasonably interfere with the operation of the business.
- G. To review applications for Indian Preference certification (together with any and all supporting documentation), to conduct whatever investigations are deemed necessary to verify information set forth in an application and to submit to the Commission a written analysis and recommendation with respect to each application.
- H. To initiate proceedings before the Commission for the purpose of suspending or revoking Indian Preference certification.
- I. To secure additional funding from alternative resources (e.g. Federal and/or State funding sources, private and public agencies), if necessary, for the continued adequate funding of the TERO Program.
- J. To implement and maintain a hiring bank from which covered employers shall select and the Director will refer qualified Indians to fill employment positions.
- K. To establish hiring goals and timetables that set forth the number of qualified Indians a covered employer must employ within its work force, during any year, by skill area or job classification.

- L. To require covered employers to establish and maintain job training or apprenticeship programs for the purpose of assisting Indians to become qualified in the various crafts, skill areas or job classifications for the purpose of increasing the pool of Indian employment within the territory of the Band.
- M. To prohibit covered employers from instituting or using job qualification criteria and/or personnel requirements which, in effect, serve as barriers to employment of Indians, unless such criteria can be demonstrated to be required by business necessity.
- N. To negotiate agreements with labor unions for the purpose of ensuring union compliance with the requirements set forth in this Ordinance.
- O. To work with Federal, State, and Local agencies whose regulations provide for the policy of Indian Preference in employment and in contracting, for the purpose of maximizing Indian Employment.
- P. To assume the full power and authority of the TERO Commission, when emergency situations arise or under exigent circumstances, (e.g. immediate action must be taken to prevent further substantial harm resulting from a specific case of non-compliance, or when it is impossible to secure a quorum, provided, that any such action taken by the TERO Director shall be deemed temporary, pending review and determination by the TERO Commission within a period, not to exceed five (5) working days from the date of which such emergency action was taken.
- Q. To take such actions and engage in such other activities as are reasonably deemed necessary to achieve the purposes and objectives inherent in the policy of Indian Preference in employment and in contracting.

Chapter 7
BOIS FORTE RESERVATION TRIBAL EMPLOYMENT RIGHTS (TERO)
COMMISSION

The creation of the Commission and delegation of authority.

The Bois Forte Band hereby creates and delegates authority to the Bois Forte Tribal Employment Rights Commission to carry out the policies and requirements established by this Ordinance for all construction employment and contracting within the territory of the Band. The Commission shall consist of Five (5) Regular Members and Two (2) Alternates appointed by the Bois Forte RTC.

The terms of office for the TERO Commission members shall be four (4) years staggered. The Commission members shall select a Chair and Vice-Chair of the Commission. The Tribal Council may remove a Commissioner only for good cause shown after notice and hearing by the BF RTC.

As authorized by the BF RTC, the Commissioners shall be reimbursed for any reasonable and documented expenses actually incurred in connection with the performance of duties and responsibilities.

Powers granted to Commission.

The Bois Forte TERO Commission is delegated the following authority, duties and responsibilities:

- A. To establish rules governing the activities and procedures of the TERO Program.
- B. To establish a Bois Forte Tribal Prevailing Wage rate and enact regulations for requiring compliance, and look at on a 'project by project basis.'
- C. To issue rules, regulations and guidelines deemed necessary to carry out the provisions of the Ordinance.

- D. To hold formal hearings, issue notice of hearing and call for the required witnesses and documents according to the hearing procedures set forth in this Ordinance. The Commission may appoint a hearing officer if it deems it necessary in extremely complex hearings.
- E. To impose any sanctions and grant any relief as authorized by Chapter 11 of this Ordinance.
- F. To require any covered employer to take corrective action necessary to comply with the requirements set forth of this Ordinance.
- G. To take such actions and engage in such other activities as are deemed necessary, to achieve the purpose and objectives inherent in the policy of Indian Preference in employment and contracting.

Chapter 8

EMPLOYMENT RIGHTS FEE

An Employment Rights Fee to raise revenue for the operation of TERO shall be imposed as follows:

For every contract a fee of 4% of the total contract shall be assessed.

Fees must be paid prior to commencement of work, except when upon demonstration of good cause, the TERO Director agrees to other payment terms. All fees shall be deposited into the TERO Fees account for purposes of the Bois Forte TERO Program.

Chapter 9

COMPLAINT AND HEARING PROCEDURES

Any person, including covered employer, employees, contractor, sub-contractor, and the TERO Program staff, who believes that any person has failed to comply with any of the requirements of this Ordinance; or any applicant who has been denied Indian Preference certification; may file a written complaint with the TERO Director. The complaint must state in concise terms the nature of the alleged failure to comply and the personal harm suffered as a result of non-compliance.

Upon the receipt of such written complaint, the TERO Program shall provide direct written notice of the alleged non-compliance to the person against whom the allegation has been made. Within five (5) working days from the date of receipt of such notice, the person against whom the complaint has been filed and the TERO Director shall attempt to resolve the matter through negotiation. If no resolution has been reached by the end of that period, and the period has not been extended by agreement, the TERO Director shall notify the TERO Commission and request that it set a date for a hearing. The hearing shall be held within fifteen (15) days of the date of the request.

Notice of the hearing date, time and location shall be given to the complainant, the respondent, the TERO Director and other identified interested persons. Each person receiving notice of the hearing shall be advised as follows:

- A. That the hearing is for the purpose of determining the truth of the allegations of non-compliance set out in the complaint.
- B. That the complainant and respondent have the right to participate and present evidence relevant to the issues.
- C. That the complainant and respondent have the right to cross-examine the other's witnesses.
- D. That the parties may be represented by counsel at their expense.
- E. That a party may make an audio recording or stenographic recording at the party's expense.

The Chairman shall preside at the hearing and ensure that both complainant and respondent have a full and fair opportunity to present evidence and be heard with regard to issues before the Commission. The Chairman may exclude evidence only if it is plainly irrelevant or repetitious. The burden of proof is on the complainant and any fact must be proven by a preponderance of the evidence.

The Commission shall render a written decision on all matters brought to a hearing within seven (7) days of the conclusion of the hearing. The decision shall be filed with the TERO Director who shall direct a copy to each party by certified mail, return receipt requested. The order shall state the findings and conclusions of the Commission, specify or sanction ordered, if any, and prescribe the time by which the requirements of the order must be met.

In any matter before the Commission, if the Commission determines that there is a real or apparent conflict of interest involving a Commissioner, then the affected Commissioner shall be disqualified from any participation in the matter. A Commissioner may voluntarily recuse him/herself and decline to participate in any action or decision by the Commission when the Commissioner reasonably believes:

- A. That he/she cannot act fairly or without bias; or
- B. That there would be an appearance that he/she could not act fairly or without bias.

Chapter 10

APPEALS PROCEDURE

Either the complainant or the respondent may appeal an adverse decision of the Commission to the Bois Forte RTC. A written “request for BF RTC review” must be made to the TERO Director within fifteen (15) days after the date of the order being appealed.

The TERO Director will forward the “request for BF RTC review” to the Executive Director within five (5) days of the receipt of the request and the Executive Director will provide copies to all RTC members. The decision of the Commission shall be stayed pending completion of the appeal.

Within fifteen (15) days of receipt of an appeal the BF RTC may:

- (A) Refuse to review the order – it then becomes final and binding by all parties.
- (B) Review the order, agree with it and let it stand.
- (C) Review the order, disagree with it and send it back to the TERO Commission for further investigation, negotiation, and/or hearing.
- (D) Review the order, disagree with it, reverse it and issue a Final Order.

If the BF RTC decides to review an order issued by the TERO Commission, its review shall be confined to the evidence that was presented to the Commission. The BF RTC may in its discretion permit the parties to appear before it to explain their position on appeal.

The BF RTC disposition of the “Request for BF RTC review” is final and binding by all parties.

Chapter 11 SANCTIONS

The Commission may impose one or more of the following sanctions, provided that the sanction imposed or relief ordered shall be that which is most likely to ensure compliance and remedy any harm caused by an incident of non-compliance.

- A. Imposition of a monetary civil penalty of up to \$ 5,000 per day, per incident for any violation. In the case of continuing violations, the Commission shall determine whether each daily illegal act or omission will be deemed a separate violation for purposes of the assessment of a penalty.
- B. Suspension of the violator’s current privilege of conducting business within the territory of the Band for a prescribed period, provided that a violator shall be granted a reasonable period of time during which to remove its equipment and personal property located on the Bois Forte Reservation or tribal trust land and to arrange with another person for the assumption of any outstanding contractual obligations.

- C. Award of damages in an amount sufficient to compensate any individual harmed as a result of non-compliance with this Ordinance.
- D. Order the employment, promotion, or training of a person wrongfully denied the same in contravention of Indian preference.
- E. Recommend to the TERO Director the rescission of any contract or sub-contract between the Bois Forte Band or and a general contractor performing work in the Bois Forte Band and a person found to be not in compliance with this Ordinance.
- F. Order such other and further relief and/or sanctions as the TERO Commission should deem just and proper.

Chapter 12

PUBLICATION OF ORDINANCE

The obligation of all covered employers to comply with the requirements set forth in this Ordinance shall be disseminated to all covered employers doing business within the territory of the Band.

The TERO Director shall send copies of this Ordinance, and instructions for compliance to all covered employers and to all government entities intending to undertake projects at sites located within the territory of the Band.

The TERO Director shall ensure that to the extent permitted by applicable law, bid solicitations or requests for proposals issued by Federal, State and Tribal entities include a provision requiring compliance with this Ordinance.

Chapter 13

CONFIDENTIALITY AND REPORTING REQUIREMENTS

A covered employer shall submit to the TERO Office, in a timely manner, such information (including documentation) as the TERO staff may request from time to time. Requests for information must be reasonably related to ensuring compliance with this Ordinance.

Requests for records may include, but not be limited to, Indian Preference certification applications and supporting documentation, payroll records, and information relating to sub-contractors; business organic documents, resumes', and financial institution documents.

All written materials relating to any employer maintained on file in the TERO Office shall not be disclosed except for purpose of achieving compliance with this Ordinance. No person other than the TERO Director and/or members of the TERO Commission shall have any access whatsoever to any such written materials.

On-site Inspections

The TERO Director shall have the right to conduct unannounced, on-site, periodic inspections at any time during the actual operation of the business of any employer in order to monitor compliance by the employer of this Ordinance and any Order issued by the TERO Commission or BF RTC. During an on-site inspection, the inspectors shall have the right to speak with any contractor, sub-contractor, or employee working on the site so long as such conversation does not unreasonably interfere with the operation of the business. Failure of an employer or its representatives to cooperate with the inspectors shall subject the employer to the sanctions contained in Chapter 11 of this Ordinance. In addition, the inspectors shall have the right to inspect any and all records and other written materials maintained on-site by an employer applicable to establishing compliance with or violation of the Indian Preference Program. Any and all such written materials so inspected shall be used or disclosed as set forth above.

Chapter 14

COMPLIANCE PLAN

Subsequent to the effective date of this Ordinance, an employer who intends to do business within the territory of the Band shall not commence the conduct of business until the employer has consulted with the TERO Office and demonstrated to the TERO Director that the employer has a plan for compliance with this Ordinance. The Project Superintendent, foreman, and other key employees may be required to participate in an informational session regarding the TERO Ordinance and working with American Indian tribes.

Chapter 15

UNION AGREEMENT

A covered employer who intends to enter into a Collective Bargaining Agreement or a project owner who intends to enter into a Project Labor Agreement with a labor union shall ensure that such agreement includes the Indian Preference requirements set forth in this Ordinance. Any such Agreements shall be subject to the review and approval of the TERO Program to ensure that such agreements satisfy the intent of this chapter.

Chapter 16

RECOGNITION OF RELIGIOUS FREEDOM

A covered employer shall respect and make reasonable accommodations in the operation of its business for the purpose of accommodating the religious beliefs, traditions, and practices of American Indian employees and owners of Indian firms certified under this Ordinance.

Chapter 17

HARRASSMENT

No person(s), including an employer, employee, representative, or agent of an employer, contractor, sub-contractor(s), shall attempt to, or in fact, harass, intimidate or retaliate against any member of the TERO Staff or any person who files or investigates a claim of violation of this Ordinance or who is charged with ensuring compliance with this Ordinance. Should any person be deemed by the TERO staff to have violated such prohibition, the TERO staff shall direct to such

person's employer, by certified mail, a formal written warning, setting forth a full description of the nature of the alleged harassment intimidation, or retaliation(s) and a clear admonition that such conduct be discontinued.

Should the conduct continue after the warning has been issued, the TERO Program shall inform the Commission of the incidents and request that they set a date for a formal Hearing.

The Hearing shall be conducted in accordance with the rules of procedure as prescribed in Chapter 10 of this Ordinance. Should the TERO Commission determine that such employer did violate the prohibition against harassment, intimidation, or retaliation, the Commission shall impose against such employer, depending upon the degree of severity of such conduct, one or a combination of the sanctions described in Chapter 11 of this Ordinance.

Chapter 18

INDIAN PREFERENCE GUIDELINES

General Statement of Policy

A person seeking certification as an Indian-owned business must make application to the Commission and provide satisfactory proof that the person or entity meets the requirements of the Ordinance.

Joint ventures may be granted certification as an Indian-owned business entity if one party to the joint venture has been certified by the TERO Commission and that firm will be performing a substantial part of the project work within the territory of the Band.

Applications for certification will be reviewed by TERO Staff, which may request any additional information it believes necessary to determine eligibility. It will then submit the application, along with a recommendation to the Commission. The Commission shall review the application and findings and make a determination on whether the certification should be granted. The Commission may interview the principals of the firm and request additional information as may be necessary to make a reasoned determination on certification.

Obligations of Covered Employers - Compliance with Tribal Law

Covered employers shall comply with Tribal Law, this Ordinance and the rules, regulations and orders of the TERO Commission. Covered employers that violate this Ordinance or any other such rules, regulations, guidelines or orders may be subject to sanctions (Chapter 11) imposed by the Commission.

Responsibility for Compliance

A covered entity, letting the contract shall be responsible for Compliance with these regulations, by all contractors and sub-contractors. If the entity letting the contract is the United States, a State, another Tribe or the Band or an agency or sub-division thereof, the prime contractor shall be responsible for such compliance.

Effective Date & Resolution

This ordinance shall be in full force and effect as of the date of the formal approval and adoption here by the Bois Forte Reservation Tribal Council on July 20th, 2005 – Resolution#: 11-2006 at the Lake Vermilion Sector of the Bois Forte Reservation, Tower, Minnesota.

Amended by the Bois Forte Reservation Tribal Council on October 12, 2006 at the Tribal Government Office in Nett Lake, Minnesota.

Amended by the Bois Forte Reservation Tribal Council on March 4, 2009 at the Tribal Government Office in Nett Lake, Minnesota.

Amended by the Bois Forte Reservation Tribal Council on October 5, 2011 at the Tribal Government Center in Nett Lake, Minnesota.

Amended by the Bois Forte Reservation Tribal Council on August 7, 2013 at the Tribal Government Center in Nett Lake, Minnesota.

Amended by the Bois Forte Reservation Tribal Council on February 22, 2022 at the Tribal Government Center in Nett Lake, Minnesota.

AMENDMENT 10-5-11
to the
Bois Forte Tribal Employment Rights Ordinance

WHEAREAS, Chapter 18 of the Tribal Employment Rights Ordinance (TERO) provides that covered employers must comply with Tribal law and the rules, regulations and orders of the TERO Commission and that prime contractors are responsible for compliance; and

WHEREAS, the Bois Forte Reservation Tribal Council has determined that public health and safety concerns require it to take all steps reasonable and necessary to establish drug and alcohol free workplaces within the territory of the Band; and

WHEREAS, entities that enter into contracts and other consensual relationships with the Band are subject to the jurisdiction of the Band; and

NOWHEREFORE, the Bois Forte Reservation Tribal Council hereby amends the TERO by adding the following Amendment as an addendum to the Ordinance:

ADDENDUM TO TERO
Drug Free Work Place

1. Covered employers must certify to the TERO Commission that the employer has adopted and enforces a drug and alcohol testing policy that is as at least as strict as that of the Bois Forte Band.
2. Covered employers without an existing drug and alcohol testing policy must adopt a policy and may enter into an agreement with the Bois Forte Band to implement the policy, provided that any such agreement shall require the employer to reimburse the Band for all costs it incurs under the agreement.
3. Covered employers must certify to the TERO Commission that it complies with the Drugfree Workplace Act of 1988, 41 U.S.C. 701-707.

Approved by the Bois Forte Reservation Tribal Council on October 5, 2011.



Bois Forte

TRIBAL GOVERNMENT

RESOLUTION NO. 79-2022

WHEREAS, the Bois Forte Band of the Minnesota Chippewa Tribe (the “Band”) is a federally recognized Indian tribe organized under the Indian Reorganization Act of 1934 and operating under the Revised Constitution and Bylaws of the Minnesota Chippewa Tribe; and

WHEREAS, as the Band’s governing body, the Bois Forte Reservation Tribal Council (“RTC”) has the authority to enact laws to promote the general welfare of Band members and the Reservation community, including laws that promote employment and training opportunities for Band members and other tribal members residing on the Bois Forte Reservation; and

WHEREAS, the RTC has adopted the Bois Forte Reservation Tribal Council Tribal Employment Rights Ordinance (TERO Ordinance) through Resolution #11-2006, and has since amended the TERO on several occasions; and

WHEREAS, the Bois Forte TERO Commission has recommended several additional amendments to the TERO Ordinance.

NOW THEREFORE BE IT RESOLVED that the Bois Forte Reservation Tribal Council hereby approves the amendments to TERO Chapter 4, subpart P (definition of “Territory of the Band”), TERO Chapter 5, subpart 1 (defining of “on or near the Bois Forte Reservation”), and TERO Chapter 8 (increasing the TERO fee).

Certification

We do hereby certify that the foregoing resolution was duly presented and enacted upon by a vote of 4 for, 0 against, 0 abstaining, at a meeting of the Bois Forte Reservation Tribal Council, a quorum being present, held on February 2, 2022, 2022 at Nett Lake, Minnesota.

CATHY CHAVERS

Cathy Chavers
Chairwoman

David Morrison Sr

David C. Morrison, Sr.
Secretary-Treasurer