# COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

### CIVIC CENTER, SAIPAN, MARIANA ISLANDS

Volume 3 Number 5

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# Commonwealth

# Register

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# PUBLIC NOTICE

Proposed Rules and Regulations Governing the Administration of the Northern Mariana Islands Homestead Waiver Program (Public Law 2-13)

The Marianas Public Land Corporation (MPLC) hereby gives public notice that it has developed and established proposed rules and regulations that will govern the administration and implementation of the Homestead Waiver Act of 1980, Commonwealth Public Law 2-13. The rules and regulations to be promulgated are authorized pursuant to Section 5 of P. L. 2-13.

MPLC hereby advises the general public that the proposed homestead waiver rules and regulations are available at the MPLC office, at the Nauru Building, 6th Floor, Saipan, Mariana Islands. Interested persons may obtain copies of the proposed rules and regulations for review and comment in writing, addressed to the Executive Director, MPLC, P. O. Box 380, Nauru Building, 6th Floor, Saipan, CM, 96950. The offices of the Corporation open Monday through Friday, 7:30 a.m.-11:30 a.m., and 12:30 p.m.-4:30 p.m. All comments shall be in writing and submitted within forty-five (45) days of the day of this notice for consideration and review. The proposed rules and regulations shall become effective upon approval by both Houses of the Commonwealth Legislature.

Dated this 7th day of Tuli, 1981.

# MARIANAS PUBLIC LAND CORPORATION

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5 By: m i Pedro A. Tenório Executive Director

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# NOTICIA PARA I PUBLIKO

I ma propopone na areglamento yan I regulasion siha ni para uguinobietna i administrasion homestead gualo ni timan kumplidu pat timan areglao sigun i ginagagao ni lai publiko 2-13

I Marianas Public Land Corporation (MPLC) hanotitisia i publiko pot i mafatinas yan maestablesen i ma propopone na areglamento yan regulasion pot i administrasion i 1980 na Homestead Waiver Act, Commonwealth Public Law 2-13. Este na areglamento yan regulasion ni para manahuyung inautoririsa ni i seksiona 5 gi papa i Lai Publiko 2-13.

I MPLC haabibisa i publiko henerat na i ma propopone na areglamento yan regulasion i programan homestead gualo ni timan kumplidu pat timan areglao sigun i ginagagao ni Lai Publiko 2-13 gaige gi ofisinan MPLC gi mina sais bibienda gi Nauru Building, Saipan, Mariana Islands. Interesao siha na petsonas sina manmanule copian i areglamento yan regulasion ni ma propopone para uma rekunosi yan lokue ufan nahalom ideo yan opinion guato gi Executive Director, MPLC, P. O. Box 380, Nauru Building, 6th Floor, Saípan, CM, 96950. I ofisinan MPLC mabababa Lunes asta Bietnes desde 7:30-11:30 gi egaan yan 12:30-4:30 gi taloane.

Todo ideo yan opinion debe di umatugi ya umasabmiti gi halom kuarenta i sinku (45) dias desde i fechan este na noticia pot para umarekonose yan umakonsidera. I ma propopone na areglamento yan regulasion siempre uefectibo despues de ma apreba ni dos guma Commonwealth legislatibo.

Ma fecha este gi mina 744 na haane gi JULIO , 1981.

# MARIANAS PUBLIC LAND CORPORATION

Renipresenta as:

Pedro A. Tenorio

Executive Director

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# COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS MARIANAS PUBLIC LAND CORPORATION

# PROPOSED RULES AND REGULATIONS PROMULGATED PURSUANT TO THE NORTHERN MARIANA ISLANDS HOMESTEAD WAIVER ACT OF 1980 (PUBLIC LAW 2-13)

The Marianas Public Land Corporation, pursuant to its duties and responsibilities under Article XI of the Constitution and the authority given the Corporation by and through the Northern Mariana Islands Homestead Waiver Act of 1980, do hereby promulgate these rules and regulations that shall govern the implementation and administration of the Homestead Waiver Program.

1. Authority

These rules and regulations are hereby promulgated and issued by the Marianas Public Land Corporation pursuant to Section 5 of the Northern Mariana Islands Homestead Waiver Act of 1980 (Public Law 2-13).

2. Purpose

The purposes of these rules and regulations are to set forth the necessary procedures with respect to agricultural homestead waiver applications; to set out in detail the standards of eligibility; to provide for certain requirements necessary to meet the goals and objectives of the agricultural homestead waiver program; to provide for a system of issuance of notice and

hearing process for applicants whose applications have been denied, and to provide a basic format for applications and other documents and instruments necessary to administer and implement the agricultural homestead waiver program.

# 3. Standards of Eligibility

The criteria provided hereinunder shall govern the eligibility of the following classes of applicants for agricultural homestead under Public Law 2-13:

- a) An applicant must have, prior to January 9, 1978, entered upon, occupied, and improved a certain public land for agricultural purposes with any form of written authorization from the government, and has continuously and actually entered upon, occupied, and improved said public land for agricultural purposes at the effective date of the Northern Mariana Islands Homestead Waiver Act of 1980; OR an applicant must have, prior to January 9, 1978, entered upon, occupied, and improved a certain public land for agricultural purposes for a period of 15 years or more with or without any authorization from the government.
- b) An applicant must be 18 years or older at the time he/she entered upon, occupied, and improved either with or without government authorization, a certain

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public land for agricultural purposes.

- c) An applicant or his/her spouse must not own or have more than one (1) agricultural homestead.
- d) An applicant or his/her spouse must not own or have an interest in land within the Northern Mariana Islands that equals or exceeds the land area allowable at the time he/she entered upon, occupied, and improved a certain public land for agricultural purposes.

# 4. Application Procedure

- a) All applicants for waiver of agricultural homestead shall fill out an agricultural homestead waiver application form provided for by MPLC. The said form is attached hereto as Appendix "A". All applications shall be submitted no later than July 1, 1982.
- b) All applications shall be signed and acknowledged before a notary public.
- c) After submission of an application, MPLC shall review and verify the eligibility of the applicant and all essential facts set forth in the application, including but not limited to investigation of records, interviewing of applicants and witnesses, inspection of

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premises and improvements or developments, etc.

# 5. Issuance of Permit and Deed

An applicant whose application has been reviewed, verified, approved, and found to meet the agricultural homestead requirements, rules, and regulations to the satisfaction of MPLC shall be issued an agricultural homestead permit upon completion of the necessary survey work, preparation of an official survey plat, payment of Five Hundred Dollars (\$500.00) permit fee, and any cost(s) incurred by MPLC. The said form is attached hereto as Appendix "B". Upon issuance of the permit, the compliance requirements shall be immediately waived, and a deed to the applicant shall be issued and delivered to the said applicant who shall not be restricted to the ten (10) years non-transfer of freehold interest requirement provided for under Article XI, Section 5 (a) of the Constitution. The said form is attached hereto as Appendix "C".

# 6. Notice and Hearing

An applicant whose application for an agricultural homestead waiver has been received, verified, and found not eligible, shall be informed in writing, in the language the applicant is conversant with, of such decision, the reason therefore, and the right of each applicant to appear before the Hearing Committee set up

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by the Corporation to hear and determine why his/her application should not be denied. Such a hearing shall be held no later than 30 days after receipt of such notice by the applicant. If the applicant has reasons to believe that his/her application should not be denied, he/she should present his/her case before the Committee for consideration. No later than 2 weeks after the hearing, the Committee, on behalf of the Corporation, shall issue its decision. If the Committee finds that it should deny the application, a written decision to that effect shall be prepared and given to the applicant. Such a decision shall be deemed final for MPLC. The applicant has the right to be represented by a counsel of his/her choosing and to bring witnesses at the said hearing.

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# MARIANAS PUBLIC LAND CORPORATION P. O. Box 380 Saipan, CM 96950

# APPLICATION FOR WAIVER OF AGRICULTURAL HOMESTEAD REQUIREMENTS

1.	Name of Applicar	nt(s):	(LAST)	<u> </u>		(First)		 (Mi	ddle)
	(Spouse's	s Maiden Name)	(LAST)		<del></del>	(First)		(Mi	ddle)
2.	Place of Birth:	(Applicant)							
		(Spouse)							<del></del>
3.	Date of Birth:	(Applicant)					Age		
		(Spouse)					Age		
4.	Date of Marriage	:			5.				
5.	Place of Marriag	ge:						-	
6.	Home Address:							<del></del>	
7.	Mailing Address:								·····
8.	Telephone Number	r: (Home) (Work)						 	
9.	Number of depend	- dent children (u	under 18 ye	ears)					
10.	Occupation(s):	(Applicant)							
		(Spouse)			·			 	

	a series and Anna anna anna anna anna anna anna anna									
(Spouse)	41 					: آر د سینونی	: • •			
. Land Ownership Statement										
Do you or your spouse own or have an interest in agricultural land in the Commonwealth of the										
Northern Mariana Islands?				• •						، <del></del>
<ul> <li>a) What kind of interest?</li> <li>(Specify whether inheritance, co-heir to decedent's estate, co-owner, through purchase, homesteading program, etc.)</li> </ul>										
b) Where is the land located? (Describe)									·	
c) How large is the land?								ب <del>ور ورو د فرون ور</del>		
d) Who is using the land?										
. Are you or your spouse presently occupying and developing a public land for agricultural purpose?	N		• .							
a) When did you first enter, occupy and develop the land?								х <sup>ал</sup> .		
	Month			Dat	e .			Year		
b) Did you apply to homestead the land? (Attach application)										
c) When did you apply to homestead the land?									-	
	Month			Dat	e.			Year		
d) Where is the land located?		<u></u>								
e) How large is the land?										.т н

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- f) How long have you entered, occupied, and developed the land?
- g) Were you issued an agricultural homestead permit? (Attach permit)
- h) Did you pay the \$10 filing fee? (Attach receipt)
- i) Do you have any form of written authorization from the government to enter upon, occupy, and improve the land for agripurposes? (attach written authorization)
- j) Were you ever given a map by the government for that land that you have entered, occupied, and improved for agricultural purposes? (Attach map)
- k) Have you ever travelled to another island or country after you entered upon, occupied, and improved the land for agricultural purposes?
  - 1. When?
  - 2. Length of travel?
- 1) Have you ever authorized or permitted anyone (aside from your spouse or children) to enter upon, occupy, and improve the land or any portion of the said land?
- m) Who else, if any, beside you, your wife or children, is occupying or using the land?
  - 1) Length of time the above person is using the land?

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- n) What development(s) or improvement(s), if any, have you made on the land?
  - 1) In the space below, draw a simple sketch of the land and indicate what portion of the land has what development(s) or improvement(s):

1) Names of adjoining occupants to your:

North	· · · · · · · · · · · · · · · · · · ·	
South		 
East		 
West		 <u> </u>

# Certification by Applicant/Spouse

I/We,

certify that to the best of my/our knowledge, the information provided above is true, and I/we understand that by falsifying any of the answers herein for the purpose of obtaining a deed to the public land I/we was/were authorized to enter, occupy, and improve for agricultural purposes, MPLC is authorized by me/us to declare my/our application for waiver of agricultural homestead requirements null and void.

Date:	·	Appli	cant:						· · · ·
۰e:		Spous	e:				· · · · · · · · · · · · · · · · · · ·		
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# ACKNOWLEDGMENT

COMMONWEALTH OF THE		)					
NORTHERN MARIANA ISLA	) 85 ) )						
On this	day of			, 19	, b	efore me	
appeared			<u></u>				•
known to me to be the	person(s)	whose name(	s) is (are)	subscribed to	o the f	oregoing	Instrument
and acknowledged that	he/she sig	ned and del	ivered said	Instrument as	s his/h	er free a	nd voluntary
act for the purposes .	therein set	forth.			n di sun Rigeria Africa di su		
In Witness Where	of, I hereu	into set my	hand and se	al this	day	of	•

19

Notary Public

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COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS MARIANAS PUBLIC LAND CORPORATION

PERMIT TO HOMESTEAD AGRICULTURAL TRACT NO.

This Agricultural Homestead Permit is issued by the Marianas Public Land Corporation in favor of

hereinafter as "Homesteader", who is hereby authorized to continue to occupy, use, and improve the parcel of land described as per Attachment "A", referred to as the "Homestead", in accordance with the provisions of the Northern Mariana Islands Homestead Waiver Act of 1980 and the rules and regulations promulgated thereof.

In issuing this Permit, the Marianas Public Land Corporation has made the following findings:

1. That the Homesteader has, prior to January 9, 1978, continuously entered upon, occupied, and improved that parcel of land as described in Attachment "A" for agricultural purposes for a period of \_\_\_\_\_\_ years.

2. That the Homesteader does not own or have an interest in agricultural land within the Commonwealth of the Northern Mariana Islands that exceeds or equals the area or size of the above-described Homestead.

3. That the Homesteader has paid the total

amount of \$\_\_\_\_\_ for permit fee and costs of survey and map of the Homestead.

4. That the Homesteader has understood and fully agreed to pay any and all taxes, utility charges, or assessments now due or to be levied upon the Homestead.

5. That the Homesteader has fully understood and agreed to reserve to the Government of the Commonwealth of the Northern Mariana Islands, its successors and assigns, all mineral rights or such water rights as may be required, the existing roadways, rights of ways and other easements upon said Homestead. The Homesteader further agrees to reserve for the benefit of the Government of the Northern Mariana Islands, its successors and assigns from the land above described necessary rights of way for construction of utility lines, pipelines, or other conduits with necessary maintenance and access roads as may be constructed by the authority of the Government of the Northern Mariana Islands, its successors and assigns, but this reservation shall not be construed to waive any claims for injury to growing crops, damage to improvements or other injuries sustained by the Homestead as a direct result of the execution of work or exercise of the right of entry upon the abovedescribed property under this reservation.

7. That the Homesteader has satisfied the waiver

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eligibility requirements and is hereby waived from complying with the compliance requirements as mandated by law.

8. That the Homesteader is entitled to receive a Quitclaim Deed to said Homestead within 90 days from the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

1981.

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MARIANAS PUBLIC LAND CORPORATION HOMESTEADER

By:

Antonio R. Sablan Chairman Board of Directors

Northern Mariana Islands Homestead Waiver Act of 1980, the Grantor having the powers to manage and dispose of public lands under Article XI of the Constitution on behalf of the Commonwealth, now do hereby by these presents remise, release, and quitclaim forever to the Grantee, all right, title, interest, or claim of the Commonwealth in and to the following described real property situated and lying at \_\_\_\_\_\_, Northern Mariana Islands:

> Tract No. containing an area of square meters more or less as shown on the Division of Lands and Surveys Official Survey Plat Number dated \_\_\_\_\_\_\_, the description therein being incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the Grantee, his/her heirs and assigns forever, together with all fixtures and appurtenances belonging thereto, but reserving to the Commonwealth, its successors and assigns, all mineral rights or such water rights as may be required, the existing roadways, and other easements upon the premises. There is also hereby reserved for the benefit of the Commonwealth, its successors and assigns, from the premises necessary rights of way for construction of utility lines, pipelines, or other

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COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS MARIANAS PUBLIC LAND CORPORATION

# QUITCLAIM DEED FOR AGRICULTURAL HOMESTEAD TRACT

This Indenture made this \_\_\_\_\_ day of \_\_\_\_\_\_, 19\_\_\_\_, by and between the Marianas Public Land Corporation of the Commonwealth of the Northern Mariana Islands, hereinafter referred to as "GRANTOR", and \_\_\_\_\_\_\_, Northern Mariana Islands, hereinafter referred to as "GRANTEE".

## WITNESSETH THAT:

WHEREAS, Grantee has continuously entered upon, occupied, and improved a certain public land described below for agricultural purposes for a period of \_\_\_\_\_\_ years at the effective date of the Constitution of the Northern Mariana Islands, the first entry being made on

; and

WHEREAS, Grantee complied with the provisions of the homestead laws pertaining to the said agricultural tract as well as the terms and conditions of the Permit to Homestead Agricultural Tract No. \_\_\_\_\_, incorporated herein by reference.

NOW, THEREFORE, pursuant to the provisions of the

conduits with necessary maintenance and access roads as may be constructed by the authority of the Commonwealth, its successors and assigns; but this reservation shall not be construed to waive any claim for injury to growing crops, improvements, surface damage, or other injuries sustained by the Grantee, his/her heirs and assigns, as a direct result of the execution of the work or exercise of the right of entry under this reservation.

IN WITNESS WHEREOF, the Chairman of the Board of Directors of the Marianas Public Land Corporation, pursuant to the authorization of the Board, hereby enters his signature and affixes the seal of the Corporation on the day and year first above written.

# MARIANAS PUBLIC LAND CORPORATION

By:

Antonio R. Sablan Chairman Board of Directors

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# Commonwealth of the Northern Mariana Islands ECONOMIC DEVELOPMENT LOAN FUND Wakin's Bldg., Gualo Rai, Tel. 7145 & 7146 Saipan, CM 96950

Cable Abbress: Cob. 91ffl Bainan

## NOTICE

Pursuant to the authority and requirements of 17TTC2(1)(b) and the Policy and Procedure Manual of the Economic Development Loan Fund Board, notice is hereby given of the adoption and change of the Boards rules as follows:

Previous policy:

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The Boards previous policy and practice was to not accept applications for construction of commercial office buildings or for construction of residential housing units.

Adopted change in previous policy:

The Board will accept applications for construction of commercial buildings and residential houses for rental purposes, on the following conditions and limitations: (1) The amount of \$1,000,000.00 has been made available for loans under this construction policy; (2) the amount that any one borrower may obtain is limited to and may not exceed \$200,000; and (3) that this program is limited to (a) a period of one year beginning on July 1, 1981 and ending on June 30, 1982, or (b) until the available \$1,000,000.00 fund is obligated, whichever first occurs.

Mr.

Manuel A. Sablan

DATED:

Fred F. Camach Executive Director, EDLF

Chairman, Board of Directors 713181

# PUBLIC NOTICE

The Economic Development Loan Fund Board wishes to announce that loan applications for construction of commercial buildings and residential houses for rental purposes will be accepted beginning July 1, 1981, until September 30, 1981. Applications submitted under this special program after September 30, 1981 will only be considered at the sole discretion of the EDLF Board and based on the availability of funds. It is recommended that interested individuals, corporations, etc. visit the EDLF office for more information on the program.

F. Camacho, Executive Director ECONOMIC DEVELOPMENT LOAN FUND

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# NOTISIA PARA I PUBLIKO

I BOARD ECONOMIC DEVELOPMENT LOAN FUND MALAGO U ANUNCIA NA I APPLIKASION PARA MANAYAO SALAPE (DIBI) PARA UNFAN HATSA GUMA BISINIS PAT GUMA NI SINA MA ATKILA HUYONG GI PUBLIKU, PARA UMA TUTUHON MA AKSEPTA ESTE SIHA NA APPLI-KASION DISTIJULIO 1, 1981, ASTA SEPTEMBRE 30, 1981. APPLIKA-SION SIHA NI MA SATMITI DESPUES DI SEPTIEMBRE DIA 30, PARA UMA KONSIDERA NI MEMBRON I EDLF BOARD SIGUN I GUAHA NA KANTIDAN SALAPE. MA REKOMEMENDA NA TODO I ENTERESAO NA TAOTAO, KO'OPERATION, ETC. U BISISITA I OFISINAN EDLF PARA MAS INFOTMASION.

Fred F. Camacho Executive Director Economic Development Loan Fund

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# PUBLIC NOFICE

Adopted Rules Concerning Procedures For Compliance Monitoring, Complaints And Grievance, Investigations, Hearing, and Enforcement

The Director of Commerce and Labor in accordance with Public Law 1-8 and Title 49 of the Trust Territory Code, wish to announce the official adoption of the Department of Commerce and Labor Rules as contained herein.

The adopted Rules covers the following subjects:

- I. Authority
- II. Purpose
- III. Definitions
- IV. Compliance Monitoring
- V. Complaints and Grievances
- VI. Investigations
- VII. Hearings
- VIII. Enforcement
  - IX. Appeals to the Commonwealth Trial Court

Copies of the adopted Rules may be obtained from the Department of Commerce and Labor Office, 4th Floor, Nauru Building.

( JOSE C. AYUYU Acting Director Dept. of Commerce & Labor

# DEPARIMENT OF COMMERCE AND LABOR PROCEDURES FOR COMPLIANCE MONITORING, COMPLAINTS AND GRIEVANCES, INVESTIGATIONS, HEARINGS, AND ENFORCEMENT

- Authority. The Director of the Department of Commerce and Labor is 1. authorized by Public Law 1-8, Section 6, of the Commonwealth of the Northern Mariana Islands and Title 49 of the Trust Territory Code to adopt rules and regulations regarding employment and labor practices in the private sector. The following rules are issued pursuant to Title 49 TTC, the Protection of Resident Workers Act.
- Purpose. The purpose of these rules is to inform all parties of proce-II. dual requirements for compliance monitoring, complaints and grievances, investigations, hearings, and enforcement regarding the provisions of Title 49 TTC, the Protection of Resident Workers Act.
- III. Definitions.
- 3.1 "Commonwealth" means the Commonwealth of the Northern Mariana Islands;
- 3.2 "Department" means the Department of Commerce and Labor of the Commonwealth of the Northern Mariana Islands;
- 3.3 "Division" means the Division of Labor of the Department of Commerce and Labor;
- 3.4 "Chief" means the Chief of the Division of Labor or the Chief's designate;
- 3.5 "Director' means the Director of the Department of Commerce and Labor or the Director's designate;
- 3.6 "Resident worker" means any available individual who is capable of performing services or labor desired by an employer and who is a citizen or national of the Northern Mariana Islands, a citizen of the United States of America, or who has been granted permanent resident status pursuant to law:
- 3.7 "Nonresident Worker" means any available individual who is capable of performing services or labor desired by an employer and who is not a resident worker, but does not include any foreign investor;
- 3.8 "Foreign investor" means any person having a substantial financial investment, as determined by the Director, in a business operating in the Commonwealth:
- 3.9 "Available" means offering to perform services or labor for an employer at the time and place, and under the terms and conditions, designated by such employer;

- 3.10 "Employer" means any individual, partnership, association, or cooperation hiring, employing, or otherwise engaging for compensation any resident worker or nonresident worker to perform services or labor within the Commonwealth, but does not include any branch, agency, or instrumentality of the Commonwealth, or United States government; and
- 3.11 "Personal Service" means delivery of a notice to a party by handling the notice to the party, to a clerk or other person in charge of the party's office, or to a responsible adult of suitable discretion residing at the party's living place.
- IV. <u>Compliance Monitoring</u>. The Division shall monitor compliance with the laws, rules, and regulations governing Protection of Resident Workers by inspection at worksites and at housing provided to nonresident workers by their employers.
- 4.1 Inspection shall include review of worker identification certificates, review of employer records maintained according to the department's regulations, inspection of working and living conditions, and interviews with workers and employers as deemed necessary by the Division.
- 4.2 A finding of noncompliance under Part IV above shall result in a report to the Chief and to the party found in noncompliance by the Division employee responsible for the inspection. The report shall specify any findings of noncompliance, the corrective action required of the employer or employee, the date by which corrective action shall be taken, and the rights of the party found in noncompliance to appeal.
- 4.3 A party found in noncompliance shall have ten workdays from the date of postmark or personal service of the inspection report on the party to appeal. The appeal shall be made to the Chief who shall initiate an investigation. No Division employee who took part in issuing the original inspection report shall take part in the investigation, nor shall any Division employee directly under the jurisdiction or supervision of any person who participated in issuing the original inspection report, though such employees may be called to provide testimony. Investigations shall be conducted according to the provisions of Part VI below.
- 4.4 If a party found in noncompliance fails to take corrective action by the prescribed date, the Chief may extend the date for corrective action if the party shows good cause for extension or the Chief may initiate an investigation.
- V. <u>Complaints and Grievances</u>. Any person may file a complaint with the Chief that a violation of Commonwealth labor law, rules, or regulations has occurred. Any employee or group of employees may file a grievance with the Chief in matters related to unsafe working conditions, nonpayment of wages, working hours, contract termination contrary to contractual provisions, and other contractual provisions. An employer may file

a grievance with the Chief regarding a nonresident employee's failure to perform contractual obligations. Upon receipt of a signed written grievance or a sworn written complaint, the Chief shall initiate an investigation. Unsigned grievance or Unsworn complaints shall be handled at the discretion of the Chief.

- 5.1 Preference Denial. Resident workers rejected for an advertised job may file a signed written grievance with the Chief. In the event the employer applies to the Division to employ a nonresident worker in that job, the Chief shall initiate an investigation as to whether a qualified resident worker was denied preference in employment.
- 5.2 Any individual may request to become a party to a complaint or grievance at any time during an investigation or prior to any appeal. Such individual would be affected by the outcome of the complaint or grievance. Such demonstration must be in writing, but may be supported by an explanation in person. If the Director rejects the request, the rejection shall be explained in writing by the Director. The Director shall give written notification to the individual within ten weekdays of the receipt of the request as to whether or not the individual has been accepted as a party to the complaint or grievance. If the request is rejected, the notification shall state the reasons.

#### VI - INVESTIGATIONS.

Conduct of Investigations. (a) Investigation of complaints or grievance 6.1 may be conducted by site inspections, document review, and interviews with the parties to the complaint or grievance and with relevant witnesses, as the Division deems necessary. Interviews may be conducted separately or in the presence of other parties to complaint or grievance and with relevant witnesses, at the discretion of the Division. The Division may interview the parties and witnesses in the field or, upon ten days written notice, at a specified location. Failure of a party to respond to a written notice of an interview shall not prejudice the Division in considering any other information provided by or about that party, nor shall it delay the Division's ruling except where good cause is shown for failure to appear. (b) Parties to a complaint or grievance may submit written statements and documentary or material evidence to the Division during the investigation. Parties may also present oral statements to the Division. Oral statements shall be limited to a maximum of one hour for each party, with continuations allowed by the Division upon a show of good cause by the party or at the Division's discretion. The Division shall be solely responsible for conducting interviews of the parties and witnesses to a complaint or grievance, but may, at its discretion, grant a temporary adjournment of an interview to receive and consider a request from a party to the complaint or grievance or from a counselor to such party to introduce a new line of questioning felt to be relevant to the complaint or grievance.

- 6.2 Settlement. A settlement agreement may be reached between the parties to a complaint or grievance at any time during the investigation process. A record of such settlement specifying its conditions and signed by all parties shall be submitted to the Chief for review. Within ten days of receipt of the settlement agreement, the Chief shall give written notice to all parties of its acceptance or rejection, in part or in whole, specifying the reasons for rejection of any part. Acceptance of any part of the settlement shall constitute the investigation ruling of the Department on that matter.
- 6.3 Investigation Rulings. The Division shall have up to fifteen workdays from the date on which it receives a signed written grievance or sworn written complaint to issue its written ruling. The ruling shall state the names of the parties involved in the complaint or grievance, the nature of the complaint or grievance, the ruling itself, including any awards, penalties, or orders directed upon either party, the findings and reasoning leading to the ruling, and the rights of the parties to appeal. Issuance of a ruling may be delayed for good cause which the Chief shall explain in writing to both parties before the ruling is due. The ruling must be approved and signed by the Chief.

# VII. Hearings.

- 7.1 Petition for a Hearing. Petition for a hearing may be made in writing to the Director by a party aggrieved by an investigation ruling and shall be granted by the Director. The petition shall be filed no later than ten workdays from the date of postmark or personal service of the investigation ruling to the petitioner, except where good cause can be shown to have prevented timely filing
- 7.2 Notice of Hearing. The Director shall have ten workdays to notify all parties that a hearing shall be held. The notice shall specify the place and the time of the hearing, not to be sooner than ten workdays nor later than fifteen workdays from the date of postmark or personal service of the notice to the parties. The notice shall also specify the issues in question. A party to a hearing may be represented by a lawyer or any other individual such party may choose, and shall be so informed in the notice. The hearing officer may change the time or place of the hearing upon notice to all concerned.
- 7.3 Hearing Officer. The Director shall serve as hearing officer or shall appoint a person as hearing officer who is competent, impartial, and familiar with the laws, rules, and regulations relevant to the grievance. A hearing officer shall not have been a participant in making the original investigation ruling nor shall the hearing officer be under the jurisdiction or supervision of any such participant.

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- 7.4 Conduct of Hearing. Testimony of both parties shall be presented to the hearing officer in the form of documents, other material evidence, and oral testimony of the parties and of witnesses. The hearing officer may require that certain documents or materials be put into evidence. Examination and cross-examination of witnesses, including the parties to the hearing, by the parties or their representatives shall be allowed under the oversight of the hearing officer. The hearing officer may also exa-mine and cross-examine such witnesses. Final statements by both parties or their representatives shall be allowed. Oral testimony and final statements may be determinated at any time by the hearing officer where good cause for continuation cannot be shown. The order of presentation of testimony, witnesses, and final statements shall be, first, the party filing the complaint or grievance and, second, the party against whom the complaint or grievance is filed. The hearing officer may require individuals disturbing the order of the hearing to leave the hearing room, but at no time shall a party to the hearing be left without representation. Adjournment shall be at the discretion of the hearing officer. Failure by a party to appear or be represented at a hearing shall not prejudice the hearing officer in considering any other information provided by or about that party, nor shall it delay the hearing officer's ruling except where good cause is shown for failure to appear.
- 7.5 Hearing Rulings. The hearing officer shall have ten workdays from final adjournment of the hearing to issue a written ruling. The ruling shall state the names of the parties involved in the grievance, the nature of the grievance, the ruling including any awards, penalties or orders directed upon either party, the findings and reasoning leading to the ruling, and the rights of the parties to appeal.
- 7.6 Settlement. A settlement agreement may be reached between the parties to a complaint or grievance at any time during the hearing process. A record of such settlement specifying its conditions and signed by all parties shall be submitted to the Hearing Officer for review. Within ten days of receipt of the settlement agreement, the Hearing Officer shall give written notice to all parties of its acceptance or rejection, in part or in whole, specifying the reasons for rejection of any part. Acceptance of any part of the settlement shall constitute that hearing ruling of the Department on that matter.
- VIII. Enforcement. The Director or Chief may petition the Commonwealth Trial Court for enforcement of an order issued under the provisions of Title 49 of the TT Code or these procedures and for the appropriate temporary relief or restraining order. The Director or Chief shall file in the court a transcript of the records in the proceedings, including where appropriate the pleading and testimony upon which the order was entered and the findings and order of the Department or Division. Upon such filing, the court shall cause notice to be served upon the person against whom the order is directed. Thereupon the court shall have jurisdiction in the

proceeding and may grant such temporary relief or restraining order as it shall deem just and proper, or issue a decree enforcing, modifying and enforcing as so modified, or setting aside in whole or in part, the order of the Chief. In all such actions the Chief shall be represented by the Office of the Attorney General of the Commonwealth.

# IX. Appeals to the Commonwealth Trial Court.

- 9.1 A party aggrieved by a hearing ruling may appeal to the Commonwealth Trial Court.
- 9.2 The commencement of any proceedings in any court shall not operate as a stay of compliance of any provision of Title 49 or any rule, regulation or order issued thereunder.
- 9.3 All findings and rulings by the hearing officer on question of fact shall be deemed final.

# PUBLIC NOTICE

# ADOPTED REGULATIONS FOR THE PROTECTION RESIDENT WORDERS AND EMPLOYMENT OF NON-RESIDENT WORKERS

The Director of Commerce and Labor in accordance with Public Law 1-8 and Title 49 of the Trust Territory Code, wishes to announce the official adoption of the Department of Commerce and Labor Regulations as contained herein.

The adopted Regulations covers the following subjects:

Part I	-	Purpose & Authority
Part II	<u> </u>	Definitions
Part III	-	Application Process for Employing Non-Resident Workers
Part IV	-	Conditions of Employment of Nonresident Workers
Part V	<b></b> '	Termination of Nonresident Workers
Part VI	-	Living Conditions
Part VII		Record Maintenance
Part VIII	-	Penalties and Injunctions
Employer	-	Nonresident Contract of Employment

Copies of the adopted Regulations may be obtained from the Department of Commerce and Labor Office, 4th Floor, Nauru Building.

JOSE C. AYUYU Acting Director

Dept. of Commerce & Labor

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#### PART I - AUTHORITY AND PURPOSE

- 1.1 Authority. The Director of the Department of Commerce and Labor is authorized by Public Law 1-8, Section 6, of the Commonwealth of the Northern Mariana Islands and Title 49 of the Trust Territory Code to adopt rules and regulations regarding employment and labor practices in the private sector. The following regulations are pursuant to Title 49 of the Trust Territory Code, entitled the Protection of Resident Workers Act.
- 1.2 <u>Purpose</u>. The purpose of these regulations is to inform all parties of their rights, privileges, and obligations in regard to the employment of nonresident workers in the Northern Mariana Islands, to insure a balanced and stable economy in the Commonwealth, and to prevent the impairment of wages and working conditions of resident workers.
- 1.3 Basic Provisions. Employers in the private sector seeking to employ nonresident workers in the Commonwealth shall secure identification certificates (worker permits) for such workers by applying to the Division of Labor of the Department of Commerce and Labor before such workers may enter the Commonwealth. Certain conditions of employment shall be met by the employers and nonresident workers. Certain regulatory powers may be exercised by the Division of Labor, Department of Commerce and Labor.

# PART II - DEFINITIONS

- 2.1 "Commonwealth" means the Commonwealth of the Northern Mariana Islands;
- 2.2 "Department" means the Department of Commerce and Labor of the Commonwealth of the Northern Mariana Islands;
- 2.3 "Director" means the Director of the Department of Commerce and Labor or the Director's designate;
- 2.4 "Division" means the Division of Labor of the Department of Commerce and Labor;
- 2.5 "Chief" means the Chief of the Division of Labor or the Chief's designate;
- 2.6 "Resident worker" means any available individual who is capable of performing services or labor desired by an employer and who is a citizen or national of the Northern Mariana Islands, a citizen of the United States of America, or who has been granted permanent resident status pursuant to law;

- 2.7 "Nonresident worker" means any available individual who is capable of performing services or labor desired by an employer and who is not a resident worker, but does not include any foreign investor;
- 2.8 "Foreign investor" means any person having a substantial financial investment, as designated by the Director, in a business operating in the Commonwealth;
- 2.9 "Employer" means any individual, partnership, association, or corporation hiring, employing, or otherwise engaging for compensation any residing worker or nonresident worker to perform services or labor within the Commonwealth, but does not include any branch, agency, or instrumentality of the Commonwealth, or United States Government;
- 2.10 "Available" means offering to perform services or labor for an employer at the time and place, and under the terms and conditions, designated by such employer;

### PART III - PROCESS FOR EMPLOYING NONRESIDENT WORKERS

- 3.1 Local Preference. Resident workers shall be given preference in employment in the Commonwealth of the Northern Mariana Islands in any job vacancy for which such workers are qualified and available. Nonresident workers shall be employed only to supplement the labor force of available and qualified resident workers;
- 3.2 <u>Application</u>. If no qualified resident worker is available to fill an advertised job vacancy, the employer may file an application to employ a nonresident worker with the Division of Labor of the Department of Commerce and Labor.
- 3.2.1 Application for new hires shall include the following:
  - (a) Payment of application fee in the amount of Twenty Five (\$25.00) Dollars;
  - (b) An Employer Application and Agreement Form for Employing Nonresident Workers;
  - (c) A Nonresident Worker's Affidavit subtitled (Application for a Labor Certification and Entry Permit for Employment);
  - (d) A contract of employment between the employer and nonresident worker. The contract shall conform in form and substance with the standard employment contract designed and issued by the Department;
  - (e) Police Clearance certifying commission by the worker of no felony or crime involving moral turpitude;
  - (f) Certification by a former employer of two years of experience in the line of work for which the worker is being hired;

- (g) Financial Statement giving evidence of the employer's ability to pay the employee's wages and a sworn affidavit guaranteeing return transportation (to be submitted once per year).
- (h) Employee Medical Insurance)
- (i) A bond in cash or check by the Employer, as set by the Director, to be deposited by the Director at a licensed commercial bank or savings and loan association for use by the Division in covering default of payment of wages and return airfare by the Employer.
- (j) Dated copies of four consecutive weeks of help wanted advertisements for the job vacancy in a local weekly newspaper or two weeks of daily radio and television (T.V.) advertisement, as approved by the Employment Service Officer. The last advertisements must be no more than sixty days old.
  - j(1) Help wanted advertisements shall specify (a) the job,
    (b) the job location, (c) the wage (including a maximum and minimum if the wage is dependent on qualifications),
    (d) any pertinent details about job duties and required qualifications, and (e) how to contact the employer.
  - j(2) No application will be accepted unless the annual value of the wage advertised for resident workers is higher than the wage to be paid to a nonresident worker by an amount equal to the following: one-way airfare to the nonresident worker's original point of hire plus the actual dollar value of any food or housing to be provided to the nonresident worker. The minimum dollar values to be placed on food and housing provided to a nonresident worker shall be set annually by the Chief, subject to the approval of the Director. The minimum values for the first year of these regulations shall be \$50 per month for food if provided and \$50 per month for housing if provided. Exceptions for the dollar value of housing, based on rental value of specific units, may be made by the Chief upon presentation of relevant financial information by the Employer.
  - j(3) Help wanted advertisements shall require no more than 2 years experience for the position, except for supersory positions in which case a maximum of 4 years of total experience may be required. Advertisements with experience requirements at a higher level than provided in this section shall not be accepted without written justification submitted by the employer and approved and signed by the Director. The justification should be submitted before publication of the advertisement. Justifications may be approved only for positions that are highly specialized and require significant self-supervision.

- i(4) Help advertisements with language requirements other than Carolinian, Chamorro, or English shall not be accepted in applications to employ nonresident workers without a written justification submitted by the employer and approved and signed by the Employment Service Officer. A justification should be submitted before publication of the advertisement. Foreign language requirements may be approved only for positions essential to the business, where customers or foreign firms essential to the business could not otherwise be adequately communicated with, and where a sufficient number of speaker of the foreign language are not already on the business's staff. Job advertisements may offer a bonus for foreign language speakers or require applicants to accept language training.
- 3.2.2. Applications for renewals shall include:
  - (a) Payment of application fee in the amount of Ten (\$10.00) Dollars;
  - (b) Job vacancy advertisements, as for new applications;
  - (c) Employer Application and Agreement for Employing Nonresident Workers, as for new applications;
  - (d) Contract of Employment, as for new applications;
  - (e) Marianas Police Clearance:
  - (f) Worker's expiring identification certificate and entry permit;
  - (g) Financial statement, as for new application (to be submitted once per year);
  - (h) Employee Medical Insurance, as for new applications (to be submitted once per year);
  - (i) A supplemental wage and return airfare insurance fee, as set by the Director.
- 3.2.3. Applications for transfers shall include the same documents as for renewals, plus a letter from the employer who is holding the worker's contract consenting to the transfer and explaining why the employer no longer wants or needs the services of a nonresident worker in the job category in question.
- 3.2.4. Applications for renewal or transfer shall be submitted 30 days prior to expiration of the worker's identification certificate. Late applications will be subject to a fine set by the Director.
- 3.3 Application Review. Upon certification by the employment service that no qualified resident workers are available, the Division shall review

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the application to insure that all required documents are present, complete, and in compliance with all legal requirements of the Commonwealth.

- 3.3.1 When an application is not complete or in compliance with all legal requirements, the employer applicant shall be contacted to correct or take back the application.
- Issuance of Identification Certificate. The Division shall issue a 3.4 worker identification certificate for each worker whose application is approved and shall notify the Immigration Office of the issuance of the identification certificate.
- 3.4.1 The identification certificate shall be issued for a period not to exceed one year. No identification certificate shall extend beyond a period of four (4) years from the initial date of hire.
- 3.4.2 An employer whose contract with a nonresident worker is to take effect upon the worker's departure from the point of hire may have the expiration date of the worker's identification certificate extended to a date one year from the departure date. The date shall be extended by the Division upon presentation by the employer of (1) the employment contract, (2) the worker's identification certificate, and (3) the airline ticket or suitable substitute showing the worker's departure date.
- 3.4.3 In the case of renewals, the period may extend one year from the expiration of the prior identification certificate.
- 3.4.4 An identification certificate shall be returned by the employer to the Division upon its expiration. It may not be transferred. It may be cancelled by the Division for refusal by the employer or employee to comply with the labor laws, rules, or regulations of the Commonwealth. It is issued in conjunction with an entry permit from the Immigration Office for the same period. Cancellation or expiration of either the identification certificate or entry permit results in cancellation or expiration of both.
- 3.4.5 Temporary identification certificates may be issued by the Director for workers who will be in Commonwealth for 90 days or less. To acquire a temporary identification certificate, the employer must submit said employer's name and the worker's name, nationality, occupational, category, and police clearance to the Department. A single extension of a temporary identification certificate upo to 90 days may be granted by the Director upon submission of a letter from the employer justifying the extension.
- Entry into the Commonwealth. Nonresident workers may enter the Common-3.5 wealth to work only if they have a valid identification certificate, entry permit, and certificate of freedom from communicable disease executed and validated not more than thirty days preceeding the date of entry into the Commonwealth by a physician licensed to practice medicine in the country of origin.

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- 3.5.1 If a nonresident worker fails to enter the Commonwealth within Ninety days from the date of issuance of the identification certificate, the identification certificate shall be void.
- Post-entry Physical Examination. Within ten days after authorized 3.6 entry into the Commonwealth for employment, nonresident worker shall present himself or herself, together with all accompanying family members, to the Department of Public Health & Environmental Services for a physical examination. The cost of physical examinations shall be borned by the nonresident worker.

# PART IV - CONDITIONS OF EMPLOYMENT

- 4.1 Employment Restrictions. Nonresident workers shall be employed only in the job classifications and by the employers for which they have been approved by the Division.
- 4.2 Return Transportation to Point of Hire. The employer is fully responsible and shall pay all expenses for the prompt return of nonresident workers to their original point of hire upon termination of nonresident worker's employment, regardless of the reason for termination. The employer and the nonresident worker may provide in the employment contract that a portion of the worker's ages be withheld to cover transportation costs home in the event of a breach of contract by the worker or termination of employment by the worker without cause. The amount withheld shall not exceed 100% of the coach class return airfare. The stay of the nonresident worker in the Northern Mariana Islands is to result in no expense to the government.
- Possession of Identification Certificate. The nonresident worker shall 4.3 keep his/her identification certificate on his/her person at all times, provided that, just prior to worker's terminaton and departure from the Commonwealth or to the submission of an application for transfer or for extension or renewal of the identification certificate, the identification certificate shall be turned over to the employer who shall return it to the Division. Failure to have his/her identification certificate on his/her person at all times will be subject to a fine set by the Director.
- Workplace Conditions. Every employer shall furnish and use such safety 4.4 devices and safeguards and shall adopt and use such means and practices as are reasonably adequate to render safe the employment and place of employment of all the employer's employees. Employers shall not require the worker to work hours which are excessive so as to be damaging to the worker's mental or physical health. Employers shall provide an adequate supply of drinking water and sufficient and sanitory toilet facilities at the worksite or reasonable access thereto.

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- 4.5 Minimum Wage. Employers shall comply with the minimum wage law of the Commonwealth including provisions for payment for overtime. Any future increase in the Commonwealth minimum wage set by law, rule, or regulation shall apply thereafter to all nonresident workers receiving less than such minimum regardless of the expiration date of their contracts.
- 4.6 <u>Maximum Food & Housing Deductions</u>. The maximum deduction to be made from the wages of a nonresident worker for food and housing shall be set annually by the Chief, subject to the approval of the Director. The maximum deduction for the first year of these regulation shall be \$50 for food and \$50 for housing.
- 4.7 Transportation to Worksite. An employer shall provide transportation for nonresident workers from their housing site or from a convenient central meeting place to and from any job site located beyond reasonable walking distance. When such transportation is provided, it shall be equally available to resident workers.
- 4.8 <u>Minimum Age</u>. Nonresident workers shall be eighteen years of age or older, excluding entertainers applying for temporary identification certificates (Work Permits).
- PART V TERMINATION AND DEPARTURE OF NONRESIDENT WORKERS
- 5.1 Return of Identification Certificate. Just prior to a nonresident worker's termination and departure from the Commonwealth, the worker's identification certificate shall be turned over to the employer who shall return it to the Division within ten days of the worker's departure. An employer failing to secure a worker's identification certificate prior to the worker's termination and departure shall give written notice to the Division of the worker's name and identification certificate number within ten days of the worker's departure.
- 5.2 Termination for Cause.
- 5.2.1 Notice of Termination for Cause. If a nonresident workers is terminated by a employer for cause before the end of the worker's contract, the employer shall give written notice to the worker and to the Division at least ten (10) days prior to the worker's expected departure from the Commonwealth. The notice shall state the name and identification certificate number of the worker, the reasons for termination and the expected date of departure from the Commonwealth. The worker's identification certificate shall be attached to the notice to the Division. The worker may choose to accept termination and to depart immediately, subject to any legal action taken against such worker.
- 5.2.2 Review of Termination Notice. Upon receipt of a written termination notice, the Chief shall immediately review the reasons for termination. If the Chief finds that there is a question as to whether the employer has complied with relevant contractual provisions in terminating the worker or if the terminated worker files a grievance with the Division

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regarding the termination, the Chief shall immediately initiate an investigation.

- 5.2.3 Departure After Termination. If the Chief finds that the employer has complied with relevant contractual provisions in terminating the worker, the worker shall leave the Commonwealth on the date designated by the Chief.
- 5.2.4 Withholding Wages After Notice of Termination for Cause. Pending the decision of the Chief, wages may be withheld by the employer after notice of terminaton for cause. Shelter and food shall be provided during the ten days waiting period if wages are withheld or if shelter and food had been provided by contract. A living allowance to be set annually by the Division of Labor may be provided in lieu of food and shelter.
- 5.2.5 Retroactive Payment of Wages. (a) Where an investigation ruling finds that an employer has not complied with relevant contractual provisions in terminating a nonresident worker, the employer shall be required to pay all regular wages that would have accured to the employee from the date of the termination notice to the date of the ruling and to comply with any other sanction ordered by the Chief. (b) Where an investigation ruling finds that an employer has complied with relevant contractual provisions in terminating a nonresident worker, the employer shall not be required to pay any wages to the employee from the date of the termination notice.
- 5.3 Nothing in this section shall constrain the nonresident worker from departing the Commonwealth anytime at his/her own expense or as provided by contractual agreement, except in the case of legal action against such worker.
- Re-entry After Early Termination. Nonresident workers sent home for 5.4 violating or prematurely terminating their contractual agreement without cause shall not be allowed to return to work in the Commonwealth for a minimum of one (1) year.

### PART VI - LIVING CONDITIONS

An employer shall be responsible for meeting the following conditions where the employer provides housing to nonresident workers, where the employer controls the occupancy of the housing, and where the workers use the facilities of the housing in common.

#### 6.1 Site of Housing

6.1.1 Grounds around worker housing shall be adquately drained to prevent flooding, collecton of waste water, and mosquito breeding,

- 6.1.2 Grounds around worker housing shall be maintained in a clean and sanitary condition according to neighborhood standards, free of rubbish, debris, waste paper, garbage, and other refuse. Occupants of worker housing are responsible for assisting in this responsibility to the degree that they generate such refuse.
- 6.1.3 Whenever worker housing is closed between projects or on a permanent basis, the employer shall insure that all garbage, waste and other refuse that would cause a nuisance is collected and disposed of and that the grounds and housing are left in clean and sanitary condition. All abandoned outhouse pits shall be filled with earth. Remaining outhouses shall be locked or otherwise secured to prevent unauthorized entrance.

# 6.2 Shelter.

- 6.2.1 Worker housing shall be constructed in a manner which will provide protection against the elements, including wind, rain and flood, fire, and landslides.
- 6.2.2 Each room for sleeping purposes shall contain at least 50 square feet of floor space for each occupant. At least a 7-foot ceiling shall be provided.
- 6.2.3 Separate bedding, which may include bunks, shall be provided for each occupant:
  - (a) Spacing of single bedding shall not be closer than 36" both sideto-side and end-to-end.
  - (b) Elevation of single bedding shall be at least 12" from the floor.
- 6.2.4 Where workers cook, live, and sleep in a single room, a minimum of 100 quare feet per person shall be provided.
- 6.2.5 Natural ventilation consisting of openable windows shall be provided, the area of which shall not be less than 1/4 the floor area of the living quarters.

In lieu of natural ventilation, mechanical ventilation may be provided. Mechanical ventilation shall provide at least 15 cubic feet of fresh air per person per minute.

- 6.2.6 All exterior openings shall be screened with at least 16-mesh per inch material.
- 6.2.7 Each room in the housing shall be provided with adequate lighting, including artificial lighting at night appropriate for customary leisure activities.

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6.3 An adequate and convenient water supply shall be provided for drinking, cooking, beathing, and laundry purposes.

# 6.4 Toilet Facilities.

- 6.4.1 The number of sit down toilets to be provided shall be no less than one per fifteen persons. Where there are 10 or more persons of different sex using the toilet facility, separate toilet facilities, appropriately identified, shall be provided for each sex.
- 6.4.2 Toilet facilities shall be located within 200 feet of the sleeping quarters. No toilet facility shall be located in a room used for other than toilet purposes. No outhouse pit shall be within 100 feet of any sleeping room, eating area, or kitchen.
- 6.4.3 Natural ventilation consisting of openable windows or other openings shall be provided, the area of which shall not be less than 1/10 of the floor area of the toilet facility. In lieu of natural ventilation, mechanical ventilation capable of exhausting at least 2 cubic feet per minute per foot of floor area may be provided.
- 6.4.4 All outside openings shall be screened with at least 16-mesh material.
- 6.4.5 Toilet facilities shall be of sanitary and easily cleanable construction and shall be maintained in sanitary condition by the individuals using the facilities or else by the employer.
- 6.4.6 Toilet facilities shall have adequate lighting, including safe artificial lighting at night.
- 6.4.7 An adequate supply of toilet paper in housing for more than four persons shall be assured by the employer.
- 6.4.8 Access to toilet facilities shall not intrude upon private sleeping quarters.
- 6.5 Laundry, Handwashing and Bathing Facilities.
- 6.5.1 Sanitary laundry, handwashing, and bathing facilities shall be provided in the following ratio:
  - (a) One laundry tray or tub for every thirty or less persons or an equivalent laundry alternative.
  - (b) One handwash basin per family or per six or less person.
  - (c) One shower head for every ten or less persons.
  - (d) One slop sink in each building used for laundry, handwashing, and bathing.

- 6.5.2 Facilities shall be of sanitary and easily cleanable construction and shall be maintained in sanitary condition by the individuals using the facilities, or else by the employer. Floors shall be of a smooth, but not slippery surface.
- 6.6 Sewage and Refuse Disposal.
- 6.6.1 Where public sewers are available, all sewer lines and floor and sink drains from toilet, laundry, handwashing, bathing, or kitchen facilities shall be connected thereto.
- 6.6.2 Garbage shall be stored in disposable or cleanable containers that are secure from flies, rodents, other vermin, and water. Containers shall be kept clean. Containers shall be emptied not less than twice a week.
- 6.7 Food Storage, Kitchen, and Eating Facilities.
- 6.7.1 Food or cooking facilities are to be provided wherever workers are provided common living quarters.
- 6.7.2 Cooking facilities shall be in an enclosed and screened shelter.
- 6.7.3 Where workers prepare their own food the ratio of cooking burners shall not be less than four burners to 10 persons or four burners to two familities, and in no case less than two burners.
- 6.7.4 Food shall be stored safe from contamination by water, dirt, poisonous substances, rats, flies, or other vermin.
- 6.7.5 Refrigeration facilities shall be provided for storage of perishable food.
- 6.7.6 No person with a communicable disease shall be employed in the preparation or serving of meals.
- 6.7.7 Facilities shall be adequate for insuring sanitary maintenance of eating and cooking utensils.
- 6.7.8 There shall be no direct openings from dormitory-type sleeping rooms into a room where meals are prepared.
- 6.8 Health Measures.
- 6.8.1 Adequate first aid supplies shall be available at the living site for the emergency treatment of injured persons.
- 6.8.2 The employer shall report to the Department of Health Services the name and address of any nonresident worker known to have or suspected of having a communicable disease.

6.8.3 The employer shall report to the Department of Health Services any case of food poisoning or unusual prevalence of any illness in which fever, diarrhea, sore throat, vomitting or jaundice is a prominent sympton.

#### PART VII - RECORD MAINTENANCE

- 7.1 Employers shall keep the following records for presentation upon demand by the Division;
- 7.1.1 The name, address, age, legal residence, citizenship, point of hire, entry permit expiration date, job classification, and wage rate of each nonresident employee:
- 7.1.2 Payroll showing the number of hours worked each week, the compensation earned, and deductions made for each nonresident employee;
- 7.1.3 The number of employment related accidents involving nonresident workers, the name of any injured worker, the type of injuries, the treatment, the outcome of treatment, the worker's subsequent employment status, and the amount of time lost from work.
- 7.1.4 The number of illnesses of nonresident workers, the names of such workers, the types of illnesses, the treatment, the outcome of treatment, the worker's subsequent employment status, the amount of time lost from work, and whether hospitalization was required.
- 7.1.5 A copy of the nonresident workers agreement authorizing the hiring of the nonresident worker in question.

### PART VIII - EXEMPTION

8.1 Any person having a substantial investment, as determined by the Director, in a business operating in the Commonwealth is exempted from these rules and regulations.

## PART IX - PENALTIES AND INJUCTIONS

9.1 Penalties. Whenever, after investigation or hearing, the Division or the Department finds that an employer or employee has violated Commonwealth law, rules, or regulations, or applicable contractual obligations, the Chief or Director may order any appropriate sanction including cancellation of identification certificate, refusal to enter into further non-resident employment agreements with the employer for a stated period, transfer of any involved nonresident worker to another employer with the consent of such worker and such other employer, or assessment of civil penalties in accordance with the law.

9.2 <u>Injunctions</u>. In addition to any of the other penalties prescribed by law, the Attorney General may bring action in the Commonwealth Trial Court to enjoin violations of the provision of Labor Law, rules, and regulations of the Commonwealth.

# EMPLOYER - NONRESIDENT WORKER CONTRACT OF EMPLOYMENT

In this contra	ct,,		of
and agree and contract	to the following terms o	f employment to be	Employee, mutually carried out at the
following location:	to the forfouring terms to		, subject to the
	gulations of the Commonwe	ealth of the North	ern Mariana Islands,
known hereinafter a	s the Commonwealth.		
following job class required to instruc Employee to any sup	yee shall work exclusive ification: t indigenous workers, wh ervisory classification. n those duties customari ommonwealth.	ich assignment sha The Employee sha	The Employee may be 11 not entitle the 11 perform at the
2. The duration of the contract, subject to the availability of work and the expiration date of the work permit issued by the Department of Commerce & Labor of the Commonwealth, shall be, commencing on			
a na man an a		- <u></u>	
3. A wage of	\$per	shall be paid	at
3. A wage of \$pershall be paid at intervals. If the Employee is covered by the Common- wealth Minimum Wage Act, compensation shall be paid at time and a half this wage			
rate on an hourly basis for any hours worked in excess of 40 per week, provided			
that the overtime h	ours have been assigned o	or approved by the	Employer.
4. The Employer shall provide the Employee with the services and benefits checked below at the specified charge to be deducted from wages:			
(a)	Housing at a deduction of	of \$per mor	nth.
(b)	One/Two/Three meals per per		n of \$
(c)	Transportation from the	point of origin to	the point of
	employment at a deduction		
	not to exceed a total of	f	
(d)	Transportation from the origin at no charge, as		
	Commerce & Labor of the	Commonwealth, exce	ept in the event
	of a breach of contract		
	Section 5 of this contra breach, \$	shall be withheld	
	from the Employee's wage	es, not to exceed a	total of \$
		imbursed in full to	
	with full interest at the	re compretion of th	HS CONTRACT OF

its extensions. Any wages due at time that the Employee breaks this contract without cause may be withheld and applied to the cost of return transportation. The total of all withheld wages is not to exceed percent of the total cost of return transportation. In any event, the cost of transportating the Employee's personal effects exceeding the weight allowance of the transportation carrier involved shall be borne by the Employee.

A medical discharge and free return transportation to the point of origin should the health of the Employee become so impaired through no fault of the Employee's during employment under this contract as to justify termination of the contract based upon examination and written opinion of a qualified medical officer. However, any pre-existing ailment or disability which was not disclosed prior to entering this contract shall not constitute the basis for a medical discharge.

Payment of the identification certificate fee, as required by the Department of Commerce & Labor of the Commonwealth.

Payment of costs relative to the following documents required for entry into the Commonwealth:

Emergency medical and dental treatment for any injury or illness arising out of and in the course of work under this contract. The Employee agrees that in the event of his/her complete mental or physical incapacity, the Employer may authorize appropriate medical treatment as may be recommended by a qualified medical officer.

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Workmen's Compnesation insurance benefits within the limits of the Workmen's Compensation Law of the Employee's country of citizenship or of whichever the Employee chooses. The Employee agrees that, without signed receipts, any wage payment made to him or her for a period during which he/she entitled to Workmen's Compensation benefits by reason of temporary disability shall be deemed an advance payment of the compensation insurance benefits due him/her, but only to the extent of benefits due for the period of disability during which wages are paid. Any wage payment made by the Employer in excess of insurance benefits shall be returned to the Employer immediately.

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Workmen's Compensation insurance benefits within the limits of the Workmen's Compensation Law of the Employee's country of citizenship or of \_\_\_\_\_, whichever the Employee chooses. The Employee agrees that, without signed receipts, any wage payment made to him or her for a period during which he/she is entitled to Workmen's Compensation benefits by reason of temporary disability shall be deemed an advance payment of the compensation insurance benefits due him/her, but only to the extent of benefits due for the period of stability during which wages are paid. Any wage payment made by the Employer in excess of insurance benefits shall be returned to the Employer immediately.

- Group life, health, and accident insurance covering non-occupational injury or illness, if the Employee chooses to participate at a deduction of
- The following number of vacation days per year: During which regular wages will be paid unless otherwise indicated as follows:
- The following number of sick days per year: During which regular wages will be paid unless otherwise indicated as follows:
- Emergency leave without pay in the event of a death or serious emergency of the Employee's next-of-kin or immediate family.
- In the case of an emergency, serious accident, or death of the Employee, the Employer shall notify the Employee's next-of-kin, whose name and address are:

In case of death of the Employee during the term of this contract, and in the event the next-of-kin so desires, the Employer shall arrange and pay the cost of embalming and transporting the Employee's remains and personal effects to the above address or, if not possible under the prevailing conditions, the proper disposition thereof upon previous arrangement with the Employee's nextof-kin.

5. The Employer may terminate employment of the Employee with ten days ten days prior written notice to the Employee and to the Department of Commerce & Labor of the Commonwealth for the following causes, subject to appeal by the Employee to the Department:

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- Serious misconduct or willful disobedience by the Employee of a. the reasonable orders and rules issued by the Employer that are within the Employer's rightful authority under this contract.
- Gross and habitual neglect or careless performance by the b. Employee of his assigned duties.
- с. Fraud and willful breach by the Employee of the trust placed in him/her by the Employer.
- Habitual intoxication, possession of any type of firearm, drug d. addiction or violation of any law of the Commonwealth that would subject the Employee to deportation from the Commonwealth.
- Engaging in any type of commercial transaction, such as selling e. of services, foodstuffs, goods or merchandise, for personal gain and apart from the Employee's duties under this contract.
- f. Unauthorized gambling in or in the vicinity of any group living area to which the Employee is assigned to live.
- Bringing unauthorized companions in or in the vicinity of any q. group living area to which the Employee is assigned to live.
- Breach of any term of this contract, including agreement to h. work the full duration of the contract, without cause.
- Failure to make reasonable effort to work and live in harmony 1. with co-workers.
- Failure to comply with reasonable standards of cleanliness. j.
- Incompetence or misrepresentation of the skills or physical or k. mental ability required to satisfactorily perform the duties for which the Employee was hired.
- 1. Other:
- 6. The Employer may terminate employment of the Employee at any time by giving the Employee \_\_\_\_\_ days written notice or wages for an equiva-. lent period.
- 7. The Employee may terminate employment with the Employer without forfeiting any earned wages or the right to free return transportation to the point of origin if he/she is found by the Division of Labor of the Commonwealth to have a serious, legitimate and unredressable grievance against the Employer. Any grievance which the Employee

has addressed to the Employer without satisfaction may be submitted to the Division of Labor of the Commonwealth.

- The Employee may terminate employment with the Employer at any time 8. by giving the Employer \_\_\_\_\_ days written notice. By giving such notice the Employee shall forfeit any wages due at that time and in the future up to percent of the cost of return transportation to the point of origin.
- The Employer shall remit any allotments of the Employee's wages which the Employee specifies back to the Employee's and beneficia-9. ries. Remittances shall be made through a duly authorized bank.

ADDITIONAL PROVISIONS;

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