COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS SAIPAN, MARIANA ISLANDS

VOLUME 10 NUMBER 2 Page 5436 - 5473



FEBRUARY 15, 1988

commonwealth

register

Published monthly by the Registrar of Corporations Office of the Attorney General

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COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS OFFICE OF THE CIVIL SERVICE COMMISSION P.O. BOX 150, CHRB SAIPAN, CM 96950

Phone: 6925/7327

PUBLIC NOTICE

ADOPTION OF AMENDMENTS TO THE PERSONNEL SERVICE SYSTEM RULES AND REGULATIONS MANUAL FOR THE EXECUTIVE BRANCH AS PUBLISHED IN THE COMMONWEALTH REGISTER, VOLUME 9, NUMBER 11.

The Northern Mariana Islands Civil Service Commission, pursuant to Northern Marianas Constitutional Amendment No. 41, and in accordance with the provisions of 1 CMC \$9104(a) and \$2153(f), hereby gives notice to the public of its intention to adopt amendments to the Personnel Service System Rules and Regulations manual for the Executive Branch. Final adoption of the amendment manual will be based on receipt and incorporation of public comment.

The text of the amendments to be adopted is as published in the December 15, 1987 Commonwealth Register, Volume 9, Number 11, pages 5294 through 5413.

Dated this 21 day of January

, 1988.

SUBMITTED BY:

JESUS P. MAFNAS

PERSONNEL OFFICER CIVIL SERVICE COMMISSION

GONŽALO Q. SANTOS CHAIRMAN CIVIL SERVICE COMMISSION

APPROVED BY :

COMMONWEALTH REGISTER VOLUME 10 NO. 2

FEBRUARY 15, 1988 PAGE 5436



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS OFFICE OF THE CIVIL SERVICE COMMISSION P.O. BOX 150, CHRB SAIPAN, CM 96950

Phone: 6925/7327

NOTISIAN PUBLIKO

POT MAADAPTAN I AMENDASION I AGREGLO YAN REGULASION SETBISION EMPLEAO PARA I EKSEGATIBO NA RAMAS GOVIETNAMENTO NA MA PUBLIKA GI COMMONWEALTH REGISTER, VOLUME 9, NUMBER 11.

I Komision i setbision sibit i sankatan siha na Islan Marianas segun i ginagagau nui amendasion i Konstituasion Numero 41 yan i propio yan tineteka na patte gi kodikun Marianas, hananae i publiko notisia pot i intension adaptasion i amendasion i areglo yan regulasion sisteman sitbision empleao para i eksegatibo na gobietnamento. I uttimo na adaptasion i amendasion para uma konsige baho nirisibe yan ninahalom sinagan publiko.

I tinige pot i amendasion ni para umaadapta mapublika gi Commonwealth Register, Volume 9, Number 11, pahina 5294 asta 5413, gi dia de Inero, 1987.

Mafecha guine na haane 21 gi Inero , 1988.

SINATMITE AS:

JESUS P. MAFRAS PERSONNEL OFFICER CIVIL SERVICE COMMISSION

ma

GONZALO Q. SANTOS CHAIRMAN CIVIL SERVICE COMMISSION

INAPRUEBA AS:



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS DEPARTMENT OF COMMERCE AND LABOR SAIPAN, MARIANA ISLANDS 96950

TEL. 322-8711/5

PUBLIC NOTICE

PROPOSED NONRESIDENT WORKERS RULES AND REGULATIONS

The Director of Commerce and Labor, in accordance with Public Law Nos. 1-8 and 3-66, as amended, is hereby proposing to promulgate the Nonresident Workers Rules and Regulations to set forth procedures and requirements regarding referral and placement of resident workers; initial and renewal applications for the hiring of nonresident workers; to provide for a system of filing of complaints and petitions for hearing and appeal, and the issuance of notices; and to provide for a basic format for applications and other documents and instruments necessary to implement the Nonresident Workers Act.

A copy of the proposed rules and regulations may be obtained from the Registrar of Corporations, Office of the Attorney General, 2nd Floor, Administration Building, Capitol Hill, Saipan, MP 96950, or the same may be reviewed at the Office of the Director, Department of Commerce and Labor, First Floor, Administration Building, Capitol Hill, Saipan, MP 96950.

The Office of the Director of Commerce and Labor is soliciting views, opinions, fact and data for or against the proposed rules and regulations from the general public.

Anyone interested in commenting on the proposed rules and regulations may do so by submitting written comments to the Director of Commerce and Labor, Commonwealth of the Northern Mariana Islands, First Floor, Administration Building, Capitol Hill, Saipan, MP 96950 within thirty (30) days from the date this notice is published in the Commonwealth Register.

DCL-PN-001-88 February 5, 1988

QUIN S. TORRES

Acting Director of Commerce and Labor



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS DEPARTMENT OF COMMERCE AND LABOR SAIPAN, MARIANA ISLANDS 96950

TEL. 322-8711/5

NUTISIAN PUPBLIKU

I MANMAPRUPOPONI NA AREKLAMENTO YAN REGULASION I TI MANRESIDENTE SIHA NA HOTNALERU

I Direcktot i Commerce and Labor, sigun gi Lain Pupbliku Numiru 1-8 yan 3-66, nima amenda, entre este na nutisia ha prupoponi para u na'efektibu i Areklamento yan Regulasion i Ti Manresidente siha na Hotnaleru put para u mafotma areklo yan kondision put manriferi yan manmo'lon residente siha na hotnaleru; i finene'na yan runueba applikasion para manemplehan i ti manresidente siha na hotnaleru; para u na'guahayi sistema put muna'halom keha yan pitision siha para inekungok yan apelasion, yan mana'en nutisia siha; yan para un na'guahayi aplikasion yan ottro dokumento yan instrumento siha ni manisisario para u ma'emplimenta i Akton i Ti Manresidente siha na Hotnaleru.

I kopian i manmaprupoponi siha na areklamento yan regulasion sina manmachule' ginen i Registrar of Corporations gi ufisinan i Attorney General, gi mina'dos na bibienda gi Administration Building, Capitol Hill, Saipan, MP 96950, osino i mismo kopia sina mali'e gi Ufisinan i Direktot i Depattamenton Commerce and Labor gi mina'uno na bibienda gi Administration Building, Capitol Hill, Saipan, MP 96950.

I Ufisinan i Direktot i commerce and Labor ha solisisita upinion, fakto yan enfotmasion siha put fabot pat kontra para i manmaprupoponi siha na areklamento yan regulasion ginen i pupbliku hinerat.

Todu ayu siha i manenteresao mana'halom upinion put i manmaprupoponi siha na areklamento yan regulasion sina manmangge' guato gi Direktot i Commerce and Labor, Commonwealth of the Northern Mariana Islands, gi mina'uno bibienda gi Administration Building, Capitol Hill, Saipan, MP 96950, gi halom trenta dias desde i fecha ni mapupblika este na nutisia gi halom i Commonwealth Register.

DCL-PN-001-88 February 5, 1988

ektot/i Commerce and Labor

NONRESIDENT WORKERS RULES AND REGULATIONS

SECTION I. AUTHORITY AND PURPOSE.

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- A. <u>Authority</u>. The Department of Commerce and Labor, pursuant to its powers, duties, and authorities under Public Law Nos. 1-8 and 3-66, as amended, does hereby promulgate and issue these rules and regulations that shall govern the hiring of nonresident workers in the Commonwealth of the Northern Mariana islands, and the implementation of the Nonresident Workers Act.
- B. <u>Purpose</u>. The purposes of these rules and regulations are to set forth the necessary procedures and requirements regarding initial and renewal applications for the hiring of nonresident workers; referral and job placement; to provide for a system of filing of complaints and petition for hearing or appeal, and the issuance of notices; and to provide for a basic format for applications and other documents and instruments necessary to implement and administer the Nonresident Workers Act.
- SECTION II. <u>APPLICATION PROCEDURES</u>. Permission to hire nonresident workers in the CNMI may be granted by the Chief of Labor, or the Director's duly authorized designee, upon compliance with the provisions of Public Law 3-66, as amended, these rules, and the submission of the following documents and information:
 - A. Pre-application Procedures.
 - 1. Preference to Resident Workers
 - a. Every employer shall give preference in employment to resident workers in any job vacancy for which such workers are available.
 - b. A resident worker shall be determined by the Chief of Labor or his designee to be available and qualified for the job vacancy if the worker, by education, training, experience, or a combination thereof, can perform the duties involved, and is willing to accept the job offer. A high school certificate or diploma offered in support of a resident worker application shall be prima facie evidence that he or she is qualified for any supervisory or nonsupervisory position. Any determination by the employer to the contrary must be CURED by the institution of an on-the-job training which shall be funded in whole by the

employer as part of its social responsibility. On-the-job training must be designed to provide knowledge or skills essential to the full and satisfactory performance of the duties and responsibilities of the job. On-the-job training and reasonable efforts to recruit resident workers shall be a continuing responsibility of the employer for as long as the employer has nonresident workers on its payroll.

- c. A Job Vacancy Announcement submitted for approval by the Chief of Labor or his designee shall not contain requirements or conditions or wage rates which would preclude consideration of resident workers or which would otherwise prevent their recruitment. A wage rate set by an employer that is below the prevailing wage for the industry would adversely affect the wages of similarly employed resident workers in the Commonwealth in a particular industry, and such Job Vacancy Announcement shall be rejected.
- 2. Referrals
 - a. <u>First Referral</u>. If an employer on its own initiative is unable to locate a sufficient number of resident workers to fill job vacancies, the employer shall report such vacancies in DOL Form 88-001 to the Chief or his designee. Upon receipt of DOL Form 86-001, the Chief shall, within five (5) working days, send applications of resident workers registered with the Division of Labor (DOL Form 88-002). The employer shall have ten (10) working days to act on all such referrals and shall notify the Chief or his designee in writing within that period of actions taken on the referrals.

If the Chief is unable to refer a sufficient number of resident workers, he may authorize or cause the existence of such vacancies to be publicized for a period of thirty (30) days through advertisement in general а newspaper of circulation the in Commonwealth, broadcasting in local radio or television and posting of such vacancies in at least three public places in the Commonwealth.

b. <u>Second Referral</u>. The Chief shall initiate or cause to be sent a second referral letter to the employer within five (5) working days after the expiration of the vacancy announcement, listing the names of all resident workers who responded to the job vacancy announcement and the employer shall report to the Chief on all such referrals within ten (10) working days.

- Conferences. Every employer shall be given с. an opportunity to explain in writing or to discuss in detail with the Chief or his designee matters of concern or disagreement with respect to the referrals made by the Chief. An employer's failure to avail itself of the provision of this subsection within ten (10) working days of each referral shall be deemed conclusive as to the employer's acceptance of a resident worker's qualification and fitness for the job vacancies announced or that the employer does not desire to fill the vacancy. In any such event, the Chief or his designee shall not accept or consider any application by the employer hire, to employ, or otherwise engaged for compensation any nonresident worker to perform services or labor in the Commonwealth for a period of six (6) months from the date of expiration of the Job Vacancy Announcements made under this Article for the same or similar job classification.
- B. Initial Application.
 - 1. <u>Required Documents</u>. Upon a finding by the Chief or his designee that resident workers are not available to fill a job vacancy, an employer may file an application to employ a nonresident worker by submitting to the Division of Labor the following:
 - a. DOL FORM 88-001 and dated copies of four consecutive weeks of help wanted ads for the job vacancy in a local weekly newspaper and a radio/TV certification. The last ad must be no more than sixty (60) days old.
 - b. DOL FORM 88-003.
 - c. DOL FORM 88-004.
 - 2. <u>Review of Employer's Agreement</u>. The Chief or his designee shall review and take appropriate action on the agreement (DOL FORM 88-004) within ten (10) working days of its receipt.
 - 3. <u>Submission, Review of Other Required Documents</u>. Upon approval of DOL FORM 88-004, the employer shall submit:
 - a. DOL FORM 88-005.
 - b. DOL FORM 88-006.
 - c. Statement of Compliance with 3 CMC 4436(a).

- d. Statement of Compliance with 3 CMC 4443(g), if applicable.
- e. Proof of availability of work or project covering a minimum period of six (6) months.
- f. Living quarters or housing inspection clearance issued by the Department of Public Health & Environmental Services, Department of Public Safety, and Department of Commerce and Labor.
- g. Payment of a nonrefundable application fee.
- 4. Action by the Chief or his Designee. The Chief or his designee shall have thirty (30) calendar days to approve, reject, or modify the Nonresident Worker's Application for a labor identification certificate and employment contract. A notice of deficiency or any notice modifying the employment contract shall correspondingly extend the period in which the Chief or his designee must take action.
- 5. Bond. After receiving notice from the Chief or his designee that the application for a labor certificate and the employment contract have been approved, the employer shall deliver within thirty (30) days to the Chief or his designee a bond (bank guaranty, cash, or surety) for his determination as to acceptability. The minimum amount of the bond shall be equivalent to the employee's one month pay, the cost of airline transportation to the point of hire as specified in the employment contract, and \$2,500.00 for medical expenses. The bond may be subscribed in either form or combination thereof and from one or more sources and shall be for the duration of the labor identification certificate.
- 6. <u>Issuance of Certificate</u>. Upon certification by the Chief or his designee that the bond is acceptable, the Director or the Deputy Director shall issue a labor identification certificate and forward the certificate to the CNMI Office of Immigration within two (2) working days. The Chief or the Assistant Chief shall issue the certificates in the absence of the Deputy Director.
- C. Renewal of Labor Certificates.
 - 1. Procedures and Requirement
 - a. Payment of application fee

b. DOL Form 88-007

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- c. Labor Identification Certificate (work permit) and Entry Permit
- D. Other Provisions and Requirement.
 - 1. When an application is not complete or in compliance with all legal requirements, the employer applicant shall be contacted by phone or notified in writing to correct the deficiency. Failure to correct within the time prescribed in the notice shall be a basis for denial of the application.
 - 2. The identification certificate shall be issued for a period not to exceed one year.
 - 3. 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 date of arrival in the Commonwealth. The date shall be extended by the Chief or his designee upon presentation by the employer of (1) the employment contract, (2) the worker's identification certificate, and (3) Office of Immigration Form I-958.
 - 4. In the case of renewals, the period may extend one year from the expiration of the prior identification certificate.
 - 5. An identification certificate shall be returned by the employer to the Division upon its expiration. 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.
 - 6. Temporary identification certificates may be issued by the Director for workers who will be in the Commonwealth for thirty (30) days or less. To acquire a temporary identification certificate, the employer must submit the worker's name, nationality, occupational category, and police clearance to the Department.
 - 7. Nonresident workers may enter the Commonwealth 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 (30) days preceding the date of entry into the Commonwealth by a physician licensed to practice medicine in the country of origin.

- 8. If a nonresident worker fails to enter the Commonwealth within ninety (90) days from the date of issuance of the identification certificate, the identification certificate shall be void.
- 9. Within ten (10) days after authorized 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 and Environmental Services for a physical examination. The cost of physical examinations shall be borne by the nonresident worker.

SECTION III. CONDITIONS OF EMPLOYMENT.

- A. <u>Possession of Identification Certificate</u>. The employer shall be responsible in ensuring that all of its nonresident employees keep in their person at all times their identification certificates and the same shall be conspicuously displayed during working hours. Failure to do so shall constitute violations of this paragraph.
- B. <u>Workplace Conditions</u>. Every employer shall furnish and ensure the use of such safety 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 employees. The employer shall not require the worker to work hours which are excessive so as to be damaging to the worker's mental or physical health. The employer shall provide an adequate supply of drinking water and sufficient and sanitary toilet facilities at the worksite or reasonable access thereto.
- C. <u>Maximum Food and 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 regulations shall be \$50.00 for food and \$50.00 for housing.
- D. 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 (10) 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.

- E. 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 The notice shall state the name and Commonwealth. identification certificate number of the worker, the reasons for termination and the expected date of departure the Commonwealth. from 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.
- F. <u>Review of Termination Notice</u>. 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 regarding the termination, the Chief shall immediately initiate an investigation.
- G. <u>Re-entry After Early Termination</u>. Nonresident workers sent home for 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.
- H. Living Conditions. The employer shall be responsible for meeting the following conditions where the employer provides housing to workers, where the employer controls the occupancy of the housing, and where the workers use the facilities of the housing in common.
 - 1. Site of Housing
 - a. Grounds around worker housing shall be adequately drained to prevent flooding, collection of waste water, and mosquito breeding.
 - b. Grounds around worker housing shall be maintained in a clean and sanitary condition, 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.

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- c. 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.
- 2. Shelter
 - a. Worker housing shall be constructed in a manner which will provide protection against the elements, including wind, rain and flood, and fire.
 - b. 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. Employers whose facilities were constructed and occupied by workers prior to the effective date of this paragraph shall have ninety (90) days to comply.
 - c. Separate bedding, which may include bunks, shall be provided for each occupant:
 - 1. Spacing of single bedding shall not be closer than 36" both side-to-side and end-to-end.
 - Elevation of single bedding shall be at least 12" from the floor.
 - d. Where workers cook, live, and sleep in a single room, a minimum of 100 square feet per person shall be provided.
 - c. 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.
 - d. All exterior openings shall be screened with at least 16-mesh per inch material.
 - e. Each room in the housing shall be provided with adequate lighting.
 - f. An adequate and convenient water supply shall be provided for drinking, cooking, bathing, and laundry purposes.

3. Toilet Facilities

- a. The number of sit down toilets to be provided shall be no less than one per fifteen (15) persons. Where there are ten (10) or more persons of different sex using the toilet facility, separate toilet facilities, appropriately identified, shall be provided for each sex.
- b. 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.
- c. 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.
- d. All outside openings shall be screened with at least 16-mesh per inch material.
- e. Toilet facilities shall be of sanitary and easily cleanable construction and shall be maintained in sanitary condition by the individual using the facilities or by the employer.
- f. Toilet facilities shall have adequate lighting.
- g. An adequate supply of toilet paper in housing for more than four (4) persons shall be assured by the employer.
- h. Access to toilet facilities shall not intrude upon private sleeping quarters.
- 4. Laundry, Handwashing and Bathing Facilities
 - a. Sanitary laundry, handwashing, and bathing facilities shall be provided in the following ratio:
 - 1. One laundry tray or tub for every fifteen (15) or less persons or an equivalent laundry alternative.
 - 2. One handwash basin per family or per six (6) or less persons.

- 3. One shower head for every ten (10) or less persons.
- b. Facilities shall be of sanitary and easily cleanable construction and shall be maintained in sanitary condition by the individuals using the facilities, or by the employer. Floors shall be of a smooth, but not slippery surface.

5. Sewage and Refuse Disposal

- a. 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.
- b. Garbage shall be stored in disposable or cleanable containers that are secured from flies, rodents, other vermin, and water. Containers shall be kept clean. Containers shall be emptied not less than twice a week.

6. Food Storage, Kitchen, and Eating Facilities

- a. Cooking facilities are to be provided wherever workers are provided common living quarters.
- b. Cooking facilities shall be in an enclosed and screened shelter.
- c. Food shall be stored safe from contamination by water, dirt, poisonous substances, rats, flies, or other vermin.
- d. Refrigeration facilities shall be provided for storage of perishable food.
- e. Facilities shall be adequate for insuring sanitary maintenance of eating and cooking utensils.

7. Health Measures

- a. Adequate first aid supplies shall be available at the living site for the emergency treatment of injured persons.
- b. The employer shall report to the Division of Health Services the name and address of any nonresident worker known to have or suspected of having a communicable disease.

- c. The employer shall report to the Division of Health Services any case of food poisoning or unusual prevalence of any illness in which fever, diarrhea, sore throat, vomiting or jaundice is a prominent symptom.
- I. <u>Record Maintenance</u>. The employer shall keep the following records for presentation upon demand by the Director or his designee, or the Chief of Labor or his designee:
 - 1. The name, address, age, legal residence, citizenship, point of hire, work permit expiration date, job classification, and wage rate of each nonresident employee.
 - 2. Payroll showing the number of hours worked each day, each week, the compensation earned, and deductions made for each nonresident and resident employee.
 - 3. The number of employment related accidents involving 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.
 - 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.

SECTION IV. COMPLAINT.

- A. Filing of Complaint. Any employer or nonresident worker may file a complaint with the Division of Labor regarding violation of any provision of the Nonresident Workers Act, the rules and regulations promulgated herein, or breach of any provision of the employer's agreement or employment contract within a reasonable time not to exceed a period of one (1) month after the violation or breach has occurred.
- B. Form of Complaint. The complaint shall be typewritten and signed by the complainant or his counsel and shall contain the following:
 - 1. The caption setting forth the name of the Division of Labor;
 - 2. The names and addresses of the parties;

- 3. The nature of the complaint; and
- 4. The relief requested or demanded.
- C. <u>Filing Fee</u>. The complaint shall be accompanied with a filing fee of Twenty Dollars (\$20.00).
- D. <u>Service of Complaint</u>. Immediately upon filing and no later than two (2) days after the filing of the complaint, the complainant shall serve a copy of the complaint to the respondent. Within two (2) days of the service of the complaint, the complainant shall file with the Division of Labor an affidavit or proof of such service. Failure to file an affidavit or proof of service shall not affect the validity of the service.
 - 1. Service of a complaint, notice, or order shall be made anywhere within the territorial limits of the Commonwealth of the Northern Mariana Islands.
- E. The respondent, in writing, within ten (10) calendar days upon receiving the complaint, shall file an answer with the Division of Labor and serve such answer to the complainant or his counsel or representative.

SECTION V. ENFORCEMENT.

- A. <u>Compliance Monitoring</u>. The Chief or his designee shall conduct inspection as he deems appropriate and necessary to monitor compliance with the act, or the rules and regulations promulgated herein or the employment agreement or contract entered into by the employer or nonresident worker, or conditions or practices, or housing conditions of the nonresident worker.
- B. <u>Investigation</u>. The Chief or his designee shall immediately conduct an investigation upon receipt of any complaint as he deems appropriate and necessary to enforce the Act, or the rules and regulations promulgated herein, or the employment agreement or contract entered into by the employer or the nonresident worker, or housing conditions of the nonresident workers.
- C. Entry. In connection with any compliance monitoring or investigation of a complaint, the Chief or his designee shall have the authority to enter and inspect any worksite or housing of any nonresident worker, question or interview any employer, nonresident worker, or any person, review or check any documents or records, including making a copy of such documents or records, relative to the employment status of the nonresident worker to determine whether any

provision of the Act or the rules and regulations has been violated or whether any provision of the employment agreement or contract has been breached.

- D. Inspection or Investigation Ruling. If upon an inspection for purposes of compliance monitoring or investigation of a complaint, the Chief finds that any provision of the Act or the rules and regulations promulgated herein has been violated or any provision of the employment agreement or contract has been breached, he shall within ten (10) days either:
 - Issue a warning to the responsible party to correct the violation or breach. If the warning to correct the violation or breach has not been complied within ten (10) days, the agency shall immediately issue a Notice of Violation and conduct a hearing, or
 - 2. Issue a Notice of Violation and conduct a hearing pursuant to Title 17, Section 9 of the Trust Territory Code.

SECTION VI. ADMINISTRATIVE HEARING.

- A. <u>Petition for Hearing</u>. Any party aggrieved by an inspection or investigation ruling may file an appeal or a petition for hearing with the Hearing Officer within fifteen (15) days of the issuance of such ruling. If no appeal or petition is filed within the fifteen (15) days, such ruling shall be unreviewable administratively or judicially.
- B. Form of Petition. The petition shall be typewritten and signed by the petitioner or appellant or his counsel and shall contain the following:
 - 1. <u>Filing Fee</u>. The appeal or petition shall be accompanied with a filing fee of Twenty-Five Dollars (\$25.00).
- C. <u>Service of Appeal or Petition</u>. Immediately upon filing and no later than two (2) days after the filing of the appeal or petition for a hearing, the appellant or petitioner shall serve a copy of the appeal or petition to the appellee. Within two (2) days of the service of the appeal or petition, the appellant or petitioner shall file with the agency an affidavit or proof of such service. Failure to file an affidavit or proof of service shall not affect the validity of the service.
- D. <u>Hearing Officer</u>. The Director shall serve as Hearing Office or shall appoint a person as a Hearing Officer who is competent, impartial, and familiar with the administrative hearing processes.

- E. <u>Notice of Hearing</u>. The Hearing Officer shall conduct a hearing within thirty (30) days of the filing of the appeal or petition for a hearing or the issuance of the Notice of Violation and shall serve fifteen (15) days, advance, written notice to all parties of such hearing. The Hearing Officer may change the date, time, or place of the hearing upon notice to all parties. Any party may be represented by a counsel of his choosing at any stage of the investigation or hearing process.
- Conduct of Hearing. F. 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. Oral testimony and final statements may be determined 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 appeal or petition and, second, the party against whom the complaint or appeal or petition is filed. The Hearing Officer may require individuals disturbing the order of the hearing to leave the hearing room, but at no time shall а 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.
- G. <u>Settlement</u>. A settlement agreement may be reached between the parties to a complaint during the investigation or 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 (10) 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.
- H. <u>Issuance of Hearing Ruling</u>. Upon conclusion of the hearing, the Hearing Officer shall within ten (10) days issue its findings, decisions, or orders pursuant to Title 17, Section 10 of the Trust Territory Code:
 - 1. The findings, decisions, or orders shall state the names of the parties, the nature of the complaint, the findings and reasoning leading to such findings,

decisions, or orders, and the rights of the parties to appeal to the Commonwealth Trial Court.

SECTION VII. FEE SCHEDULE.

Α.	Application for and renewal of Labor Identification Certificate	\$ 75.00	
_			

- B. Duplicate Labor Identification Certificate \$40.00
- C. Copying costs for a copy of any documents in the custody of the Department of Commerce and Labor \$0.50 per page
- D. Filing fee of labor grievance or complaint \$20.00
- E. Filing fee of labor appeal \$25.00
- F. Transcript of labor hearing \$1.50 per page for the original and \$0.75 per page for each copy on 8 1/2" x 11" paper.
- SECTION VIII. FORMS AND NOTICES. The Director or his designee may, at any time, amend, modify, alter, or substitute any of the forms and notices under this section or waive the application thereof, when it is determined by the Director that such waiver is necessary.

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS DEPARIMENT OF COMMERCE & LABOR First Floor, Commonwealth Building Capitol Hill, Saipan, CM 96950

JOB VACANCY ANNOUNCEMENT

	NAME OF EMPLOYER:		dba		
	VALUE ADDDDDD				· · · · · · · · · · · · · · · · · · ·
	NATURE OF BUSINESS:			LIC. NO.	
	JOB CLASSIFICATION:				
	DUTIES:			ING(5):	
	· · · · · · · · · · · · · · · · · · ·				
2					
	COMMENCEMENT DATE OF EMPLO				an
	EDUCATION: High school e (TO BE FILLED	equivalent preferred but not D BY THE JOB PLACEMENT OFFIC	required // High school gradu ER, DCL // College gradua	ate required te required]	
	WORK EXPERIENCE:7 Exper	rience preferred but not rea	uired. On the job training will b	a provided	
		SE FILLED BY THE JOB PLACEMEN	NT OFFICER, DCL	months experience re	equired)
	WORK SCHEDULE: DAYS:	to	HOURS:	to	
กละเลยาอยุสุญาณิตารณตรรรรษตาย	RATE OF PAY: REGULAR: \$	per	OVERTIME: \$	Der	RUSSBUS JANDONA-
	WHERE TO APPLY: Interested				
		Office, located		- 4 <u></u>	
			between	&&	&
	[Days]	to	between	&	
	Mr/Ms		will accept applica	tions and answer a	any
		which applicants may have a ched at telephone no.	ave regarding this vacancy	announcement. He,	/she
		1			
	Date	Signature		Title	
		· · · · · · · · · · · · · · · · · · ·			
		FOR OFFIC	IAL USE ONLY		
	EMPLOYER'S CODE:	······			
	SIC:				
•	DOT:		Chief of Lal	oor or his desi	gnee
·	Announcement No.:		Dett	Approved	



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS DEPARTMENT OF COMMERCE AND LABOR SAIPAN, MARIANA ISLANDS 96950

TEL. 322-8711/5

Date:

Saipan, MP 96950

Attention:

Re: Referral/Certification of Qualified Local Residents Job Vacancy Announcement: Job Title:

Dear Sir:

We are submitting pursuant to 3 CMC 4413 copies of applications received by the Job Placement Section, Division of Labor, in response to the above Job Vacancy Announcement.

These applications have been reviewed and the individuals listed below have been certified as qualified for the subject class title.

Please review the attached applications, make your selection, and initiate all appropriate action. You are respectfully requested to make your selection within ten (10) working days from the date of this letter. If you fail to act within the time stipulated herein, such failure will be considered by us as your desire not to fill the vacancy and your recruitment request will be cancelled.

Sincerely,

JOSE H. SALAS Job Placement Officer

Attachments:

Applicat	ions:
1.	
2.	
3.	

COMMONWEALTH REGISTER VOLUME 10 NO. 2 FEBRUARY 15, 1988 PAGE 5456

(DO L Form 88-002)

Radio/TV Certification

STATEMENT OF COMPLIANCE WITH THE PROVISIONS RELATING TO LOCAL RESIDENT PREFERENCE IN EMPLOYMENT

UNDER PENALTY OF PERJURY, I, THE UNDERSIGNED, DECLARE THAT:

1. That I am the person in charge of personnel for the employer named below and that I was available for interviews on the days and time stipulated, in the attached job vacancy announcement(s).

2. That local residents either contacted our office in person or made phone inquiries regarding the job vacancies.

3. That local residents responded to the job vacancy announcement(s) by filing applications with our office.

4. That / / all // _____ applicants were interviewed, and out of those interviewed _____ were hired.

5. The commencement date of employment of those who were hired are as follows: ___

That the reasons _____ were not hired are as follows:

Applicant A	
Applicant B	
Applicant 6	
Applicant D	
Applicant E	
Applicant F	
Applicant G	

DATED this _____ day of _____, 1987.

Signature

Name of Employer

Bibili de Calendar

(DOL Form 88-003)

COMMONWEALTH GOVERNMENT OF THE NORTHERN MARIANA ISLANDS DEPARTMENT OF COMMERCE AND LABOR DIVISION OF LABOR , NORTHERN MARIANA ISLANDS

AGREEMENT	NO.	
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EMPLOYER'S APPLICATION AND NONRESIDENT EMPLOYMENT AGREEMENT

This Agreement is entered into between the Chief of Labor of

								, j	nereinaiter	
referred	to	as	the	Chief, and						
of						• •	-		, hereinafter	
referred	to	as	the	Employer.						

For and in consideration of being allowed to employ nonresident worker(s), the Employer agrees to the terms and conditions herein set forth by the Chief as follows:

A. The Employer requires the services of _____() nonresident worker(s) to be employed in the job classification or title and salary as stated below on the island(s) of ______, Commonwealth of the Northern Mariana Islands, commencing on or about :

Job Title

No. of Worker

Salary

- B. Any nonresident worker to be employed in any of the job classifications or titles mentioned hereinabove must possess the requisite occupational qualification(s) as shown in the attached Vacancy Announcement.
- C. Any nonresident worker to be employed under this Agreement shall be employed for a period of _______ only in one (1) job classification or title and shall not be permitted to work for any other employer or in any other job classification or title or be permitted to own any business or be engaged in any business activity.
- D. Within _____ () months of the date hereof, the Employer shall make every reasonable effort to locate qualified, resident worker to replace any nonresident worker filling the position(s) mentioned above and shall advise the Chief in writing of his effort in locating qualified, resident worker(s).
- E. The Employer shall utilize any nonresident worker to be employed under this Agreement to train resident worker(s) whenever feasible and shall submit a report every _____ () months to the Chief regarding the training of resident worker(s).

- F. The Employer shall be responsible for the repatriation expense of any nonresident worker to be employed under this Agreement back to the point of hire at the expiration or termination of the worker's employment contract and shall be also responsible and liable for the cost of medical insurance or payment of all medical expenses of the nonresident worker(s), including the cost of physical examination and the cost of referral and evacuation for medical treatment outside of the Commonwealth, and the cost of embalming and transportation of the worker's body back to the point of hire in the event of death.
- G. The Employer shall make job readily available at all times for the duration of the employment contract of any nonresident worker covered under this Agreement with a minimum of forty (40) hours of work per week.
- H. Upon execution of this Agreement, the Employer shall deliver to the Chief a copy of the draft employment contract for his review containing, among other information, the occupational category or job title; term of employment; location of work; work schedule; duties and responsibilities; salary for regular and overtime compensation, and deductions for tax and social security, if applicable. Any contract entered into between the Employer and any nonresident worker shall be contingent upon approval by the Chief.
- I. Immediately after receiving notice that the employment contract has been approved, the Employer shall deliver to the Chief a bond from a recognized insurance company in an amount equals to the return air transportation and three (3) months salary for each nonresident worker to be employed under this Agreement.
- - 1. The full name, present address, permanent address, age, citizenship, point of hire, expiration date of contract, occupational category, and wage rate of the worker;
 - 2. The daily time and attendance report showing the number of hours worked, and the status of the worker if he did not work each day in any workweek attested by the worker and the Employer;
 - 3. The payroll showing the number of hours worked each week, the pay period, payment for regular and overtime, gross compensation, deduction(s) for tax and social security, if applicable, and net payment; and
 - 4. The number of job related accident(s) or illness(es), the name of the injured or ill worker, type of injury or illness, amount of time lost from work, treatment, whether hospitalization was required and number of days hospitalized.

K. The Employer shall comply with all provisions of this Agreement, the Act, the rules and regulations promulgated thereto, the employment contract, and other applicable laws of the Commonwealth, and further agrees and consents to entry, without issuance of any warrant, by the Chief or his authorized representative of the Division of Labor in any job site or housing of any nonresident worker covered under this Agreement for purposes of compliance monitoring, inspection, investigation, or enforcement of the Act, the rules and regulations, the Employee's Nonresident Employment Agreement, the employment contract, and/or any applicable law of the Commonwealth.

IN WITNESS WHEREOF, the Chief and the Employer hereunto affix their names on the date and space so indicated.

Date:

Date :

Chief of Labor

Employer

(DOL Form 88-004) COMMONWEALTH REGISTER VOLUME 10 NO. 2 FEBRUARY 15, 1988 PAGE 5460

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

EMPLOYMENT CONTRACT

	of,,	
here	einafter referred to as the Employer, and	
	, hereinafter referred to a	
	Requiring the services of a/an	
the . Emp	representing that he/she is qualified to fill the job category of a/an Employer hereby employs the Employee and the Employer hereby accepts to be emplo ployer to serve and perform the duties required of him/her in the above-mentioned job o her provided below:	yed by the
A.	DUTIES AND RESPONSIBILITIES: The parties hereto agree that the Employee shall	l be employed
	only in the job category of a/an a	nd shall perfor
	the following duties and responsibilities:	
в.	TERM: The term of this Contract shall be for a period of	commencing c
B.	TERM: The term of this Contract shall be for a period of and ending on	commencing c
в. С.	and ending on	
-	and ending on WORK DAYS AND HOURS: The Employee shall work to	
c.	and ending on WORK DAYS AND HOURS: The Employee shall work to	hours per weel , the Employer
c.	and ending on WORK DAYS AND HOURS: The Employee shall work to	hours per weel , the Employer
C.	and ending on WORK DAYS AND HOURS: The Employee shall work to from to, a total of <u>COMPENSATION:</u> In consideration of the services to be performed by the Employee agrees to pay the Employee compensation in the amount of: 1. \$ and 2. \$	hours per weel , the Employer if applicable,

However, he may be required to perform his duties at other places within or outside of the Commonwealth depending on the nature of his Employer's business.

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G. <u>TRANSPORTATION</u>: The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.

-956 -

- H. <u>INSURANCE/MEDICAL EXPENSES</u>: The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation for medical treatment outside of the Commonwealth, and the cost of embalming and transportation of the Employee's corpse back to his point of origin in the event of death:
- I. <u>NOTIFICATION OF NEXT-OF-KIN:</u> In case of emergency involving serious illness or accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin, whose name and address are as follows:

J'. The Employer shall provide the Employee with the following:

1. Housing at a charge of _____ per month, and

2. Food or _____ meals per day at a charge of _____ per month.

3. Others:

K. TERMINATION: This contract may be terminated:

1. Without cause by either party by giving the other party _____ days advance, written notice, or

2. With cause by either party by giving the other party _____ days advance, written notice.

a. In the event of termination for cause, the Employer shall pay the Employee's wages or salary through the effective date of the termination and shall purchase a one-way airplane ticket for the return of the Employee to his/her point of hire.

b. Termination for cause shall include any of the following:

1. Repeated, unauthorized absenteeism or tardiness to work by the Employee;

- 2. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
- 3. Illegal possession of firearm, possession or use of illegal drugs, or violation of any law of the Commonwealth;

4.. Abandoning of job or assigned duty by the Employee;

5. Unauthorized gambling or bringing in of unauthorized person(s) into the Employee's assigned quarters;

6. Engaging in any unauthorized employment or business activity;

- 7. Unauthorized taking or use of another person's property;
- 8. Incompetence or misrepresentation of the qualifications or skills or physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;

9. Extreme cruelty or abuse, physical or otherwise;

10. Unreasonable delays in the payment of the Employee's wages or salary or repeated breach of any provision of the Employment Contract, and/or

11. Others:

- L. <u>REMITTANCE/OTHER OBLIGATIONS</u>: The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.
- M. <u>ENTIRE AGREEMENT</u>: The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supercede any other agreement, either written, verbal, or otherwise not incorporated herein.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and space so specified.

DATE:

DATE: _____

EMPLOYEE (TYPE & SIGN NAME)

) 55:

EMPLOYER (TYPE & SIGN NAME)

DATE:

APPROVED BY: _______CHIEF OF LABOR

		_,NORI	THERN MARIANA ISLANDS)		
On t	his d	lay of		, p	ersonally appeared before me

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS)

, known to me to be the person whose signature is subscribed to the foregoing instrument, and I acknowledge that he/she executed the same voluntarily and for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date written above.

NOTARY PUBLIC

ACKNOWLEDGEMENT

COMMONWEALTH REGISTER VOLUME 10 NO. 2

FEBRUARY 15, 1988 PAGE 5463

ACKNOWLEDGEMENT

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS)
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, NORTHERN MARIANA ISLANDS)

On this day of	, 19, personally appeared
before me	, and
	, known to me to be the person(s) whose

signature(s) is/are subscribed to the foregoing instrument, and I acknowledge that he/she/they executed the same voluntarily and for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date written above.

NOTARY PUBLIC

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	SAIPAN, MARIANA ISLANDS 9	6950	
	and a second		

NEW		
PART	ICUL	AR
PROJ	ECT	

NONRESIDENT WORKERS AFFIDAVIT (Application for Labor Certification)

PHOTO

Must be signed by the applicant

NAME (LAST))	n se an an an an an An an <mark>an an an an</mark> an					(MIDU	OLE)	
PERMANENT ADDRESS	(Number, Street						199-1	CITIZEN	SHIP
EMPLOYER: ADDRESS:			n an		•		nt si da seta	TELEPHO	
JOB CLASSIFICATION	· · · · · · · · · · · · · · · · · · ·	BIRTHDATE			Age	Sex	Aale		STAT
· · · · · · · · · · · · · · · · · · ·							emale	🛛 🛛 Mar	ried
EDUCATION (Certificate of below), High	or Diploma and hest grade comp								ication
Name of School Attended		Field of S			tes Atte		Certi	ficate or Di	ploma
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LIST ALL JOBS HELD BY	VOLLETADTI			CENT 1	0.81				
Name of Employer:	TOUSTARTI			ECENT J	<u>ов;</u>	Т	ype of Bu	siness	
Address:									
Job Title		Dates of E	mployment		T				
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Describe in detail the duties	s performed:	4.	L	·····	Work	Hours:	· · · · · · · · ·	to	
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List dependents: NAME	ADDRESS	AGE	RELATIONSHIP	
			- 建铁合动性 1	
			and the second	

POLICE RECORD:

Have you ever been convicted of a felony or other crime involving moral turpitude? \Box Yes \Box No (Attach an original copy of your police clearance issued by your government)

HEALTH CERTIFICATION:

Do you now have or have you ever had an infectious or communicable disease? \square Yes \square	No
Have you ever been under medication for any ailment for over a month? DYes DNo	
If yes, please explain:	i

I certify that I had been examined by a physician licensed to practice medicine in my country of origin on _______ and a medical certificate is attached to this affidavit. I further understand that I am required by Commonwealth law to have the certificate validated on a date not more than 30 days preceding the date of entry into the Commonwealth of the Northern Mariana Islands.

COMMONWEALTH EMPLOYMENT RECORD:

Have you ever been granted a labor identification certificate (work permit) by the Department of Commerce & Labor of the Commonwealth of the Northern Mariana Islands? \Box Yes \Box No If yes, give date(s) of employment:

, and

name and address of employer: _

Microscobookg

APPLICANT CERTIFICATION

I understand that this Affidavit is submitted for employment only in the position stated herein and, only with the employer named herein; and while under contract to that employer, I am prohibited by law from working for or being employed by any other employer. I further understand that in keeping with the intent of the Nonresident Worker's Act, my duties will include the training of resident workers whenever so directed by my employer or the Chief of Labor.

I further understand that willful misstatement or omission of a material fact on this Affidavit shall be grounds for revocation of the labor identification certificate or the imposition of civil and or criminal penalties.

I authorize the Department of Commerce & Labor or its employees to verify any and all information contained herein or which may otherwise be required in connection with the issuance of the labor identification certificate.

APPLICANT DECLARATION

Under penalty of perjury, I declare that I have examined this Affidavit, supplements thereto and accompanying documents and that the information contained or presented thereon is true, correct, and complete. I further declare under oath that I possess the skill and qualifications to perform the job that I am applying for.

Signature	Date			
Subscribed and sworn to before me by	on this		day	
of, 19 at			·	
	City	Country		
		•.		
	NOTARY PUBL	.IC		
RECRUITING AGENCY D	ECLARATION			
I,,,,,,,				
CNMI Business License No			1 (b) (c)	
RECRUITING AGENCY				
RECRUITING AGENCY declare under penalty of perjury that I have read the foregoing Affiday documents and that the information contained or presented thereon is and belief.	vit and have examined the supplet true, correct, and complete to the	ments and accom	npanying	
declare under penalty of perjury that I have read the foregoing Affiday documents and that the information contained or presented thereon is	rit and have examined the supplet true, correct, and complete to the Date	ments and accom	npanying	
declare under penalty of perjury that I have read the foregoing Affiday documents and that the information contained or presented thereon is and belief.	true, correct, and complete to th	nents and accom ne best of my kn	npanying lowledge	
declare under penalty of perjury that I have read the foregoing Affiday documents and that the information contained or presented thereon is and belief.	true, correct, and complete to th	nents and accom ne best of my kn	npanying lowledge	
declare under penalty of perjury that I have read the foregoing Affidax documents and that the information contained or presented thereon is and belief. Signature Subscribed and sworn to before me this day of	true, correct, and complete to th	nents and accome best of my kn	npanying lowledge	

	GOVERNMENT OF THE NORTHER	N MARIANA ICI ANDO	PHOTOGRAPH OF APPLICAN
	DEPARTMENT OF THE NORTHER DEPARTMENT OF COMME SAIPAN, MARIANA ISL	RCE & LABOR	1½ X 1½
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~	APPLICATION FOR	RENEWAL	РНОТО
	· OF		Must be signed
	LABOR IDENTIFICATION NO.		by the applicant
	FOR OFFICIAL USE	ONLY	
PERMIT NUM	BER	DATE	DF APPLICATION
ISSUED DATE	EXPIRATION DATE	EMP	OYER'S CODE
CHIEF OF LA	BOR	sic	DOT
APPROVED	OISAPPROVED	ANNOL	NCEMENT NUMBER
<u> </u>			
	dba _		
	v Nonresident Worker's Certificate No.		
	months, commencing on		
	under the same terms and c		
Contract and Employer's Agreem	ent for the aforesaid nonresident worker's cer		
The following are submitted in su	oport of this application:		
/ Newspaper & ra	idio/TV job vacancy announcement and decl	araition re: resident applicants.	
	ompliance with 3 CMC 4436 (a) re: full-time	•	
	ompliance with 3 CMC 4437 (k) re: taxes.		
	ompliance with 3 CMC 4434 (g) re: waitress	at if applicable	
	ROJECTS to be undertaken or SERVICES to		
	ther surety acceptable to the Chief of Labor.		
I declare under penalty of periury	that I have examined this application, supple	ments, and accompanying docug	ents and that the information
contained therein are true, correct	, and complete.		
0.475			
DATE:		Signa	ture
	-	·	
		Ti	le
SUBSCRIBED AND SWORN to b	efore me, a NOTARY PUBLIC, by	· · · · · · · · · · · · · · · · · · ·	thisday o
	-		
		NOTARY	PUBLIC
<u>.</u>			*
The employee named below declar	es under penalty of perjury that:		
	the application to renew his/her nonresidented in the initial application.	t worker's certificate under the sa	me terms and
	mined by a physician on		d that he/she
	does have an infectious or communic		
o He/She7 has a	never7 has been convicted of a felony	y or other crimes involving moral	turpitude.
DATE:			
DATE:	•••	Signa	ture
SUBSCRIBED AND SWORN to h			
SUBSCRIBED AND SWORN (0 B			this -
·····	efore me, a NOTARY PUBLIC, by		this day o
		<u> </u>	this day o
(DOI Form 88-007)		NOTARY	
(DOL Form 88-007)			
(DOL Form 88-007)	, 19		PUBLIC

COMMONWEALTH GOVERNMENT OF THE NORTHERN MARIANA ISLANDS DEPARTMENT OF COMMERCE AND LABOR DIVISION OF LABOR , NORTHERN MARIANA ISLANDS

PARTICULAR PROJECT EXEMPTION AGREEMENT NO.

EMPLOYER'S PARTICULAR PROJECT EXEMPTION AGREEMENT

This Agreement is entered into between the Chief of Labor of

hereinfater	referred	to	as	the	Chief,	and		 	 	
of						,	· · · · · ·			
hereinafter	referred	to	as	the	Employe	er.			 	

For and (in consideration of being allowed to employ nonresident worker(s), the Employer agrees and accepts the terms and conditions herein set forth by the Chief as follows:

		Α.	The E	mployer re	quires	the serv	ices of			
()	nonr	esident	worker(s)	to be	employed	in the	particular	project	described
as		• • • • • • • • •				· · · · · ·		in the	job clas	sification
or	titl	e and	salary	as stated	below	on the is	aland of	£		,
Con	monw	ealth	of the	Northern	Mariana	a Islands	, commen	ncing on		
and	lend	ing o	n			•				

Job Title

No. of Worker(s)

Salary

B. The nonresident worker to be employed in the job classification or title possess and meet the occupational qualifications required by the Employer as specified in the application.

C. Any nonresident worker covered under this Agreement shall only be permitted to work in the Particular Project mentioned in Article A above for a period of ________ and only in the job classification or title approved by the Chief as specified in the approved Employment Contract and the Nonresident Worker's Identification Certificate and shall:

- 1. Not be permitted to own a business or engage in any business activity;
- Not be permitted to transfer to another employer or another project either with the same employer or any other employer;
- 3. Depart the Commonwealth to his point of hire within twenty (20) days of the completion of the project or termination of his employment contract, and

4. Not be permitted to be accompanied by any member of his family or relative.

D. The Employer is granted exemption(s) from the following Section(s) of the Act and the Rules and Regulations hereof:

E. The Employer shall make job readily available at all times for the duration of the employment contract of any nonresident worker covered under this Agreement with a minimum of forty (40) hours of work per week.

F. The Employer shall be responsible for the repatriation expense of any nonresident worker to be employed under this Agreement back to the point of hire at the expiration or termination of the worker's employment contract and shall be also responsible and liable for the cost of medical insurance or payment of all medical expenses of the nonresident worker(s), including the cost of physical examination and the cost of referral and evacuation for medical treatment outside of the Commonwealth, and the cost of embalming and transportation of the worker's body back to the point of hire in the event of death.

G. The Employer shall comply with all provisions of this Agreement, the Act, the Rules and Regulations promulgated thereto, the employment contract, and other applicable laws of the Commonwealth, and further agrees and consents to entry, without issuance of any warrant, by the Chief or his authorized representative of the Division of Labor in any job site or housing of any nonresident worker covered under this Agreement for purposes of compliance monitoring, inspection, investigation, or enforcement of the Act, the rules and regulations, the Employer's Particular Project Exemption Agreement, the employment contract, and/or any applicable law of the Commonwealth.

IN WITNESS WHEREOF, the Chief and the Employer hereunto affix their names on the date and space so indicated.

Date:_____

Date:

CHIEF OF LABOR

EMPLOYER

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(DOL Form 88-008)



DIVISION OF REVENUE AND TAXATION COMMONWEALTH GOVERNMENT OF THE NORTHERN MARIANA ISLANDS



Telephones Saipan Offices: Central Administration 9093 Collection 9430/9442 Compliance 9497/9498 Civic Center 6180/6951 Tinian Office 243 Rota Office 484

In reply refer to: _ Office: _ SER:

PUBLIC NOTICE

Revenue and Taxation Ruling No. 88-001

The Director of Finance has issued a ruling concerning Branch Profits Tax paid by a foreign corporation to a company or corporation in the Commonwealth of the Northern Mariana Islands and the applicability of the rebate provision of the taxes paid.

This ruling is published in this issue of the Commonwealth Register for public review. Other documents relating to this issue may be inspected at the Division of Revenue and Taxation, Capitol Hill, 96950; during regular operation hours. Saipan, MP

Eloy S. Inos Director of Finance

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Central Office, Capitol Hill Saipan, CM 96950

Rota District Office Rota, CM 96951



DIVISION OF REVENUE AND TAXATION COMMONWEALTH GOVERNMENT OF THE NORTHERN MARIANA ISLANDS



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NOTISIAN PUBLIKU

Revenue yan Taxasion Areglamento No. 88-001

I Direktot i Finansiat man publika areglamento pot aduanan ganansia ginen i ramas kompania ni ma apase ginen un estrangheru na korperasion guato gi un kompania gi San Kantan na Islas Marianas yan i applikablen i probension i aduana ni ma apase.

Este na areglo ma publika guine gi Commonwealth Register para sensuran publiku. Otro na dokumento siha pot este na asunto sina ma rikonose gi Division i Revenue yan Taxasion, Capitol Hill, Saipan, MP 96950, gi duranten i oran chocho.

Sinettifika As:

Eloy S. Inos Direktot Finansiat

COMMONWEALTH REGISTER VOLUME 10 NO. 2

Central Office, Capitol Hill Saipan, CM 96950 Civic Center Office, Susupe Salpan, CM 96950

Rota District Office

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DIVISION OF REVENUE AND TAXATION COMMONWEALTH GOVERNMENT OF THE NORTHERN MARIANA ISLANDS



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Revenue Ruling 88-001

Issue

Whether Branch Profits Tax imposed upon a foreign corporation will, upon payment and subsequent filing of a claim therefore, be rebated in accordance with the provisions of the Northern Marianas Territorial Income Tax, Commonwealth of the Northern Mariana Islands (CNMI) Public Law 4-24.

Background Facts

A management company, Company X, assigned to Corporation B an agreement for the management of a Company C operating in the CNMI. Company X has continuously managed Company C, through its CNMI branch, receiving fees for services.

Law and Analysis

Section 1701 of CNMI Public Law 4-24 adopts the U.S. Internal Revenue Code (IRC) as a local income tax known as the Northern Marianas Territorial Income Tax (NMTIT). The IRC is generally applied as the CNMI income tax law by substituting "CNMI" for "United States" wherever appropriate in order to give the law proper effect in the CNMI. Therefore, all references to the United States in the IRC as adopted by the NMTIT are deemed also to refer to the CNMI where not otherwise manifestly incompatible or distinctly expressed.

Section 1702(a) defines the IRC as adopted by the NMTIT to include the provision of Subtitle A (26 U.S.C.A Sec 1 et seq.) except for Sec. 1401 et seq. and Sec. 931.

United States Public Law (P.L.) 99-514 amended Subtitle A of the IRC. Under section 1241(a) of P.L. 99-514, IRC 884, it imposes on foreign corporation a branch profits tax equal to 30% of the dividend equivalent amount. This tax is in addition to the corporate level tax imposed under IRC section 882.

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Revenue Ruling 88-001 Page 2 of 2

Section 1702(c) of the NMTIT (CNMI P.L. 4-24) states that all future amendments of the Internal Revenue Code are adopted and incorporated by reference into this Chapter. By operations of the provisions of NMTIT section 1702(a), the adoption of Subtitle A of the Internal Revenue Code triggers the applicability of the amendment made by U.S. P.L. 99-514, (IRC Section 884(a), the imposition of Branch Profits Tax).

Pursuant to 4 CMC §1708, every person subject to the NMTIT shall be entitled to a rebate. However, the rebate provided by this section shall be available only with respect to taxes paid upon income derived from sources within the CNMI under Subtitle A of the NMTIT (IRC), (4 CMC §1708(c), Covenant §602 (90 stat. 263 (1976) codified at 48 USC 1681)). Foreign corporations that paid taxes under Subtitle A, Branch Profits Tax, shall also be entitled to a rebate. The rebate percentage shall be 95% of the first \$7,500,000 of tax paid and 50% of tax paid in excess of such amount up to \$20,000,000 and 25% of any tax paid in excess of \$20,000,000.

Section 1708(f) of the NMTIT provides that amounts properly subject to a rebate shall be treated as overpayment of tax and refunded after the filing of the taxpayer's return for the taxable year to which the rebate relates. The rebate is obtained by filing a form prescribed by the Commissioner (DOF) at the end of the taxable year.

Holdings

Branch Profits Tax, a tax imposed by section 884 of Subtitle A of the NMTIT (IRC), paid by the management company entitles the payor of such tax to the rebate provisions of 4 CMC \$1708 to the extent and with respect to taxes paid upon income derived from sources within the CNMI. Such is obtained by filing a form prescribed by the Director after the end of the taxable year.

The rebate percentage shall be 95% of the first \$7,500,000 of the tax paid and 50% of the tax paid in excess of \$7,500,000 up to \$20,000,000 and 25% of any amount paid in excess of \$20,000,000.

Eloy S. Inos

Director of Finance

1/20/88