

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

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commonwealth of the northern mariana islands

Office of the Mayor

MUNICIPALITY OF TINIAN AND AGUIGUAN

SAN JOSE VILLAGE

TINIAN, CM 96952

Phone: 4339-250

257

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IGNACIO (IKE) K. QUICHOCHO
Mayor

Filed this 17th day of June, 1986
Office of Registrar of Corporations
Commonwealth of the Northern Mariana Islands

PUBLIC NOTICE

PROPOSED REGULATIONS

FOR

TINIAN AGRICULTURE AND MARINE REVOLVING FUND

The Mayor of Tinian is proposing a regulation to be promulgated for the expenditure of the revolving fund made available by Section 2(a) of Public Law 5-4.

The purpose of this regulation is to conform to Section 2(b) of Public Law as the Mayor of Tinian finds there is a need to establish a standard criteria to expend, obligate, encounter, or otherwise commit funds made available by Section 2(a) of Public Law 5-4.


The proposed regulations is composed of the following subheadings:

- I. Authority
- II. Purpose of Fund
- III. Administration
- IV. Income
- V. Accounting of Fund
- VI. Effective Date

Any individual on the island of Tinian which under the proposed regulation may benefit is invited to comment for or against the proposed regulation. Comments may be sent to the Mayor of Tinian within thirty (30) days upon the date of publication of this notice in the Commonwealth Register.

Copies of the proposed regulations can be obtained and comments sent to:

Mayor of Tinian
Commonwealth of the Northern
Mariana Islands
Tinian, CM 96952


IGNACIO K. QUICHOCHO
Mayor of Tinian

6-10-86
Date



commonwealth of the northern mariana islands

Office of the Mayor

MUNICIPALITY OF TINIAN AND AGUIGUAN
SAN JOSE VILLAGE
TINIAN, CM 96952

Phone: 4339-250
257
281

IGNACIO (IKE) K. QUICHOCHO
Mayor

Filed this 17th day of June, 1986
Office of Registrar of Corporations
Commonwealth of the Northern Mariana Islands

NOTICIAN PUBLICO

MAPROPOPONI NA REGULASION
POT I

FONDON SALAPE PARA AGRICULTURA YAN TASE GIYA TINIAN

I Mayot Tinian hapropoponi muna' guaha regulasion pot para ma-urana i fondon salape ni ha-probininiyi i Seksiona 2(a) gi Lai Publico 5-4.

I propositon este na regulasion pot para u konfotma sigun i Seksiona 2(b) gi Lai Publico 5-4 na i Mayot Tinian ha soda' na necessario ma establese fotmat na manera ni para ma-usana i fondo ni ha-probininiyi i Seksiona 2(a) gi Lai Publico 5-4.

I mapropoponi na regulasion ha-kukubri i man-sigiente siha na asunto:

- I. Aturidat
II. Propositon i Fondo
III. Ma-administran i Fondo
IV. Ginanan Salape
V. Matufung i Fondo
VI. Fecha ni Mana'efektibo

Todo indibiyuat giya Tinian gi papa este na regulasion ni sina bumenifisio na u ma-tugi'e i Mayot kao fabot pat kontra i ma-propoponi na regulasion. Todo tinigi debe de u mana'hanau guato gi Mayot Tinian gi halom trenta (30) dias desde i fecha anai mapublika este na noticia gi Commonwealth Register.

Kopian i ma-propoponi na regulasion sina machuli ginen yan lokkue' mana'hanau i inepe guato gi:

Mayot Tinian
Commonwealth of the Northern
Mariana Islands
Tinian, CM 96952

Signature of Ignacio K. Quichocho
IGNACIO K. QUICHOCHO
Mayor Tinian

6-10-86
Fecha



IGNACIO (IKE) K. QUICHOCHO
Mayor

commonwealth of the northern mariana islands

Office of the Mayor

MUNICIPALITY OF TINIAN AND AGUIGUAN
SAN JOSE VILLAGE
TINIAN, CM 96952

Phone: 4339-250
257
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REGULATIONS FOR TINIAN AGRICULTURE AND MARINE REVOLVING FUND

I. Authority

Public Law 5-4, Section 2(b), provides that the Mayor of Tinian shall promulgate rules and regulations as he deems necessary for the expenditure of the funds established by Section 2(a).

The Mayor or his designee pursuant to Section 2(a) of Public Law 5-4 is authorized to expend, obligate, encumber or otherwise commit the funds after regulations are published providing for conformity to Section 2(b) of said public law.

II. Purpose of Fund

As provided in Section 2(a) of Public Law 5-4, the Mayor or his designee is authorized to expend the fund and be utilized to purchase and sell agricultural equipment, seeds, fertilizers, insecticides, agricultural produce, local fish catch, fishing equipment and accessories, and for other retail purposes.

III. Administration

The Mayor or his designee is hereby designated, pursuant to Section 2(a) of Public Law 5-4, to administer the affairs of the fund. Adequate records of the fund must be kept and maintained to reflect proper accountability. The Mayor or his designee may delegate the responsibility of the administrative activities relative to the purpose of the fund to the management of the Tinian Farmers and Fishermen Market.

A separate checking account shall be established under the name of the fund requiring two signatories, one with and must be by the Mayor or his designee, and the other by the manager of the Tinian Farmers and Fishermen Market or his designee.

The Mayor or his designee shall require the manager of the Tinian Farmers and Fishermen Market to prepare and submit monthly "financial position" of the fund.

The Mayor shall submit annual report pertaining to the affairs of the fund within thirty (30) days after the end of the fiscal year to the Governor and the Commonwealth Legislature.

IV. Income

All revenue that may be derived from the utilization of the fund shall revert to the fund.

V. Accounting of Fund

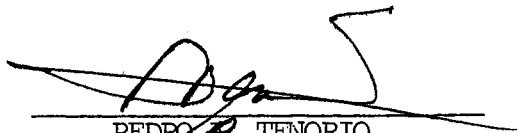
The Mayor or his designee shall cause to be kept daily cash receipts, disbursements register, monthly bank statements, financial statements, and other records relative to the fund. Such responsibilities may be delegated to the management of the Tinian Farmers and Fishermen Market.

The fund shall be subject to an annual review and shall include but not limited to: 1) management of fund; and 2) accountability of fund.


VI. Effective Date

This regulation shall be effective upon publication in the Commonwealth Register and the approval of the Governor.

APPROVED BY:


PEDRO R. TENORIO
~~Acting~~ Governor


Date


IGNACIO K. QUICHOCHO
Mayor of Tinian



Date

PUBLIC NOTICE RE AMENDMENTS
TO THE SHOOTING GALLERY REGULATIONS

The Office of the Attorney General, pursuant to the authority of Section 5 of Public Law 4-51, hereby gives notice to the public of its intention to amend the Shooting Gallery Regulations in its entirety so that the legislative intent of Public Law 4-51 be fulfilled. The proposed amendments are published herewith.

All interested persons must submit written comments to the Office of the Attorney General, 5th Floor Nauru Building, Susupe, Saipan, not later than the close of business thirty (30) calendar days following the date of this Notice.

DATED this 11 day of July, 1986.



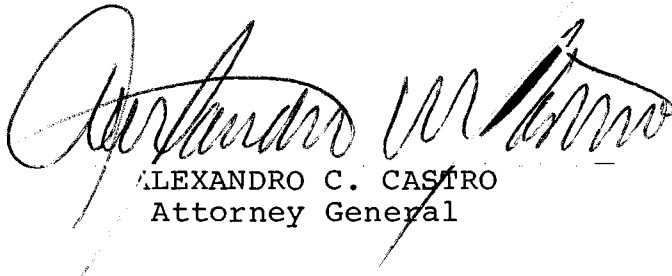
ALEXANDRO C. CASTRO
Attorney General

NOTISIAN PUBLIKO

I Officinan i Attorney General, sigun gi Seksiona 5, Lai Publiko Numero 4-51, ha notitisi*a*i publiko pot i intensiona para u-amenda i regulasion-niha pot i Shooting Gallery. I mapropopone na regulasion mapublika guine.

Todos personas nu i man interesao manmananai oportunidad na ufan na halom opinion pat testimonio pot este na mapropopone na regulasion trenta (30) dias despues de mapublikan este na Noticia guato gi Officinan i Attorney General, 5th Floor Nauru Building, Susupe, Saipan.

FECHA i Julio dia ¹⁴, 1986.



ALEXANDRO C. CASTRO
Attorney General

SHOOTING GALLERY REGULATIONS

I. GENERAL

Section 101. Purpose. Section 5 of Public Law 4-51 requires the Attorney General to promulgate regulations for the licensing and safe operation for a maximum of two shooting galleries. These regulations must be read together with all the provisions of Public Law 4-51.

Section 102. Findings. The Attorney General hereby makes the following findings upon which the regulations are based:

a. Shooting galleries will provide an additional attraction for the growing tourist industry in the Northern Mariana Islands.

b. The establishment of the galleries will also provide modern facilities which may be utilized by the Department of Public Safety and other local law enforcement agencies in training programs in the use of firearms.

II. APPLICATION PROCEDURE

Section 201. Number of Shooting Galleries. The Attorney General shall license two shooting galleries for operation in the Commonwealth. Shareholders with greater than a five percent (5%) interest, directors and officers of one shooting gallery shall have no legal interest in the other shooting gallery.

Section 202. Application Form. Application will be accepted only upon approved form.

Section 203. Application Deadline. Application will be accepted no earlier than August 16, 1985 at 3:00 p.m. at the Department of Finance (Treasury) collection window at the Government Center in Susupe, Saipan. Unless the law is amended prior to that time, applications will be accepted on a first come first serve basis.

Section 204. Award. Licenses will be awarded to the first two applicants who have properly completed the application form and who have proven that they qualify under the criteria set by these regulations. Upon notice of award by mail and upon receipt, the applicants will have fifteen (15) days in which to pay their license fee. Late payment will disqualify an applicant.

Section 205. Eligibility. Licenses may be granted only to interim U.S. citizens, U.S. citizens, or permanent residents as defined by Public Law No. 5-11.

Section 206. Fee. A license fee of Five Thousand Dollars (\$5,000.00) is due on January 2 of each year. For the first year

the fee shall be apportioned to reflect the number of days remaining in the calendar year.

III. LOCATION OF SHOOTING GALLERY

Section 301. Location. A shooting gallery shall be located in an uninhabited or sparsely populated area so that the safety and tranquility of other persons may be preserved.

IV. SHOOTING GALLERY BUILDING

Section 401. One Building. A shooting gallery shall be comprised only of one building.

Section 402: Restrictions of Visibility.

a. No shooting activity shall be visible to the public outside of the shooting gallery.

b. No guns or ammunition shall be visible to the public outside of the shooting gallery.

Section 403. Sign Restrictions.

a. All signs on the premises must be visible to the public.

b. All signs posted must be in English, Chamorro and Carolinian.

Section 404. Parking Areas. All parking areas adjacent to the shooting gallery shall be kept clean of trash and other debris.

Section 405. Building Material. The shooting gallery shall be enclosed by berms.

Section 406. Alcoholic Beverages.

a. No person who appears to be under the influence of intoxicating liquor or narcotic drug shall be allowed in the shooting gallery section of the building.

Section 407. Entrance. There shall be at least one entrance and one exit to the shooting gallery. The business must post a security guard at the entrance of the shooting gallery section of the building to ensure that:

a. section 406 is observed,

b. no one under the age of 21 years is admitted, and

c. no weapons or ammunition of any type may be brought in without prior approval of the management.

Section 408. Waiting Area. The waiting area shall be located in a

safe area and constructed in a manner that ensures the safety of the persons located therein.

Section 409. Hours of Operation. The shooting gallery shall be opened to the public at 8:00 a.m. and shall close by 10:00 p.m.

Section 410. Age Limit. No person under the age of twenty-one (21) years shall be admitted to the shooting gallery area. A sign warning of this restriction shall be conspicuously posted at the entrance.

Section 411. Range. The shooting range must meet the minimum standards set by the National Rifle Association.

Section 412. Range Rules. The shooting gallery must adopt range rules approved by the National Rifle Association.

V. WEAPONS

Section 501. Type. The shooting gallery may not use nor may the owners, employees or patrons possess any handgun, automatic weapon, rifle larger than .22 caliber and .410 gauge shotgun. The weapons and ammunition that may be utilized within the shooting gallery are those firearms permitted under Chapter 2 of Title 6 of the Commonwealth Code. Firearms training of NMI law enforcement officers is exempted from this provision.

Section 502. Inspection. All weapons being utilized at the shooting gallery must be certified in writing to be in a safe and operable condition by a certified National Rifle Association instructor or licensed gunsmith every thirty (30) days.

Section 503. Identification. The business operating the shooting gallery shall submit the manufacturer's serial number of each firearm to the Office of the Attorney General.

Section 504. Storage. All weapons and ammunition must be safely stored on the premises.

Section 505. Inventory. An inventory of all weapons by manufacturer's serial number and of all ammunition shall be completed and signed at the end of each day. A monthly inventory report shall be submitted to the Office of the Attorney General.

Section 506. Lost Weapons. If any weapon or ammunition is lost, the Department of Public Safety shall be notified within a reasonable time which under no circumstances shall exceed five (5) days from the date of discovery.

Section 507. Number of Weapons. No business may possess more than twenty (20) rifles/shotguns unless good cause is shown for a greater number.

Section 508. Personal Weapon. No personal weapon may be used within the shooting gallery, except by NMI law enforcement officers at a time when no private patrons are using the shooting gallery.

VI. SAFETY

Section 601. Targets. Targets must be fixed and located in an area where there is sufficiently strong backdrop to ensure no penetration and no ricochet.

Section 602. Earmuffs. Patrons and employees must wear earmuffs while on the firing booth.

Section 603. Range Master. There shall be a training range master qualified by the National Rifle Association on the firing line at all times to ensure that firing is conducted in an orderly and safe manner.

VII. INSURANCE

Section 701. Insurance. Each shooting gallery must obtain liability insurance in an amount of Three Hundred Thousand Dollars (\$300,000.00) to cover the acts and omissions of its employees, owners, agents, patrons, and the Commonwealth Government.

Section 702. Hold Harmless. No patron shall be allowed to use the shooting gallery without first signing a proper legal agreement written in either in English, Chamorro, or Carolinian which waives all claims of liability against the gallery and the government that may arise out of use of the gallery. The waiver must be translated into the tongue of the patron.

Section 703. Defense of Suits and Indemnity. The licensee shall defend all suits against the Government at his own expense and shall indemnify the Government for all loss it sustains as a result of negligence in conducting its business.

VIII. QUALIFICATIONS

Section 801. Qualifications. All owners and employees of a licensed shooting gallery must:

a. receive a special permission from the Office of the Attorney General to possess and otherwise use firearms/ammunition owned by the gallery;

b. possess no felony criminal convictions;

c. be a U.S. citizen, interim U.S. citizen or a Public Law No. 5-11 permanent resident; and

d. possess at least ten (10) hours of training in the safety, use and handling of firearms and ammunition. The training must be conducted by an instructor certified by the National Rifle Association. A range master must possess forty (40) hours of firearm training.

IX. RECORDS

Section 901. Patrons. The management of a shooting gallery is required to maintain a list of the names of people who use the weapons, expend ammunition and the date and time of such use. These reports shall be filed with the Office of the Attorney General every thirty (30) days.

X. MISCELLANEOUS

Section 1001. License Revocation. Each license is good for only one year. A license may be revoked before that time for a violation of any law or regulation; provided, however, that such revocation shall only be had after a public hearing is conducted.



Commonwealth of the Northern Mariana Islands

Department of Public Health & Environmental Services

Division of Environmental Quality

Saipan, Mariana Islands 96950



Cable Address:
Gov. NAMJ Saipan
Tel. 6984/6114

PUBLIC NOTICE

PROPOSED AMENDED MARINE AND FRESH WATER QUALITY STANDARDS REGULATIONS FOR PUBLIC LAW 3-23 DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL SERVICES

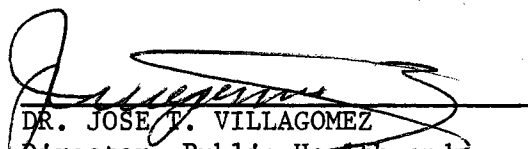
The Director of the Department of Public Health and Environmental Services of the Commonwealth of the Northern Mariana Islands is proposing to amend regulations for the protection of the marine and fresh water environment in the Commonwealth. The Director is also conducting a review of the Commonwealth Water Quality Standards and Total Maximum Daily Loads and Waste Load Allocations pursuant to Sections 303(c) and 303(d), respectively, of the U.S. Clean Water Act (P.L. 95-217). These amended regulations will be used in conjunction with Public Law 3-23, and P.L. 95-217.

The purpose of the amendments is to revise Maximum Contaminant Levels (MCL's) for certain parameters including Copper, Cyanide, Lead and Mercury, and to add standards for Chlorine Produced Oxidants in marine waters and Total Residual Chlorine in fresh waters. These amendments also include minor editorial changes to clarify the intent of the Regulations.

Copies of the proposed amendments may be obtained from the Department of Public Health and Environmental Services, Division of Environmental Quality, Dr. Torres Hospital, Saipan, CM 96950.

Anyone interested in commenting on the proposed Amended Marine and Fresh Water Quality Standards Regulations may do so by submitting comments in writing to the Director, Department of Public Health and Environmental Services, Dr. Torres Hospital Saipan, CM 96950, within sixty (60) days from the date this notice is published in the Commonwealth Register. If sufficient public interest is expressed within the comment period, a public hearing will be held.

7/16/86
date


DR. JOSE T. VILLAGOMEZ
Director, Public Health and
Environmental Services



Commonwealth of the Northern Mariana Islands

Department of Public Health & Environmental Services

Division of Environmental Quality

Saipan, Mariana Islands 96950



Cable Address:
Gov. NMI Saipan
Tel. 6984/6114

NOTISIAN PUBLIKO

MA AMENDA PROPOSITON REGULASION HANOM TASI YAN HANOM FRESKU KUALIDAT AREKLAMENTO SIHA PARA I LAI PUBLIKO YAN ENVIRONMENTAL NA SETBISIO

I Direktot i Depattamenton Hinemlo' Publiko yan i Environmental na Setbisio gi Commonwealth gi sankattan siha na isla ha propopone para u amenda i Areklamento para i proteksion i hanom tasi yan hanom fresku gi halom i Commonwealth. I Direktot ha kondudukta sensuran i Kualidat Hanom na Areklamento gi Commonwealth yan Tutat Kuantu na minegai ha sisine yan ha chuchuda' gi ha'ani' ni pinetsisigi gi Sections 303(c) yan 303(d), sigun i areklon i U.S. Clean Water Act (P.L. 95-217). Este i ma amenda na regulasion siha para uma'usa yan i Lai Publiko 3-23, yan Lai Publiko 95-217.

I miniton i amendasion para uma renueba i Maximum Contaminant Levels (MCL's) para palu parameters kontodu Copper, Cyanide, Lead yan Mercury yan umenta Komparasion para Chlorine Produced Oxidants gi hanom tasi yan Total Residual Chlorine gi hanom fresku. Este na amendasion ha inkluklusu menot editoriat na tinilaika para u klaruyi i intension i Areklamento.

Kopia pot i propositon amendasion siha sina machule' ginen i Depattamenton i Hinemlo' yan Environmental na Setbisio, Division of Environmental Quality, Dr. Torres Hospital, Saipan CM 96950.

Kuatkuet petsona malago' u espresa i opinion-na pot maproposa na amendasion Hanom Tasi yan Hanom Fresku Kualidat Areklamento siha u satmiti hafa mas para usangan gi matugi na manera guato gi Direktot i Depattamento Hinemlo' Publiko yan Environmental na Setbisio, Dr. Torres Hospital, Saipan CM 96950 halom 60 dias na tiempo desde i haane anai este na notisia ma publika gi halom i Commonwealth Register. Yanggen guaha sufisiente interes i publiko ma espresa desde i haanen i notisia, para umana' guaha inekungok publiko (Public Hearing).

7/16/86
Fe 41a

DR. JOSE L. VILLAGOMEZ
Direktot, Depattamenton
Hinemlo' yan Environmental
na Setbisio

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
MARINE AND FRESH WATER QUALITY STANDARDS

PART 1 AUTHORITY

These regulations have been promulgated by the Department of Public Health and Environmental Services in accordance with Commonwealth of the Northern Mariana Islands Public Law 3-23, and under the provisions of the Federal Water Pollution Control Act of 1972 and its Amendments. These regulations shall have the force and effect of law and shall be binding on all persons and other legal entities subject to the jurisdiction of the Commonwealth of the Northern Mariana Islands. The Department shall apply these regulations and standards to all marine and fresh water bodies in the Commonwealth.

PART 2 PURPOSE

The purpose of these regulations is to establish standards for water quality for all State waters in order to protect their use and value for propagation of fish and wildlife, recreational purpose, public water supply use, and taking into consideration their use and value for navigation. Excluded from these regulations is groundwater.

PART 3 POLICY

It shall be the public policy of the Commonwealth of the Northern Mariana Islands that:

(a) The protection, maintenance, conservation, and improvement of the quality of the waters for the growth and propagation of aquatic life, for marine research and for the conservation of coral reefs and wilderness areas, and for domestic, agricultural, commercial, industrial, recreational and other uses are an historic and legal right of the people of the Northern Mariana Islands.

(b) The achievement of the water quality goals of the Commonwealth of the Northern Mariana Islands is in the best interests of the public and should not present an unreasonable barrier to economic, environmental, or social development.

(c) Waters whose existing quality is better than the standards set forth by these regulations, shall be maintained at that high quality.

(d) Waters whose existing quality is less than the standards set forth by these regulations, shall be improved to comply with these standards.

(e) No new point sources of pollution shall discharge to near shore water and no waters of the Commonwealth shall be lowered in overall quality unless it has been affirmatively demonstrated to the Department or its designated representative that such discharge or change in overall quality is a necessary result of important economic, environmental, or social development, and is in the best interests of the people of the Commonwealth and will not interfere or impair any beneficial use assigned to the water(s) in question. Determination made under this policy shall provide for public participation and intergovernmental coordination.

(f) No new source of pollution shall discharge into fresh surface water.

(g) There shall be no direct or indirect discharge of sewage or other waste matter into any planned or existing ground or surface source of drinking water.

(h) All sewage, wastewater, and any other matter shall receive a degree of treatment necessary to protect the beneficial uses of the state waters before discharging.

PART 4 BASIC DEFINITIONS

(a) "Ambient Conditions" means the existing conditions in surrounding waters not influenced by man.

(b) "Brackish Waters" means waters with dissolved inorganic ions (salinity) greater than 500 ppm (parts per million), but less than 30,000 ppm.

(c) "Chief" means the Chief of the Commonwealth Division of Environmental Quality.

(d) "Coastal Waters" means all waters of a depth less than ten (10) fathoms, or waters up to distance of 1,000 feet off-shore if there is no defined reef areas and if the depth is greater than ten (10) fathoms. The definition also includes those brackish waters and salt waters that are subject to the ebb and flow of the tide.

(e) "Commonwealth" means Commonwealth of the Northern Mariana Islands.

(f) "Department" means the Commonwealth Department of Public Health and Environmental Services.

(g) "Director" means the Director of the Commonwealth Department of Public Health and Environmental Services.

(h) "Discharger" means any person who emits any wastewater, substance, or material into the waters of the Commonwealth whether or not such substance causes pollution.

(i) "Fresh Waters" means all waters with dissolved inorganic ions of less than 500 ppm.

(j) "Mixing Zone" means the area or volume of a water body within which effluent(s) shall become physically mixed with the receiving waters through initial dilution. Initial dilution is the process through which the wastewater immediately mixes with the receiving water due to the momentum of the waste discharge and the difference in density between the discharge and the receiving water. The total area or volume of water designated as a mixing zone shall be limited to that area or volume which will not interfere with biological communities or populations of important species to a degree which is damaging to the ecosystem and which will not cause substantial damage to or impairment of designated water uses within the mixing zone or in surrounding waters. A mixing zone shall be considered designated only when approved by the Division of Environmental Quality and when concurrence of the U.S. EPA has been received.

(k) "Oceanic Waters" means all other marine waters outside of the ten (10) fathom depth contour and not less than 1,000 feet off-shore.

(l) "Receiving Water(s)" means water(s) of the Commonwealth into which wastes or wastewaters are, or may be, discharged.

(m) "State Waters" means all waters, fresh, brackish, or salt, around and within the Commonwealth and as further delineated and defined under the Marine Sovereignty Act of 1980 (P.L. 2-7).

(n) "Toxic" means lethal, teratogenic or mutagenic, or otherwise damaging to man or other living organisms.

(o) "Wastewater" means sewage, industrial waste, or other waste, or any combination of these, whether treated or untreated, plus any admixed land runoff.

(p) "Zone of Passage" means a continuous water route above, below, or around, a mixing zone without going through the mixing zone. As a minimum no less than one-third of the cross-section of the water body shall be retained in compliance with the water quality criteria in regulations.

PART 5 CLASSIFICATION OF WATER USES

5.1 Marine Waters

(a) CLASS AA - It is the objective of this class that these waters remain in their natural pristine state as nearly as possible with an absolute minimum of pollution or alteration of water quality from any human-caused source or actions. To the extent practicable, the wilderness character of such areas shall be protected. No zone of mixing will be permitted in these waters.

The uses to be protected in this class of waters are the support and propagation of shellfish and other marine life, conservation of coral reefs and wilderness areas, compatible recreation, oceanographic research, and aesthetic enjoyment.

The classification of any water area as Class AA shall not preclude other uses of such waters compatible with these objectives and in conformance with the criteria applicable to them.

(b) CLASS A - It is the objective of this class of waters that their use for recreational purposes and aesthetic enjoyment be protected.

Any other use shall be permitted as long as it is compatible with the protection and propagation of fish, shellfish, and wildlife, and with recreation in and on these waters. Such waters shall be kept clean of solid waste, oil and grease, and shall not act as receiving waters for any effluent which has not received the best degree of treatment or control practicable under existing technology and economic conditions and compatible with standards established for this class.

5.2 Fresh Waters

(a) Class 1 - It is the objective of this class that these waters remain in their natural state as nearly as possible with an absolute minimum of pollution from any human-caused source. To the extent possible, the wilderness character of such areas shall be protected. Waste discharge into these waters is prohibited.

The uses to be protected in this class of waters are for domestic water supplies, food processing, the support and propagation of aquatic life, compatible recreation and aesthetic enjoyment.

(b) Class 2 - It is the objective of this class of waters that their use for recreational purposes, propagation of fish and other aquatic life, and agricultural and industrial water supply not be limited in any way. The uses to be protected in this class of waters are all uses compatible with the protection and propagation of fish and other aquatic life, and with recreation in and on these waters. Such waters shall not act as receiving waters for any discharge which has not received the best degree of treatment or control practical under technological and economic conditions and compatible with the standards established for this class.

PART 6 BASIC WATER QUALITY CRITERIA APPLICABLE TO ALL WATERS

All waters shall be free of substances attributable to domestic, industrial, or other controllable sources of pollutants and shall be capable of supporting desirable aquatic life and be suitable for recreation in and on the water.

This part will be subject to verification by monitoring as may be prescribed by the Director or Chief to assure freedom from any of the following conditions:

- (a) Materials that will settle to form objectionable sludge or bottom deposits.
- (b) Floating debris, oil grease, scum, or other floating materials.
- (c) Substances in amounts sufficient to produce taste or odor in the water or detectable off flavor in the flesh of fish, or in amounts sufficient to produce objectionable odor, turbidity, or other conditions in the receiving waters.
- (d) High temperatures; biocides; pathogenic organisms; toxic, radioactive, corrosive, or other deleterious substances at levels or in combinations sufficient to be toxic or harmful to human, animal, plant, or aquatic life, or in amounts sufficient to interfere with any beneficial use of the water.
- (e) Substances or conditions or combinations thereof in concentrations which produce undesirable aquatic life.

PART 7 SPECIFIC WATER QUALITY CRITERIA FOR SURFACE WATERS

7.1 Microbiological Requirements

Applicable to:

- (a) The median total coliform content shall not exceed 70 per ml during any 30-day period nor shall any sample exceed 230 per ml at any time. AA,1
- (b) Fecal coliform content shall not exceed an arithmetic mean of 200 per 100 ml during any 30-day period nor shall any sample exceed 400 per 100 ml at any time. A,2
- (c) To determine compliance with the above standards where a "30-day period" is specified, a minimum of ten (10) samples shall be collected at approximately equal intervals.

7.2 pH

- (a) pH variation shall not be greater than 0.2 pH units from ambient conditions and not lower than 6.5 or higher than 8.6 from other than natural causes. AA,1,A,2

7.3 Nutrients

- (a) Total phosphorus shall not exceed 0.025 mg/L AA
- (b) Total phosphorus shall not exceed 0.050 mg/L A
- (c) Total phosphorus shall not exceed 0.100 mg/L 1,2
- (d) Total nitrogen shall not exceed 0.4 mg/L AA
- (e) Total nitrogen shall not exceed 0.75 mg/L A,1
- (f) Total nitrogen shall not exceed 1.50 mg/L 2
- (g) Ammonia (un-ionized) shall not exceed 0.02 mg/L AA,A,1,2

7.4 Dissolved Oxygen (except from natural causes)

- (a) Not less than 6.0 mg/L AA,1
- (b) Not less than 5.0 mg/L A,

7.5 Total Dissolved Solids, Salinity, Currents

No change in channels, basic geometry or fresh water influx shall be made which would cause permanent changes in isohaline patterns of more than 10% from the natural conditions or which would otherwise adversely affect the indigenous biota and natural sedimentary patterns. AA,A

7.6 Temperature

Water temperature shall not vary by more than 1.5°F (0.9°C) from the ambient conditions. AA,A,1,2

7.7 Turbidity (Nephelometric Turbidity Units)

- (a) Turbidity shall not be greater than 2 NTU at any time. AA,1
- (b) Turbidity shall not be greater than 5 NTU at any time. A,2

7.8 Radioactive Materials

- (a) The concentration of radioactive materials in water shall not exceed 1/30th of the maximum permissible limits established for continuous occupational exposure given in the National Bureau of Standards Handbook No. 69. All surface waters

- (b) No radionuclide or combination of radionuclides shall be present at concentrations greater than those specified by the Commonwealth of the Northern Mariana Islands Drinking Water Regulations and the National Primary Drinking Water Regulations. All surface waters
- (c) The concentration of radioactive materials in fresh, brackish, and marine waters shall not result in the accumulation of radioactivity in plants or animals that would result in a hazard to humans or aquatic life. All surface waters

7.9 Oil and Petroleum Products

The concentration of oil or petroleum products shall not: All surface waters

- (a) Be detectable as a visible film, sheen, or discoloration of the surface or cause an objectionable odor.
- (b) Cause tainting of fish or other aquatic life, be injurious to the indigenous biota or cause objectionable taste in drinking water.
- (c) Form an oil deposit on beaches or shoreline or on the bottom of a body of water.

7.10 Toxic Substances

Criteria for toxic substances are given as either a maximum concentration or are determined by multiplying the stated application factor by the concentration determined to be lethal to 50% of the most sensitive indigenous organism after 96 hours of exposure (96 LC₅₀). The 96 LC₅₀ values shall be determined by using bioassay procedures consistent with those described in the latest edition of Standard Methods for the Examination of Water and Wastewater. All surface waters

The 96 LC₅₀ values shall be determined by using the most sensitive indigenous organism to the substance in question. When both an application factor and a maximum concentration are given, the lesser of the two resulting concentrations shall constitute the water quality standards.

Toxic Substance Table

<u>Substance</u>	<u>Maximum Concentration Level</u>		<u>Application Factor</u>
	(Expressed as: mg/L or ug/L)		
Ammonia	0.02 mg/L	20.0 ug/L	0.1
Arsenic	0.01 mg/L	10.0 ug/L	0.01
Antimony	0.20 mg/L	200.0 ug/L	0.02
Barium	0.50 mg/L	500.0 ug/L	0.05
Beryllium	0.10 mg/L	100.0 ug/L	0.01
Boron	5.00 mg/L	5000.0 ug/L	0.10
Cadmium	0.005 mg/L	5.0 ug/L	0.01
Chlorine prod. oxidants	0.0075 mg/L	7.5 ug/L	0.10
Chlorine residual (for fresh waters)	0.011 mg/L	11.0 ug/L	0.10
Chromium	0.05 mg/L	50.0 ug/L	0.01
Copper	0.003 mg/L	3.0 ug/L	0.10
Cyanide	0.001 mg/L	1.0 ug/L	0.10
Fluoride	0.50 mg/L	500.0 ug/L	0.10
Iron	0.50 mg/L	500.0 ug/L	----
Lead	0.001 mg/L	1.0 ug/L	0.01
Lin. Alkylate Sulfonates	0.02 mg/L	20.0 ug/L	0.05
Manganese	0.02 mg/L	20.0 ug/L	0.02
Mercury		0.01 ug/gram weight of aquatic organism or 0.10 ug/L	
Molybdenum	-----		0.05
Nickel	0.002 mg/L	2.0 ug/L	0.02
Polychlorinated biphenyl		0.001 ug/L	----
Selenium	-----		0.01
Silver	0.001 mg/L	1.0 ug/L	0.01
Sulfide	0.002 mg/L	2.0 ug/L	0.10
Zinc	-----		0.01
Phenols	0.001 mg/L	1.0 ug/L	0.01
Aldrin-Dieldrin		0.003 ug/L	0.01
Chlordane		0.004 ug/L	0.01
Diazinon		0.002 ug/L	0.01
Demeton		0.100 ug/L	0.01
Dursban		0.001 ug/L	0.01
Endosulfan		0.001 ug/L	0.01
Endrin		0.004 ug/L	0.01
Fenthion		0.005 ug/L	0.01
Heptachlor		0.001 ug/L	0.01
Lindane		0.004 ug/L	0.01
Malathion		0.100 ug/L	0.01
Methoxychlor		0.030 ug/L	0.01
Mirex		0.001 ug/L	0.01
Parathion		0.040 ug/L	0.01
Pyrethrium		0.010 ug/L	0.01
Toxaphene		0.005 ug/L	0.01

7.11 General Toxic Standards

No substance or combination of substances including oil and petroleum products shall be present in surface water in amounts that exceed 0.01 times the 96 LC₅₀ concentration unless it can be demonstrated to the Department that a higher concentration has no adverse effect, chronic or acute, on the intended uses of the water body in question.

7.12 General Considerations

(a) Analytical testing methods for these criteria shall be in accordance with the most recent editions of Standard Methods for the Examination of Water and Wastewater, and other methods published by knowledgeable authorities and possessing adequate procedural precision and accuracy.

(b) Effects of high temperature, biocides, pathogenic organisms, toxic, corrosive, or other deleterious substances at levels or combinations sufficient to be toxic or harmful to human, animal, plant or aquatic life or in amounts sufficient to interfere with any beneficial use of the water, shall be evaluated as a minimum by use of a 96-hour bioassay as described in the most recent editions of Standard Methods for the Examination of Water and Wastewater. Survival of test organisms shall not be less than that in controls which utilize appropriate water. Failure to determine presence of toxic substances by this method shall not preclude determination of excessive levels of toxic substances on the basis of other criteria or methods.

(c) Pollutant discharges shall be controlled so as to protect not only the waters receiving the discharge directly, but also those waters into which the initial receiving waters may flow.

PART 8 CLASSIFICATION AND ESTABLISHMENT OF WATER USE AREAS

8.1 Rota

(a) CLASS AA

All coastal and oceanic waters surrounding Rota except for those waters delineated in CLASS A.

(b) CLASS A

The coastal waters known as East Harbor and West Harbor.

(c) CLASS 1

All fresh surface waters on Rota.

8.2 Tinian and Agiguan

(a) All coastal and oceanic waters surrounding Tinian and Aguigan except for those waters delineated in CLASS A.

(b) CLASS A

The coastal waters known as San Jose Harbor.

(c) CLASS 1

All fresh surface waters on Tinian and Aguigan.

8.3 Saipan

(a) CLASS AA

All coastal and oceanic surrounding Saipan except for those delineated in CLASS A.

(b) CLASS A

The coastal waters from Puntan Muchot to Puntan Flores and the coastal waters surrounding the Agingan Wastewater Treatment Plant, within a 1,000 foot radius of the outfall.

(c) CLASS 1

All fresh surface waters on Saipan.

8.4 Northern Islands (Farallon de Medinilla, Anatahan, Sariguan, Guguan, Alamagan, Pagan, Agrihan, Asuncion, Maug, Farallon de Pajaros)

(a) CLASS AA

All coastal and oceanic waters surrounding the Northern Islands except for those delineated in CLASS A.

(b) CLASS A

The coastal and oceanic waters surrounding Farallon de Medinilla.

(c) CLASS 1

All fresh surface waters in the Northern Islands.

PART 9 MIXING ZONE IN RECEIVING WATERS

The water quality criteria in these regulations shall apply within a mixing zone unless specific alternate criteria are approved by the Chief for specified parameters. The mixing zone, in accordance with Part 4(j), shall be defined by specific linear distance, volume or area, discharge location, maximum flow, and maximum concentrations of important constituents which are determined on a case-by-case basis using the following criteria:

9.1 Mixing zones shall be as small as practicable and shall not be of such size or shape as to cause or contribute to the impairment of water uses. In determining the size and location of the mixing zone for any discharge, the following shall be considered:

- (a) size of receiving water volume of discharge, stream bank or shoreline configuration, the mixing velocities, and other hydrologic and physiographic characteristics;
- (b) present and anticipated future use of the body of water;
- (c) present and anticipated future quality of the body of water; and
- (d) the ratio of the maximum flow rate of waste being discharged to the lowest recorded flow rate of the receiving waters.

9.2 An adequate zone of passage shall exist at all times for the movement or drift of aquatic life.

9.3 Where two or more mixing zones are in close proximity, they shall be so defined that a continuous zone of passage for aquatic life is available.

9.4 Mixing zones shall not intersect any area of the waters in such a manner that the maintenance of aquatic life in the body of water as a whole would be adversely affected.

9.5 The discharge shall not violate the basic standards applicable to all water nor shall it unreasonably interfere with any actual or probable use of the waters within the mixing zone.

PART 10 ENFORCEMENT

The Department, acting through the Commonwealth Attorney General, is responsible for enforcement of these regulations in consonance with, and in accordance with the applicable laws of the CNMI and in accordance with U.S. P.L. 95-217, known as the "Clean Water Act", and its amendments. The Attorney General will institute legal actions to enjoin a violation, continuing violation or threatened violation of these regulations.

PART 11 SEVERABILITY

If any provision of these Regulations or their application is held to be invalid, such invalidity shall not affect any other provision or application that can be used without the invalid section, and to this end the provisions of these Regulations and their various applications are declared to be severable.

PART 12 CERTIFICATION

The undersigned hereby certifies that these regulations have been officially promulgated and adopted as final regulations pursuant to the authority contained in the Commonwealth of the Northern Marianas Public Law 3-23.

DR. JOSE T. VILLAGOMEZ
Director, Public Health and
Environmental Services

Date



NORTHERN MARIANA ISLANDS RETIREMENT FUND

P.O. BOX 1247
SAIPAN, CM 96950

Filed this 4th day of

Aug. 19 86.

Office of Registrar of Corporations
Commonwealth of the Northern Mariana Islands


NOTICE OF INTENT TO PROMULGATE RULES AND REGULATIONS FOR THE NORTHERN MARIANA ISLANDS RETIREMENT FUND

Pursuant to Section 8314(f), 1 CMC Division 8, the Board of Trustees for the Northern Mariana Islands Retirement Fund hereby gives notice of its intent to promulgate administrative rules and regulations. A copy of the proposed regulations is provided herewith.

Copies of the rules and regulations are available at the offices of the Retirement Fund, located in SAN Jose, Saipan, CNMI.

The Northern Mariana Islands Retirement Fund solicits comments and suggestions concerning the proposed rules and regulations. Written comments will be accepted, and should be mailed to Northern Mariana islands Retirement Fund, P. O. Box 1247, Saipan CM 96950.

DATED THIS 4th DAY OF August, 1986.


TERESITA B. ALDAN
Chairperson, Board of Trustees
Northern Mariana Islands Retirement Fund



NORTHERN MARIANA ISLANDS RETIREMENT FUND

P.O. BOX 1247
SAIPAN, CM 96950

Filed this 4th day of

Aug. 1986.

Office of Registrar of Corporations
Commonwealth of the Northern Mariana Islands

NOTICIA PORT INTENCION PARA UMANA' GUAHAYI AREKLAMENTO PARA I NORTHERN MARIANA ISLANDS RETIREMENT FUND

SEGUN I GINAGAGAO NU I SECTIONA 8314(f), I CMC DIVISION 8, I BOARD OF TRUSTEES PARA I NORTHERN MARIANA ISLANDS RETIREMENT FUND MAN NANAI NOTICIA PORT I INTENCIONA NI PARA UNA GUAHAYI AREKLAMENTO PARA I ADMINISTRACION A PROGRAMA.

COPIAN ESTE NA AREKLAMENTO GUAHA GI OFICINAN I RETIREMENT FUND GE SAN JOSE, SAIPAN, CNMI.

I NORTHERN MARIANA ISLANDS RETIREMENT FUND HA SOSOYU COMENTU YAN REGOMENDACION MIYU PORT ESTE NA AREKLAMENTO. NA HANAO TODO I REKOMENDACION MIYU PARA I NORTHERN MARIANA ISLANDS RETIREMENT FUND, P. O. BOX 1247, SAIPAN, CM 96950.

ESTE NA HA'ANE DIA 4th DE August, 1986.

Teresita B. Aldan
TERESITA B. ALDAN
Chairperson, Board of Trustees
Northern Mariana Islands Retirement Fund

PROPOSED ADMINISTRATIVE RULES & REGULATIONS
OF
NORTHERN MARIANA ISLAND RETIREMENT FUND

The Board of Trustees for the Northern Mariana Islands Retirement Fund hereby proposes to adopt these regulations pursuant to the provisions of §9101 et. seq. of the Commonwealth Code.

PART 1 - GENERAL PROVISIONS

1.1. Authority: Under and by virtue of the provisions of 1 CMC 8314(f), the Board of Trustees for the Northern Mariana Islands Retirement Fund hereby promulgates these rules and regulations.

PART 2 - DEFINITIONS

2.1 Applicability: The following words and terms as used in these rules and regulations, or in interpreting 1 CMC 8301 et. seq. shall have the meanings indicated unless the context clearly indicates otherwise. The definitions herein provided shall supplement those contained in 1 CMC 8301 et. seq.

a. "Annual". The term "annual" shall mean yearly, and refer to the calendar year.

b. "Annual Salary". The term "annual salary" means the amount of income reported on an employee's W-2 Form for a year, or if no W-2 forms are available for an employee, the amount earned by an employee in a calendar year as shown by such other records as the administrator may require.

** c. "Child". The term "child" includes children adopted pursuant to local custom.

** d. "Fiscal year". The term fiscal year as used herein shall mean 12 month period from October 1 to September 30.

e. "Full Retirement Benefits". The phrase "full retirement benefits", as used herein and in 1 CMC 8331(c) shall mean all annuities, benefits, and payments to which members are entitled, including survivor annuities.

** f. "Government". The term "government" as used in 1 CMC 8301 et. seq. means the Government of the Northern Mariana Islands, which came into existence on April 1, 1976, as well as the Government of the Commonwealth of the Northern Mariana Islands, which came into existence on January 8, 1978.

** g. "Married". The term "married" shall mean legally married under the laws of the Commonwealth or another state, territory, or country. The term does not include 'common law' marriages.

h. "1 CMC 8301 et. seq." includes all amendments to that law.

i. "Regular Interest". The words "regular interest" as used in 1 CMC 8301 et. seq. shall mean interest at the rate of 3.5%, compounded annually, and credited for each complete year.

** j. "Retire". The term "retire" as used in the 1 CMC 8301 et. seq. means to no longer be employed in a position in which Fund membership is either (i) mandatory or (ii) optional.

** k. "Spouse". The term "spouse" means the person to whom an individual is legally married.

1. "Unmarried". As used in 1 CMC 8337(d), the term "unmarried" is interpreted to mean not having a living spouse on the date of retirement or death.

PART 3 - OPTIONAL FUND MEMBERSHIP

3.1 Optional Membership for Certain Government Officials and Employees:

(a) Elected officials, government officials appointed by the Governor with the advice and consent of the Senate, persons employed in other than civil service classified positions, persons employed under personnel services contracts by the Commonwealth of the Northern Mariana Islands, employees of public corporations of the Government of the Northern Mariana Islands, and Trust Territory employees employed on or after October 1, 1980, have the option of becoming Fund members, and may become members approval of a membership application form to the Board of Trustees requesting such membership.

(b) Persons employed after the effective date of these regulations, and who may at the said persons' option elect membership in the Retirement Fund, must exercise such option within 30 days of the effective date of their employment, and make required contributions retroactive to the date of employment. For good cause shown, the Administrator may extend the time for exercise of the option not to exceed one year. Such membership option is exercised by filing with the Board of Trustees a completed membership application form, and the Board's acceptance thereof.

(c) The election of any person covered by this section to accept or reject membership is irrevocable and shall apply to such person for the entire term of his or her employment.

PART 4 - CREDIT FOR SERVICE

4.1 Computation for Full-Time Employees: For full-time employees, service shall be measured in years, and complete calendar months each as one-twelfth (1/12) of a year. Accrued annual leave, paid for in a lump sum upon termination, shall not be included in measuring service. Unused accrued sick leave shall be included in measuring services. The number of days employed in the first month of employment (assuming it was not a complete month) shall be added to the number of days in the last month of employment (assuming it was not a complete month). If the total equals or exceeds 45, a member shall be credited with two additional months of service, and if less than 45 but 15 or more the member shall be credited with one additional month of service. If less than 15, no time shall be credited.

4.2 Service Credit for Part-Time, Seasonal or Intermittent Employees: Part-time seasonal, intermittent or temporary employees who are members will be credited with one-twelfth (1/12) of a year of service for every 160 hours for which they

are paid in a calendar year after election, but in no case in excess of 12 months credit for any calendar year. If adequate records for years prior to 1980 are not available, the number of hours worked in previous years will be estimated by the Administrator of the Retirement Fund based on available records or such other evidence as the Administrator finds persuasive.

4.3 Additional Credit Pursuant to Constitutional Amendment Number 19: All members who were in active service on January 7 1986, and who on that date had 20 or more years of creditable service, shall be credited with an additional five years credit.

PART 5 - SURVIVOR ANNUITIES

5.1 Annuities for Survivors of Members Who Died Prior to October 1, 1980: If a member died while in service in a classified Civil Service position of the CNMI government, after April 1, 1976 the surviving spouse and children of the member shall be eligible to receive survivor's benefits.

5.2 Option for Unmarried Employees:

(a) Should any member or employee be unmarried on the date of retirement, and designate an individual as a beneficiary pursuant to 1 CMC 8337(d), and then subsequently marry, the said designation will be deemed null and void.

(b) Any individual designated by a member or employee pursuant to 1 CMC 8337(d) shall be entitled to an annuity equal to that of surviving spouse under the conditions provided in 1 CMC 8337 (a)(i), but marriage or remarriage of the beneficiary will not affect the right of the designated beneficiary to an annuity.

**5.3 Survivors Benefits for Children: Benefits for children of deceased Fund members shall be paid to the surviving spouse for the benefit of the children, or if there is no surviving spouse, to a guardian appointed by a court of competent jurisdiction for the benefit of the children.

** (a) If both spouses in a household are Fund members, such membership shall not result in any increase in children's benefits.

** (b) Death of Member with Children by Different Spouses. If a deceased member has children (natural or adopted) eligible for survivors benefits, such children shall be entitled to a pro-rate share of children's benefits payable, regardless of whether they continue to reside with the member's surviving spouse. The fact that such children may not be children of the surviving spouse is irrelevant in determining children's benefits. All benefits payable to children who are not residing with the surviving spouse shall be payable to the guardian appointed for such children.

**5.4 Death After Separation - Contributions on Account. Any individual who separated from membership leaving contributions on account with the Fund, who dies prior to age sixty, estate or beneficiary is entitled to receive only a refund

of contributions, plus regular interest. No death benefits or survivors benefits shall be payable as a result of the death of such a person.

PART 6 - RETIREMENT, BENEFITS

6.1 Application for Retirement: Written applications to the Board for retirement will be required for retirement pursuant to 1 CMC 8301 et. seq. Application forms shall be available at the Office of the Northern Mariana Islands Retirement Fund.

6.2 Retirement, Time for: All retirement will be deemed to occur on the day following the last day of paid employment.

6.3 Annuities, Time for Payment: All annuity payments will be made in equal ~~instal~~ instalments on the 15th and last day of each month. If the fifteenth (15th) or last day of any month shall fall on a weekend or legal holiday, payment will be made the last working day prior to the weekend or legal holiday. The Administrator may, in his/her discretion, cause benefit checks to be postdated and mailed early to ensure timely arrival.

****6.4** Death Benefits after Retirement: Lump sum death benefit payments of \$1,000.00 shall be made to the survivors, beneficiary or estate of the deceased member only if that member died while in service or while in receipt of a Fund annuity.

****6.5** Retirement: All persons who attain the age of 60 years of age may retire and receive an annuity regardless of length of service.

PART 7 - REEMPLOYMENT AFTER RETIREMENT

7.1 Effect of Reemployment after Retirement: Should any employee or member retire pursuant to 1 CMC 8301 et. seq. and these rules and regulations, and subsequently be reemployed for more than 20 hours per week in any position in which membership in the Retirement Fund is either mandatory or optional, the effect of reemployment shall be as follows:

(a) If the person is reemployed in a position in which Fund membership is mandatory, pursuant to 1 CMC 8301 et. seq. or these rules and regulations, the individual shall thereupon be deemed to have withdrawn from retired status.

(1) Upon such reemployment, contribution to the Fund will be required of the employee pursuant to 1 CMC 8301 et. seq.

(2) Upon termination of such employment, the individual will be entitled to resume retirement status, service for the reemployment shall be credited, and the annuity of the individual recomputed.

(b) If the person is reemployed in a position in which Fund membership is optional, pursuant to these rules and regulations and 1 CMC 8301 et. seq., the person must either exercise the option for membership or reject such option, as provided in 1 CMC 8301 et. seq. and these rules and regulations. Upon such reemployment, the individual shall be deemed to have withdrawn from retired status.

(1) If the individual rejects Fund membership, he or she shall, upon termination of the reemployment, be entitled to such retirement benefits as he or she enjoyed prior to reemployment, upon application to the Board of Trustees.

(2) If the individual exercises the option for Fund membership, contribution to the Fund will be required of the individual and her or his employer, pursuant to 1 CMC 8301 et. seq. Upon termination of such reemployment the individual will be entitled to resume retired status, and service for the reemployment shall be credited, and the annuity of the individual recomputed.

****7.2 Prohibition Against Employment While in Receipt of Annuity.**

(a) Any retired member who retired with additional service credit allowed under section 4.3 of these rules, who is in receipt of an annuity who is reemployed by the government or its agencies or instrumentalities for more than 60 days in a fiscal year shall forfeit his or her annuity for the remainder of the fiscal year.

(b) Each 8 hours of service shall constitute one day for the purpose of this section.

7.3 U Part. The Fund Administrator shall determine whether an individual is "employed" by the government for purposes of determining the applicability of this part. Common law principles for determining whether or not an individual is "employed" (as opposed to being an independent contractor) shall apply.

****PART 8 - WITHDRAWAL AND REINSTATEMENT**

****8.1 Refund of Employee Contributions:** Members may withdraw contributions made ~~to the Fund and~~ terminate membership prior to retirement either upon complete separation from government employment or upon a change of job position from a position in which Fund membership is mandatory to a position in which Fund membership is optional, provided the individuals rejects the membership option. Refunds shall be distributed no sooner than 30 days from filing of a refund application, provided that for good cause shown the Administrator may refund contributions at an earlier date.

****8.2 Reinstatement after Withdrawal:**

(a) Any person who ~~withdraws~~ his or her contributions to the Fund may be reinstated with credit for previous service only upon repayment to the Fund of withdrawn amounts, plus regular interest from the date of withdrawal.

****PART 9 - DISABILITY**

****9.1 Disability Benefits-Effect of Receipt of Federal Supplemental Security Income (SSI) and or NMI Social Security Benefits:** Any member of the Fund receiving Supplementa Security Income payments based on a disability are ineligible to receive disability payments from the Fund if payment would be based on

the same disability. Receipt of payments from the NMI Social Security Retirement Fund does not affect the right of a member to disability payments from the Fund.

PART 10 - GENERAL

10.1 Headings: Headings or titles of sections contained herein are for convenience and shall not be used in construction or application of any section contained herein.

10.2 Severability: If a part or section of these rules and regulations are invalid, all valid portions that are severable shall remain in effect. If a part or section hereof is invalid in one or more of its applications, that part remains in effect in all valid applications that are severable from its invalid applications.



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
DEPARTMENT OF COMMERCE AND LABOR
SAIPAN, MARIANA ISLANDS 96950
4TH FLOOR, NAURU BUILDING

TEL. 7261/2/3/4

PUBLIC NOTICE

PROPOSED NON-RESIDENT WORKERS RULES AND REGULATIONS


The Director of Commerce and Labor, in accordance with Public Law No. 1-8 and Section 13 of Public Law No. 3-66, is hereby proposing to promulgate the Non-resident Workers Rules and Regulations to set forth procedures and requirements regarding referral and placement of resident workers; initial, renewal, and transfer applications for the hiring of non-resident 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 Non-resident Workers Act.

A copy of the proposed rules and regulations may be obtained from the Registrar of Corporations, Office of the Attorney General, 5th Floor, Nauru Building, Saipan, CM 96950, or the same may be reviewed at the Office of the Director, Department of Commerce and Labor, 4th Floor, Nauru Building, Saipan, CM 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, 4th Floor, Nauru Building, Saipan, CM 96950 within thirty (30) days from the date this notice is published in the Commonwealth Register.

8/14/86
Date



SUS R. SABLAN
Director of Commerce and Labor

DCL-PN-001-86
July 30, 1986

NUTISIAN PUPBLIKU

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

I Direktot i Commerce and Labor, sigun gi Lain Pupbliku Numiru 1-8 yan i Seksiona 13 gi Lain Pupbliku Numiru 3-66, 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, rinueba yan aplikasion transferia 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 otro dokumento yan instrumento siha ni manisario para u ma'emplimenta i Akton i Ti Manresidente siha na Hotnaleru.

I kopian i manmaprupoponi siha na areklamento yan regulasion sinā manmachule' ginen i Registrar of Corporations gi ufisinan i Attorney General, gi mina'singko na bibienda gi Nauru Building, Saipan, CM 96950, osino i mismo kopia sinā mali'e' gi Ufisinan i Direktot i Depattamenton Commerce and Labor gi mina'kuattro na bibienda gi Nauru Building, Saipan CM 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 sinā manmangge' guato gi Direktot i Commerce and Labor, Commonwealth of the Northern Mariana Islands, 4th Floor, Nauru Building, Saipan, CM 96950, gi halom trenta dias desde i fecha ni mapupblika este na nutisia gi halom i Commonwealth Register.

8/14/86
fecha


JESUS R. SABLAN
Direktot, Commerce and Labor

DCL-PN-001-86
July 30, 1986

ARONGORONGOL TOWLAP

Ffээрul alléghúl mwóghútúghút reer schóól angang kka aramasal Falúw me Ikka Saabw Aramasal Falúw

Samwoolul Bwulaasiyool Commerce me Labor sáangi Alléghúl Towlap ye No. 1-8 me Tittilil 13 reel alléghúl twolap ye No. 3-66, ekke féérú bwe ebwe ayooora alléghúl mwóghútúghútúl angaang reer aramas kka saabw Aramasal Falúw bwe ebwe yoor alúghúlúgh ye rebwe attabweey reel llúwiliir schóól angaang kka aramasal falúw; alúghúlúgh, lliiwel me lliirwilil aplikeisiyoon reel umwuumweul schóól angaang kka saabw aramasal falúw; ebwe bwal yoor mwóghútúghút reel isiisilongol soong me tingórol ammataf me tingór sefáál, me ebwe yoor schagh eew tappal schéél tiliighi ye melal aplikeisiyoon me ákkáaw schéél alúghúlúgh kka e nesesó óriyo bwe ebwe yooratá alúghúlúgh reer schóól angaang kka saabw aramasal falúw.

Emmwel schagh ubwe ló bweibwogh yóómw alléghúl mwóghútúghút yeel me Registrar of Corporation, Bwulaasiyool Attorney General, 5th Floor, Nauru Building, Saipan, CM 96950 me ngáre bwal ii schagh tappal tiliighi yeel emmwel schagh ówbwe ló piippiiy me Bwulaasiyool Samwoolul Commerce me Labor, 4th Floor, Nauru Building, Saipan, CM 96950.

Bwulaasiyool Samwoolul Commerce me Labor ekke tingór alúghúlúgh, mángemáng, ághiyógh me ~~11/11/86~~ sáangiir aramas towlap ngáne rese áfeschi alléghúl mwóghútúghút angaang yeel.

Inaamwo iyo ye e mwuschel bwe ebwe keepaselong reel alléghúl mwóghútúghút kkaal emmwel schagh rebwe ischilong reel samwoolul Commerce me Labor, Commonwealth of the Northern Mariana Islands, 4th Floor, Nauru Building, Saipan, CM 96950 llól eliigh (30) rál sáangi maram, rál, mwóghútúghút yeel mellól Commonwealth Register.

8/14/86
Maram, rál _____

JESUE R. SABLÁN
Samwoolul Commerce Me Labor

DCL-PN-001-86
Ulliyo 30, 1986

NON-RESIDENT WORKERS
RULES AND REGULATIONS

SECTION I. AUTHORITY AND PURPOSE:

- A. Authority: The Department of Commerce and Labor, pursuant to its powers, duties, and authorities under Public Law No. 3-66, Sections 7(b) and 13, does hereby promulgate and issue these rules and regulations that shall govern the hiring of non-resident workers in the Commonwealth of the Northern Mariana Islands, and the implementation of the Non-resident Workers Act.
- B. Purpose: The purposes of these rules and regulations are to set forth the necessary procedures and requirements regarding initial, renewal, and transfer applications for the hiring of non-resident workers; 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 Non-resident Workers Act.

SECTION II. DEFINITIONS:

- A. "Agency" means the Chief of Labor or the Hearing Officer as may be appointed by the Director;
- B. "Agreement" means a non-resident employment agreement between the Chief of Labor and an employer;
- C. "Available" means offering to perform any type of services or labor for an employer at the time and place, and under the terms and conditions designated by such employer;
- D. "Certificate" means certificates of labor and immigration issuable by the Director;
- E. "Contract" means a contract between a non-resident worker and an employer;

- F. "Director" means the Director of the Department of Commerce and Labor;
- G. "Division" means the Division of Labor of the Department of Commerce and Labor;
- H. "Employer" means any individual, partnership, association, or corporation hiring, employing, or otherwise engaging for compensation any resident worker or non-resident worker to perform services or labor within the Commonwealth, including any branch, agency, or instrumentality of the Commonwealth, but does not include the Trust Territory of the Pacific Islands or the United States Government.
- I. "Non-resident Worker" means any available individual who is at least 18 years old and who is capable of performing services or labor desired by an employer and who is not a resident worker. Non-resident worker shall not include foreign investor, professional, or executive:
 - 1. "Foreign Investor" shall include any individual seeking or holding a Certificate of Foreign Investment and a Foreign Investor Visa and complying with all requirements of the rules and regulations promulgated governing the issuance of the Certificate of Foreign Investment and the Foreign Investor Visa.
 - 2. "Professional" shall include any individual as defined in the Fair Labor Standard Act of 1938, as amended, and has fully complied with all requirements of any law of the Commonwealth of the Northern Mariana Islands (CNMI), and any policy, rules or regulations promulgated governing such profession.
 - 3. "Executive" shall include any individual as defined in the Fair Labor Standards Act of 1938, as amended, and has fully complied with all requirements of any law of the Commonwealth of the Northern Mariana Islands, and any policy, rules or regulations promulgated governing such profession.

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- J. "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 United States as defined in the Constitution of the Northern Mariana Islands, or who has been granted national or citizenship status pursuant to Commonwealth law or who is legally resident without restrictions as to employment in the Commonwealth.

SECTION III. PRE-APPLICATION PROCEDURE:

- A. 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. Non-resident workers shall be employed only if job vacancies have arisen and there are no or not enough qualified residents available to fill such vacancies.
- B. Referral. If an employer cannot locate qualified, resident workers to fill job vacancies, he shall notify the Division of Labor and the Chief shall first endeavor to fill such vacancies by referral of resident workers registered with the Division. In reporting such vacancies, the employer shall state:
1. The place and nature of the employer's business;
 2. The number of workers desired;
 3. The occupational qualifications of such workers;
 4. The wages to be paid the workers;
 5. The date on which employment will commence;
 6. The island(s) on which the workers are desired; and
 7. The working hours and days.
- C. Job Vacancy Announcement. In the event

that there is no qualified, resident worker available by such referral, the Chief shall cause the existence of such vacancies to be publicized for a period of thirty (30) days through notice in public places in the Commonwealth, advertisement in a newspaper of general circulation in the Commonwealth, and broadcasting in radio or television:

1. Help wanted advertisement shall require the approval of the Chief in a form as provided for by the Division and attached hereto as Appendix "A", and shall contain the following:
 - a. Name of employer and business;
 - b. Nature of business;
 - c. Mailing address;
 - d. Location of business and telephone number;
 - e. Job classification and number of openings;
 - f. Educational and training requirements;
 - g. Duties to be performed;
 - h. Days and working hours;
 - i. Salary for regular and overtime;
 - j. Date on which employment will commence;
 - k. Island(s) the workers will work; and
 - l. Language requirement other than Chamorro, Carolinian, and/or English requires the approval of the Director.
2. After the expiration of the thirty (30) days job vacancy announcement and there is no resident worker available

to fill the vacancy advertised, the employer shall present to the Chief the following:

- a. Proof of the job vacancy announcements as mentioned in Section III (C)(1) above.
- b. Sworn declaration that there is no resident worker available to fill the vacancy announced.

SECTION IV. INITIAL APPLICATION:

A. Procedures and Requirements. Not later than seven (7) days after the expiration of the thirty (30) days job vacancy announcements and upon a finding by the Chief that there is no resident worker available to fill the vacancy announced, he shall determine under what conditions and the period of time the employer shall be permitted to employ a non-resident worker to fill the vacancy. If the employer desires to employ a non-resident worker under those conditions and terms, he shall enter into a non-resident employment agreement with the Chief. The Non-resident Employment Agreement shall be in a form as provided for by the Division and attached hereto as Appendix "B".

1. Upon execution of the Non-resident Employment Agreement, the employer shall present to the Chief a copy of a draft Non-resident Employment Contract for his review.

B. After the Chief finished reviewing the draft Non-resident Employment Contract and had made any necessary changes or corrections, the employer may proceed with the hiring process of non-resident worker by complying and filing complete with the Division the following:

1. The original Non-resident Employment Contract with two (2) copies executed by the employer and the non-resident worker and properly notarized. If the contract is executed by an agent or representative of the employer, a notarized, certified copy of the original Power of Attorney or authori-

zation must be attached to the original contract. Non-resident Employment Contract which has been smeared, snopped, erased, or scratched off shall not be permitted or accepted. All contracts must be approved by the Chief and may be used in a form as provided for by the Division of Labor and attached hereto as Appendix "C".

2. The Non-resident Worker's Affidavit executed in triplicate and sworn to by the worker. The affidavit shall be in a form as provided for by the Division of Labor and attached hereto as Appendix "D".
 - a. A one and one-quarter inch by one and one-quarter inch ($1\frac{1}{4}$ x $1\frac{1}{4}$) nonpolaroid, frontal photograph of the worker must be pasted on each of the affidavit bearing the signature of the worker on the front side.
3. The non-resident worker's original criminal record with two (2) copies issued by the court(s) or appropriate authority having jurisdiction over the worker's and present residence(s) showing that the worker has never been convicted of any felony or other crime involving moral turpitude. The criminal record shall be issued not more than thirty (30) days of the filing of the employment application.
4. Proof of the employer's income and certification by a bank or banks and/or Credit Union of the employer's financial account(s) and liability, if any.
5. An original employment certification by the non-resident worker's previous employer(s) with two (2) copies showing the worker's job title and duties, length of service, attitude toward work, relationship with co-workers and superiors, capability and performance, disciplinary action, if any, and other information relevant to the worker's previous employment.

- a. The employment certification shall be made on the employer's business letterhead or stationery, typewritten, and properly notarized. If the worker's previous employer does not have a business letterhead or stationery, the certification shall be made on a plain stationery containing the above-required information and in addition must show the employer's full name, residence, mailing address, and his telephone number or a telephone number where he could be contacted.

- 6. Three (3) certified copies of the worker's health certificate executed not more than thirty (30) days preceding the date of entry of the worker into the Commonwealth by a physician licensed to practice medicine in the jurisdiction of issue. The health certificate shall be made on the official letterhead or stationery of the issuing hospital or clinic bearing the official seal of said hospital or clinic and shall indicate that the worker is free from any communicable disease and is physically and mentally fit to be employed in the job category he is to be hired.

- 7. Three (3) certified copies of the worker's birth certificate.

- 8. Three (3) certified copies of the worker's marriage certificate, if applicable.

- 9. Proof of availability of work or project covering a minimum period of six (6) months with the same requirement to be submitted to the Division thirty (30) days prior to the expiration of the current project.

- 10. Living quarters or housing inspection clearance issued by the Department of Public Health and Environmental Services, the Department of Public Works, and the Department of Public Safety

(Division of Fire Prevention). The Division of Labor shall coordinate with the said departments regarding any living quarters or housing inspection.

11. Payment of a nonrefundable application fee of Twenty-Five Dollars (\$25.00).
 - a. Payment by check shall be made payable to the order of the Commonwealth of the Northern Mariana Islands Treasury (CNMI Treasury).

SECTION V. REVIEW, BONDING, AND ISSUANCE OF NON-RESIDENT WORKER'S CERTIFICATE:

- A. Review. Within thirty (30) calendar days of the receipt of the items mentioned in Section IV above, the Chief shall review all of the documents submitted to determine whether the non-resident worker and the employment contract meet all requirements of the Act and the rules and regulations promulgated thereto. If the worker is not qualified, he shall deny the application and shall notify the employer and the worker (if the worker is present in the Commonwealth) giving his reason(s) for such denial in writing. If the employment contract is defective, he shall prepare a corrective addendum and return the same for the signatures of both the employer and the non-resident worker. Upon finding by the Chief that all requirements of the Act and the rules and regulations have been met, he shall signify his approval on the employment contract and any corrective addendum and shall notify the employer in writing of such approval.
- B. Bond. After receiving notice from the Chief that the application and the employment contract have been approved, the employer shall deliver to the Chief a bond from a recognized insurance company as a security for the payment of the worker's return air fare at the expiration or termination of the worker's employment contract and the payment of the worker's wages and other monetary legal obligations

in the event of default or breach of said contract by the employer. The bond shall be used to offset any amount due and owing the worker arising from the employer's default or breach and the leftover, if any, shall be returned to the employer.

1. The amount of the bond shall equal the worker's return air transportation and salary of the worker covering a period of three (3) months.

C. Issuance of Non-resident Worker's Identification Certificate. Within thirty (30) calendar days after the receipt of the bond described above, the Director shall issue the Non-resident Identification Certificate and forward it to the Immigration authority for such immigration clearance as required by law. The certificate shall be in a form as provided for by the Division and attached hereto as Appendix "E" and shall be used for both labor and immigration purposes. The certificate shall include the following:

1. The name of the non-resident worker;
2. The name of the employer;
3. The worker's occupational category or job title;
4. The worker's legal residence;
5. The worker's citizenship;
6. The expiration date of the certificate;
and
7. The number of the Non-resident Employment Agreement under which the worker is employed.

Within thirty (30) calendar days after receipt of the certificate, the Immigration authority shall either approve and issue the appropriate entry document(s) or notify the Director and the employer in writing his reason(s) for denying the entry document(s).

SECTION VI. RENEWAL APPLICATION.

A. Procedures and Requirements: Any employer desiring to rehire his present non-resident worker must comply with the requirements of Section III above at least seventy (70) days prior to the expiration of the worker's current certificate.

1. Application for renewal and supporting documents shall be made, submitted, and filed complete with the Division of Labor thirty (30) calendar days prior to the expiration of the non-resident worker's current certificate.

a. Application for renewal made, submitted, and filed with the Division after the thirty (30) calendar days as mentioned in Section II(A)(1) above, but prior to the expiration of the worker's current certificate shall be assessed a late filing penalty fee of Three Dollars (\$3.00) per day.

2. Application for renewal and any supporting documents made, submitted, and filed with the Division of Labor after the expiration of the non-resident worker's current certificate shall be denied.

3. Application for renewal made, submitted, and filed with the Division on a timely fashion, however incomplete, shall be subject to a fine of Three Dollars (\$3.00) per day. The employer shall have five (5) calendar days to either make, submit, and file the required document(s), make the necessary correction(s), or comply with the necessary requirements. Failure of the employer to either make, submit, and file the required document(s), or make the necessary correction(s), or comply with the necessary requirement(s) within the five (5) calendar days shall result in the denial of his application.

4. Non-resident Employment Agreement. Not later than seven (7) days after the

expiration of the thirty (30) days job vacancy announcements upon a finding by the Chief that there is no resident worker available to fill the vacancy announced, he shall determine under what conditions and the period of time the employer shall be permitted to rehire the non-resident worker currently filling the vacancy announced. If the employer desires to rehire the non-resident worker under those conditions and terms, he shall enter into a non-resident employment with the Chief. The agreement shall be in a form as mentioned in Section IV(A) above.

5. Upon execution of the Non-resident Employment Agreement, the employer shall present to the Chief a copy of a draft Non-resident Employment Contract for his review.
6. After the Chief finished reviewing the draft Non-resident Employment Contract and had made any necessary changes or corrections, the employer shall comply and file complete with the Division the following:
 - a. The original Non-resident Employment Contract with two (2) copies executed by the employer and the non-resident worker and properly notarized.
 - b. The Non-resident Worker's Affidavit executed and sworn to by the worker with the Photograph requirement as mentioned in Section IV 13(2)(a) above.
 - c. The non-resident worker's original criminal record with two copies issued not more than thirty (30) days of the filing of the renewal application by the court(s) in the Commonwealth.
 - d. Proof of employer's income and a certification by a bank or banks and/or credit union of his financial account(s) and liability, if any.

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- e. The original and two (2) copies of the worker's health certificate executed not more than thirty (30) days of the filing of the renewal application by an authorized official of the Department of Public Health and Environmental Services.
 - f. Proof of availability of work or project covering a period of six (6) months with the same requirement to be submitted to the Division thirty (30) days prior to the expiration of the current proof of project submittal.
 - g. Living quarters or housing inspection clearance as provided in Section IV(B)(10) above.
 - h. Payment of a nonrefundable application fee of Twenty-Five Dollars (\$25.00).

B. Review, Bond, and Issuance of Certificate:

- 1. Review shall be as provided for under Section V (A) above.
- 2. Bonding shall be as provided for under Section V (B) above.
- 3. Issuance of Non-resident Worker's Identification Certificate shall be as provided for under Section V (C) above.

C. Restrictions. No application for renewal shall be permitted if:

- 1. The employer has not complied with the provisions of the Non-resident Employment Agreement, or
- 2. The non-resident worker has violated any law of the Commonwealth, misdemeanor and minor traffic violations excepted.

SECTION VII. PROCEDURES PRIOR TO TRANSFER.

Any employer desiring to change or transfer the job category of his non-resident worker or

to hire a non-resident worker currently working for another employer shall comply with the requirements of Section III hereof.

SECTION VIII. APPLICATION FOR TRANSFER:

A. Requirements. Not later than seven (7) days after the expiration of the job vacancy announcements upon a finding by the Chief that there is no resident available to fill the vacancy announced, he shall determine under what conditions and the period of time the employer shall be permitted to employ the non-resident worker to fill the vacancy. If the employer desires to employ the non-resident worker under those conditions and terms, he shall enter into a non-resident employment agreement with the Chief. The agreement shall be in a form as mentioned in Section IV A(1) hereof:

1. Upon execution of the Non-resident Employment Agreement, the employer shall present to the Chief a copy of a draft Non-resident Employment Contract for his review.
2. After the Chief finished reviewing the draft contract and had made any necessary changes or correction, the employer shall comply and file complete with the Division the following:
 - a. The original Non-resident Employment Contract with two (2) copies executed by the employer and the non-resident worker and notarized.
 - b. The Non-resident Worker's Affidavit executed in triplicate and sworn to by the worker and the photograph of the worker as required under Section IV(B)(2)(a) hereof.
 - c. Letter of release from the worker's present employer indicating that he is consenting to transfer his worker to the gaining or new employer and the reason(s) why he no longer needs or requires the services of said worker.

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- d. The worker's original criminal record with two (2) copies issued by the court(s) in the Commonwealth not more than thirty (30) days at the date of filing of the transfer application.
 - e. Proof of availability of work or project covering a period of six (6) months with the same requirement to be resubmitted thirty (30) days prior to the expiration of the first submittal.
 - f. The worker's certificates.
 - g. Proof of employer's income and certification by a bank or banks and/or Credit Union of the employer's financial account(s) and liability, if any.
 - h. The worker's most current health certificate.
 - i. Living quarters or housing inspection clearance as provided for under Section IV(B)(10).
 - j. Payment of a nonrefundable transfer application fee of Two Hundred Dollars (\$200.00).
3. Application for transfer shall be made, submitted, and filed complete with the Division thirty (30) days prior to the expiration of the worker's current certificate if the transfer is nearing the expiration date of the worker's certificate. Application for transfer made, submitted, and filed with the Division after the expiration of the non-resident worker's certificate shall be denied or disapproved.
 4. Review, Bonding, and Issuance of Certificate:
 - a. Review: Within fourteen (14) working days of the filing of the transfer application, the Chief shall approve or deny the application and notify employer. If the

application is denied, he shall notify the employer and the non-resident worker in writing of the denial and the reason(s) therefore.

- b. Bonding shall be as provided for under Section IV(B) hereof.
- c. Issuance of Non-resident Worker's Identification Certificate shall be as provided for under Section IV(C) hereof.

SECTION IX. RESTRICTIONS ON TRANSFER:

- A. A transfer of any kind whether from one job category to another with the same employer or from one employer to another may be authorized if:
 - 1. The employer died and the surviving spouse or the decedent's business is unable to continue employing the non-resident worker, or
 - 2. The employer abandoned his worker and flee the jurisdiction of the Commonwealth, or
 - 3. The employer is bankrupt, or
 - 4. The employer's business establishment is destroyed by natural calamity, disaster, or other acts of God.
- B. Transfer from unskilled position to another unskilled position or from a skilled position to another skilled position may be permitted if the worker possesses the requisite qualification(s) and experience and there is no resident worker available to fill the vacancy.
- C. No transfer shall be permitted if the employer or the non-resident worker has not complied with all provisions of the Act and the rules and regulations applicable to his prior employment duties and obligations or has a pending case before the Division or the court(s) in the Commonwealth.

- D. No transfer shall be permitted if the non-resident worker abandoned his present employment for any reason other than extreme cruelty or physical abuse, or has violated any law of the Commonwealth misdemeanor and minor traffic offenses excepted.
- E. Employer who is transferring his non-resident worker to another employer and will be filling the vacant position with another non-resident worker shall not be permitted to fill such vacancy with a non-resident worker.
- F. No transfer of any kind, whether from one job classification or title or occupational category to another with the same employer, or from one employer to another, shall be permitted if the Chief finds that prior to compliance with the requirements of Sections VII, VIII, and IX hereof and prior to issuance of the appropriate non-resident worker's identification certificate and entry permit the non-resident worker is already working for the new employer.

SECTION XI. OBLIGATIONS AND RESTRICTIONS:

A. Obligations:

1. The employer shall be responsible and liable for the medical insurance or payment of all medical expenses of his non-resident worker, 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.
2. The employer shall be responsible and liable for the repatriation cost of his non-resident worker back to the point of hire at the expiration or termination of the worker's employment contract, regardless of the nature of the termination.

3. The employer shall provide any non-resident worker under his employ a copy of the approved employment contract prior to or immediately upon arrival of the worker in the Commonwealth.
4. The employer shall pay any non-resident worker under his employ the applicable minimum wage and an overtime compensation of one and one-half times the hourly regular rate for any hour worked in excess of forty (40) hours a week, unless exempted by Public Law No. 1-20.
5. Any non-resident worker admitted into the Commonwealth for purposes of employment, and any family member who will be entering the Commonwealth as a dependent of such worker, shall have in their possession a certificate of freedom from any communicable disease executed not more than thirty (30) days preceding the date of entry into the Commonwealth by said worker or dependent by a physician licensed to practice medicine in the jurisdiction of issue:
 - a. Within ten (10) working days of initial entry of the non-resident worker or his dependent into the Commonwealth, he shall present himself to the Department of Public Health and Environmental Services for a physical examination. The non-resident worker or any of his dependents must surrender his certificate of freedom from communicable disease to the examining physician at the time of the examination.
 - b. Within ten (10) working days the Director of the Department of Public Health and Environmental Services shall transmit the surrendered certificate to the Chief his finding(s):
 1. Upon a finding by the Director that the health of the worker

or his dependent will present a significant danger to the health of the inhabitants of the Commonwealth or will require prolonged medical treatment, the Chief shall notify the employer and the worker or the affected family member and the person affected shall immediately surrender his certificate to the Chief for appropriate action. The employer shall make all necessary arrangements for the immediate departure of the affected person to the point of origin.

B. Restrictions:

1. Non-resident worker shall be employed only in the job classification and by the employer which the Chief has approved an employment contract with such worker and employer.
2. No employer or non-resident worker shall execute any contract, make any other agreement, or change any existing contract, in writing or otherwise, regarding the employment of such worker without the approval of the Chief, and no non-resident worker shall perform labor or services within the Commonwealth except pursuant to an approved contract or an approved change to such contract.
3. Any Non-resident Employment Contract or change thereto which has not been approved by the Chief or violates any provision of the Act or the rules and regulations promulgated herein shall be void, sufficient grounds for immediate revocation of the non-resident worker's certificate, and disqualification of an employer from employing or hiring any non-resident worker.
4. Any non-resident worker who is departing the Commonwealth to country or

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place other than his country or place of origin prior to the expiration or termination of his employment contract shall not be permitted unless his employment is directly connected with such travel as specified in the employment contract. However, the non-resident worker and his employer must obtain a clearance from the Chief.

5. Any non-resident worker who enters the Commonwealth of the Northern Mariana Islands for purposes of employment possessing a valid non-resident worker's identification certificate shall be prohibited from owning any business or engaging in any business activity or becoming an employer.
6. Any non-resident worker and accompanying family members shall depart the Commonwealth to their country of origin within twenty (20) days after the expiration of the non-resident worker's certificate or termination of the worker's employment contract, except that if such non-resident worker has filed a complaint against his or her employer with the Division of Labor or the court in the Commonwealth, he or she shall be permitted to remain in the Commonwealth for a reasonable period of time not to exceed three (3) months to permit his or her complaint to be reduced to a judgment.
7. Non-resident workers sent to his or her country of origin for violating any provision of the Act, or the rules and regulations promulgated herein, or any law of the Commonwealth, except misdemeanor or minor traffic violation, shall be prohibited to return to work in the Commonwealth.

SECTION XII. PARTICULAR PROJECT:

- A. Definition. Particular project means any project or undertaking of specific nature and duration either wholly or partially funded or subsidized by the Federal or the

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Commonwealth Government or by a private enterprise necessitating the services of highly technical, skilled, or trained workers to perform the project. The project shall be for the benefit and best interest of the Commonwealth.

B. Procedures and Requirements. Any employer who has a particular project must first attempt to locate qualified, resident workers and other workers present in the Commonwealth for employment in such project. If the employer could not locate such workers and he desires to use the services of non-resident workers, he must submit to the Chief a sworn declaration, signed under penalty of perjury, stating that he made every reasonable effort to locate qualified resident workers and other workers already present within the Commonwealth, but could not locate such workers, giving the names and addresses of the workers and employers or companies contacted and the job categories or positions to be filled. Within two (2) working days of the submission of the declaration mentioned hereinabove and the Chief is satisfied that there are no qualified workers in the Commonwealth to fill the vacant positions, he shall notify the employer in writing of his eligibility to employ non-resident workers for such project and to submit to the Division of Labor a written application:

1. The application must indicate name, address, and telephone number of the employer; name, description and location of the project; commencement and completion dates of the project; name, address, job classification, and rate of compensation of non-resident workers, and the exemption(s) requested. The application must be accompanied with the following:
 - a. The Non-resident Worker's Affidavit executed in triplicate and sworn to by the worker with a one and one-quarter inch by one and one-quarter inch (1 $\frac{1}{4}$ " x 1 $\frac{1}{4}$ ") nonpolaroid, frontal photograph pasted on each

of the affidavit bearing the signature of the worker on the front side.

- b. The non-resident worker's original criminal record as required under Section IV, Subsection 3 hereof.
 - c. Three (3) certified copies of the worker's Health Certificate as required under Section IV, Subsection 6 hereof.
 - d. Three certified copies of the worker's birth certificate.
 - e. Original and two (2) copies of the employment contract executed by the employer and the non-resident worker and properly notarized.
 - f. Three certified copies of the worker's marriage certificate, if applicable.
 - g. Copy of employer's business license.
 - h. Certified, true and correct copy of the project contract.
 - i. Living quarters or housing inspection clearance as required under Section IV, Subsection 10 hereof.
 - j. Original employment contract with two (2) copies executed by the employer and the non-resident worker and properly notarized.
 - k. Payment of a nonrefundable application fee of Twenty-Five Dollars (\$25.00).
- C. Review. Within three (3) calendar days of the receipt of the application and all supporting documents hereinabove mentioned, the Chief shall review the same to determine whether all requirements of the Act and the rules and regulations promulgated thereto have been met. If any of the requirements has not been met, the employer shall be notified immediately in writing to correct the deficiency within five (5) working days. If the deficiency is not

corrected within five (5) working days, the application shall be denied. The Chief shall give his reason(s) in writing for such denial. Upon a finding by the Chief that all of the requirements have been met, he shall notify the employer in writing to report to the Division of Labor for the execution of the Particular Project Exemption Agreement. The agreement shall be in a form as provided for by the Division and attached hereto as Appendix "F".

D. Issuance of Non-resident Worker's Certificate. Within two (2) calendar days of the execution of the Particular Project Exemption Agreement, the Chief shall issue the Non-resident Worker's Identification Certificate and forward it to the immigration authority for such immigration clearance as may be required by law and shall issue the appropriate entry document(s) within two (2) calendar days of its receipt. The certificate shall be in a form as provided for under Section V, Subsection C with inclusion of all restrictions as required by the Act.

E. Exemption. The Chief, with the approval of the Director, may authorize exemption(s) under the Act as enumerated below to any employer having a particular project if such exemptions are in the best interest of the public:

1. Reporting of vacancies and locating of resident workers (Section 6(a);
2. Filling of vacancies by resident workers registered with the Division and 30 days vacancy announcement (Section 6(b);
3. Submission of a draft Non-resident Employment Contract (Section 6(c)(7);
4. Bonding (Section 6(c)(8);
5. Thirty (30) days review and issuance of a determination (Section 6(d)(3);
6. Delivery of a bond or other surety from a recognized insurance company (Section 6(d)(4);

7. Payment of minimum wage and overtime compensation (Section 8(c));
 8. Record keeping and presentation upon demand Section 10(a), (b), and (c).
- F. Restriction. Any non-resident worker entering the Commonwealth pursuant to a Particular Project Exemption Agreement shall:
1. Not be permitted to transfer to another employer or to another project either with the same employer or any other employer;
 2. Depart the Commonwealth within twenty (20) days after the completion or termination of his work; and
 3. Not be permitted to be accompanied by any member of his family or relative.

SECTION XIV. TEMPORARY WORK PERMIT:

- A. Definition. Temporary Work Permit means a written order by the Chief or the Court authorizing a non-resident worker who has filed a complaint against his employer to remain and temporarily work in the Commonwealth for another employer pending reduction of his complaint to a judgment.
- B. Procedures and Requirements. Any employer desiring to employ a non-resident worker on a temporary basis pending resolution of his case before the Division of Labor or the Court must first advertise the job vacancy pursuant to Section III (C) hereof. After the expiration of the thirty (30) days job vacancy announcement and there is no resident worker available to fill the vacancy, the employer shall file a written application with the Division of Labor to employ the non-resident worker who has a pending case. The application shall indicate the name, business name, address, and telephone number of the employer; name, address, job classification or title, salary, work schedule, and place of employment of the non-resident worker; and

the Labor or court case number of the complaint filed. The application must be accompanied with the following:

1. Proof of the job vacancy announcement as mentioned in Section III (1) and (2)(a) hereof.
2. Sworn declaration stating that there is no resident worker available to fill the vacancy announced.
3. Most recent criminal record of the worker.
4. Nonrefundable application fee of Fifty Dollars (\$50.00).

Upon receipt of the application and the items listed under Section XIV (B)(1,2, 3, and 4) above, the Chief shall review the application and supporting documents and shall determine whether the employer and the worker meet all the requirements of the Act and the rules and regulations promulgated thereunder. If all requirements are met, the employer shall be notified to appear at the Division of Labor for execution of the Non-resident Worker's Temporary Employment Agreement. The Agreement shall be in a form as provided for by the Division and attached hereto as Appendix "G". Immediately upon execution of the Agreement, the Chief shall issue the Non-resident Worker's Temporary Permit. If any of the requirements of the Act and/or the rules and regulations has not been met and/or if upon a finding by the Chief that the employment of the non-resident worker is not in the best interest of the Commonwealth, the Chief shall deny the application. The employer and the non-resident worker shall be notified in writing of such denial and the reason(s) therefore.

C. Obligations and Restrictions:

1. Obligation:
 - a. The employer shall be responsible

for the board and lodging of the worker.

- b. The employer shall be responsible and liable for the payment of all medical expenses of the non-resident worker, including the cost of referral and evacuation for medical treatment outside of the Commonwealth, and the cost of embalming and transportation of the body back to the country of origin in the event of death of the non-resident worker.

2. Restrictions:

- a. Non-resident worker employed under a temporary work permit shall be employed only in the job classification or job title that he/she currently holds.
- b. The Temporary Work Permit shall be valid for a period of two (2) months or upon final disposition of the non-resident worker's case or action.
- c. Renewal may be granted upon written application by the employer at least seven (7) days prior to the expiration of the worker's current Temporary Work Permit. Renewal application fee shall be Fifty Dollars (\$50.00).

SECTION XV. RECORD-KEEPING:

- A. Employers shall keep in or about the physical premises where the non-resident worker is employed the following records and shall immediately present the same upon demand by the Division of Labor:
 - 1. The full name, present address, age, permanent address, 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 non-resident worker if he or she did not work each day in any workweek attested by the employer and the worker;

3. The payroll showing the number of hours worked each week, the pay period, gross compensation, deductions for tax and social security, if applicable, and the net payment of the worker; and
4. The number of job-related accidents or illnesses, the name of the injured or ill worker, type of injury or illness, amount of time lost from work, treatment, and whether hospitalization was required.
5. The mode of payment of the non-resident worker's salary shall be made by check and must contain the following information:
 - a. Name of employee
 - b. Pay period
 - c. Rate of compensation
 - d. Hours worked for:
 1. Straight time and remuneration
 2. Overtime and remuneration
 - e. Gross salary
 - f. Deductions for:
 1. Tax
 2. Social Security, and
 - g. Net salary

SECTION XVI. TERMINATION AND DEPARTURE:

- A. Notice of Termination. If the employment contract is terminated for cause or without cause prior to its expiration date by either the employer or the non-resident worker, the party terminating the contract

shall give the other party terminating the contract a minimum of fifteen (15) days advance, written notice, and not more than thirty (30) days, and shall provide a copy of the notice to the Division of Labor within twenty-four (24) hours of delivery or service of such notice to the other party.

1. The Notice of Termination shall state the name of the employer and the non-resident worker, the date of the Notice, the effective date of the termination, and the reason(s) for the termination. It must be signed by the party terminating the contract with the Non-resident Identification Certificate and Entry Permit attached thereto.
- B. Review of Termination. Upon receipt of the Notice of Termination, the Chief shall immediately review the reason(s) for termination. If the Chief finds that there is question as to whether the party terminating the contract has complied with all provisions of the Act, the rules and regulations promulgated herein, and the employment contract applicable to his/her employment duties and obligations, or if the non-resident worker files a complaint with the Division of Labor regarding the termination, he shall immediately initiate an investigation pursuant to Section XIX (B) hereof.
- C. Departure. If the Chief finds that the party terminating the contract has complied with all provisions of the Act, the rules and regulations promulgated herein, and the contract applicable to his employment duties and obligations, he shall notify the employer to make arrangement and procure an airplane ticket for the return of the non-resident worker to his point of hire.

SECTION XVII. LIVING CONDITIONS.

A. Living Quarters or Housing Clearance.
 The employer shall make available for the non-resident worker a safe, decent, and sanitary living quarters or housing. No application to hire or employ any non-resident worker shall be approved without a living quarters or housing clearance issued by the Department of Health Services, Department of Public Works, and the Department of Public Safety (Division of Fire Prevention). A request for such clearance shall be made to the Division of Labor for purposes of coordinating with the said Departments for a physical inspection of the living quarters or housing.

B. Site of Housing:

1. Grounds, around the worker's housing shall be adequately drained to prevent flooding, collection of waste water, and mosquito breeding.
2. Grounds around the worker's housing shall be maintained in a clean, safe, 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.

C. Shelter:

1. Worker housing shall be constructed in a manner which will provide protection against the elements, including wind, rain and flood, fire, and landslides.
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.
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 side-to-side and end-to-end.

- b. Elevation of single bedding shall be at least 12" from the floor.
4. Where workers cook, live, and sleep in a single room, a minimum of 100 square feet per person shall be provided.
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.
6. 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.
7. All exterior openings shall be screened with at least 16-mesh per inch material.
8. Each room in the housing shall be provided with adequate lighting, including artificial lighting at night appropriate for customary leisure activities.
9. An adequate and convenient water supply shall be provided for drinking, cooking, bathing, and laundry purposes.

D. Toilet Facilities:

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.
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.

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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 to natural ventilation, mechanical ventilation capable of exhausting at least 2 cubic feet per minute per foot of floor area may be provided.
 4. All outside openings shall be screened with at least 16-mesh material.
 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 employer.
 6. Toilet facilities shall have adequate lighting, including safe artificial lighting at night.
 7. An adequate supply of toilet paper in housing for more than four persons shall be assured by employer.
 8. Access to toilet facilities shall not include upon private sleeping quarters.

E. Laundry, Handwashing and Bathing Facilities:

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 persons.
 - c. One shower head for every ten or less persons.
 - d. One slop sink in each building used for laundry, handwashing, and bathing.
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.

F. Sewage and Refuse Disposal:

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.
2. 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.

G. Food Storage, Kitchen, and Eating Facilities:

1. Food or cooking facilities are to be provided wherever workers are provided common living quarters.
2. Cooking facilities shall be in an enclosed and screened shelter.
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 families, and in no case less than two burners.
4. Food shall be stored safe from contamination by water, dirt, poisonous substances, rats, flies, or other vermin.
5. Refrigeration facilities shall be provided for storage of perishable food.
6. No person with a communicable disease shall be employed in the preparation of serving of meals.

7. Facilities shall be adequate for insuring sanitary maintenance of eating and cooking utensils.
8. There shall be no direct openings from dormitory-type sleeping rooms into a room where meals are prepared.

H. Health Measures:

1. Adequate first-aid supplies be available at the living site for the emergency treatment of injured persons.
2. The employer shall report to the Department of Public Health and Environmental Services the name and address of any non-resident worker known to have or suspected of having a communicable disease.
3. The employer shall report to the Department of Public Health and Environmental 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.

SECTION XVIII. COMPLAINT:

- A. Filing of complaint: Any employer or non-resident worker may file a legitimate, enforceable complaint with the Division of Labor regarding violation of any provision of the Nonresident Workers Act, or the rules and regulations promulgated herein, or breach of any provision of the employment agreement or contract immediately or within a reasonable time not to exceed a period of three (3) months 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. Filing Fee: The complaint shall be accompanied with a filing fee of Twenty Dollars (\$20.00).
- D. Service of Complaint. 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 Commonwealth of the Northern Mariana Islands.

SECTION XIX. ENFORCEMENT:

- A. Compliance Monitoring. 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 non-resident worker, or conditions or practices, or housing conditions of the non-resident worker.
- B. Investigation. 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 non-resident worker, or housing conditions of the non-resident 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

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or housing of any non-resident worker, question or interview any employer, non-resident 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 non-resident 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:

1. 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 XX. ADMINISTRATIVE HEARING:

- A. Petition for Hearing. 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. Filing Fee. The appeal or petition shall be accompanied with a filing fee of Twenty-five Dollars (\$25.00).

C. Service of Appeal or Petition. 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. Hearing Officer. The Director shall serve as Hearing Officer or shall appoint a person as a Hearing Officer who is competent, impartial, and familiar with the administrative hearing processes.

E. Notice of Hearing. 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.

F. 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. 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 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.

- G. Settlement. 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 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. Issuance of Hearing Ruling. 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.

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

VACANCY ANNOUNCEMENT

INSTRUCTION: This Job Announcement shall be advertised for a period of thirty (30) days both in newspaper and radio or TV

NAME OF BUSINESS & EMPLOYER: _____

NATURE OF BUSINESS: _____

MAILING ADDRESS: _____

LOCATION OF BUSINESS: _____ TEL. NO(S): _____

JOB CLASSIFICATION: _____ NO. OF OPENING: _____

State in detail the minimum requirements for worker to perform satisfactorily the job duties described above:

EDUCATION & TRAINING: _____

WORK EXPERIENCE: _____

DUTIES: _____

WORK SCHEDULE:

DAYS: _____ TO _____
 HOURS: _____ TO _____

RATE OF PAY (Unless the job classification is exempted under Public Law 1-20, every employer shall pay his employee not less than the prevailing minimum wage and an overtime compensation of one and one half times the hourly regular rate for any hour worked in excess of 40 hrs. a week):

REGULAR: \$ _____ PER _____
 OVERTIME: \$ _____ PER _____

DATE OF EMPLOYMENT TO COMMENCE: _____

ISLAND(S) WORKER WILL WORK: _____

DATE SUBMITTED

EMPLOYER (TYPED NAME)

DATE

APPROVED BY:

Interested applicant contact the employer at Telephone No. _____ or the Job Placement Officer, Division of Labor, at Telephone No. _____.

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

AGREEMENT NO. _____

EMPLOYER'S APPLICATION AND NONRESIDENT EMPLOYMENT AGREEMENT

This Agreement is entered into between the Chief of Labor of _____, hereinafter 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 _____:

<u>Job Title</u>	<u>No. of Worker</u>	<u>Salary</u>
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- 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.
- J. The Employer shall maintain and keep records of any nonresident worker covered under this Agreement and shall immediately present the same to the Chief or his authorized representative upon demand and every _____ () months containing the following information:
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 Employer'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: _____

Chief of Labor

Date : _____

Employer

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

EMPLOYMENT CONTRACT

This Employment Contract is entered into by and between _____ of _____, hereinafter referred to as the Employer, and _____ of _____, hereinafter referred to as the Employee.

Requiring the services of a _____ and representing that he/she is qualified to fill the job category of a/an _____, the Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required to him/her in the above-mentioned job category as further provided below:

A. DUTIES AND RESPONSIBILITIES: The parties hereto agree that the Employee shall be employed only in the job category of a/an _____ and shall perform the following duties and responsibilities:

B. TERM: The term of this Contract shall be for a period of _____ commencing on _____ and ending _____.

C. AVAILABILITY OF WORK: The Employer shall make work available for the Employee at all times during the term of this Contract and guarantees a minimum of forty (40) hours of work per week for the Employee.

D. WORK DAYS AND HOURS: The Employee shall work _____ to _____, a total of _____ hours per week.

E. COMPENSATION: In consideration of the services to be performed by the Employee, the Employer agrees to pay the Employee compensation in the amount of:

1. \$ _____ per _____ and
2. \$ _____ per _____ for overtime compensation payable every _____ interval.

F. DEDUCTIONS: Commonwealth of the Northern Mariana Taxes and Social Security, if applicable, shall be withheld from the Employee's salary each pay period as provided below:

1. \$ _____ for tax, and
2. \$ _____ for Social Security.

G. PRINCIPAL PLACE OF WORK: The Employee's principal place of employment shall be on _____, Commonwealth of the Northern Mariana Islands. 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.

H. REPATRIATION COST: 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.

I. INSURANCE/MEDICAL EXPENSES: 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.

J. HOLIDAYS: The Employee shall be entitled to observe the holidays check below with pay:

- | | |
|--|---|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Veteran's Day |
| <input type="checkbox"/> Commonwealth Day | <input type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Martin Luther King, Jr. | <input type="checkbox"/> Constitution Day |
| <input type="checkbox"/> President's Day | <input type="checkbox"/> Christmas Day |
| <input type="checkbox"/> Covenant Day | <input type="checkbox"/> Ash Wednesday |
| <input type="checkbox"/> Memorial Day | <input type="checkbox"/> Good Friday |
| <input type="checkbox"/> Independence Day | <input type="checkbox"/> Ascension Thursday |
| <input type="checkbox"/> Labor Day | <input type="checkbox"/> Assumption of May |

K. NOTIFICATION OF NEXT-OF-KIN: 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:

L. The Employer shall provide the Employee with the following:

- 1.
- 2.
- 3.
- 4.
- 5.

M. TERMINATION: It is fully understood that the term of this Employment Contract is for a period of _____; however, the parties hereto have mutually agreed that this Contract may be terminated earlier as specified herein below:

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.
 - 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 or having;
 6. Engaging in any unauthorized employment or any business activity by the employee;
 7. Unauthorized taking or use of another person's property;
 8. Incompetence or misrepresentation of the qualification 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:

- N. MINIMUM WAGE: In the event that the minimum wage is increased prior to the expiration of the term of this Contract, the Employer shall pay the employee the applicable minimum wage on the effective date of such increase, provided, however, that the Employee's occupational category or job title is not exempted under the Minimum Wage and Hour Act of 1978 (Public Law 1-20, as amended).
- O. REMITTANCE/OTHER OBLIGATIONS: The Employee shall be responsible for remitting any money to his/her family and payment of any tax as required by his/her government in his/her country of origin.
- P. ENTIRE AGREEMENT: The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede 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:

EMPLOYER (TYPED NAME)

DATE:

EMPLOYEE (TYPED NAME)

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS)
)ss. ACKNOWLEDGEMENT
_____, NORTHERN MARIANA ISLANDS)

On this ____ day of _____, 19 ____, personally appeared before me _____, 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 on this ____ day of _____, 19 ____.

NOTARY PUBLIC

My commission expires on the ____ day of _____, 19 ____.

)
)ss. ACKNOWLEDGEMENT
)

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 on this ____ day of _____, 19 ____.

NOTARY PUBLIC

My commission expires on the ____ day of _____, 19 ____.

DATE: _____ APPROVED BY: _____
CHIEF OF LABOR

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

- New
- Renewal
- Transfer

Affiant's Photograph
 1-1/4"x1-1/4"
 (non-polaroid)
 Signed by Affiant
 on Front Side

NONRESIDENT WORKER'S AFFIDAVIT AND APPLICATION
 FOR IDENTIFICATION CERTIFICATE

I, _____, being duly sworn, declare as follows:

1. That I am a citizen of _____, and a legal resident of _____, currently residing at _____.
2. That I was born on _____ at _____.

3. That I am (check appropriate box):

- | | |
|---------------------------------|--|
| <u>SEX</u> | <u>MARITAL STATUS</u> |
| <input type="checkbox"/> Male | <input type="checkbox"/> Single |
| <input type="checkbox"/> Female | <input type="checkbox"/> Married |
| | <input type="checkbox"/> Divorced |
| | <input type="checkbox"/> Widow/Widower |

having been married to _____ on _____ at _____, as shown in the attached Married Certificate, and have the following dependent(s):

<u>Name</u>	<u>D.O.B.</u>	<u>Address</u>	<u>Relationship</u>
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4. That I am applying to work for _____ of _____ as a _____.
5. That I possess and meet the requisite occupational qualification of a _____ as published in the Vacancy Announcement by my prospective employer and as proof, therefore, offer the following:

A. EDUCATION (Attach certificate, diploma, or degree):

Name and address of schools, colleges, and universities	Field of Study	From Mo. Yr.	To Mo. Yr.	Certificate, diploma, and degree received

B. WORK EXPERIENCE (List all jobs held by you. Use Attachment "A" if necessary):

1. Name and address of employer:
2. Kind of business:
3. Job title:
4. Duties:
5. Date started:
6. Date left:
7. Reason for leaving:

C. SPECIAL TRAINING AND SKILL:

6. That I have never been convicted of a felony or other crime involving moral turpitude as shown in the attached Criminal Record/Police Clearance.

7. That I am free from any communicable disease and I am both physically and mentally healthy to work as a _____ as shown in the attached Medical/Health Certificate.

8. That this Affidavit is offered in support of my application for a Nonresident Worker's Identification Certificate to be able to enter and work in the Commonwealth only for the employer and in the job classification or title as authorized by the Division of Labor and as shown in my Nonresident Worker's Certificate and I am prohibited by law to own a business or be engaged in any business activity.

9. Under penalty of perjury, I declare that I have read the foregoing and the attachment thereto and to the best of my knowledge and belief the information presented therein are true, correct, and complete.

Dated this _____ day of _____, 19____.

Affiant-Applicant

Subscribed and sworn to before me, the undersigned notary public in and for the
this _____ day of _____, 19____.

Notary Public

My commission expires on the _____ day of _____, _____.

ATTACHMENT "A"

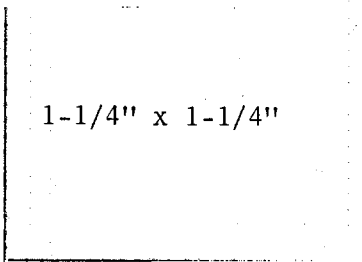
B. WORK EXPERIENCE (Cont'd)

1. Name and address of employer:
2. Kind of business:
3. Job title:
4. Duties:
5. Date started:
6. Date left:
7. Reason for leaving:

COMMONWEALTH GOVERNMENT OF THE NORTHERN MARIANA ISLANDS
DIVISION OF LABOR & IMMIGRATION & NATURALIZATION SERVICES
, NORTHERN MARIANA ISLANDS

Non-resident Worker's
Photograph (Non-Polaroid)

NONRESIDENT WORKER'S IDENTIFICATION CERTIFICATE



1-1/4" x 1-1/4"

FAMILY NAME FIRST MIDDLE

LEGAL RESIDENCE CITIZENSHIP

COMMONWEALTH ADDRESS JOB CLASSIFICATION

EMPLOYER'S NAME

EMPLOYMENT AGREEMENT
NO. _____

DATE ISSUED: _____
DATE EXPIRED: _____

CHIEF, DIVISION OF LABOR
DEPUTY DIRECTOR OF COMMERCE AND LABOR

AUTHORITY

ENTRY PERMIT
NO. _____

DATE ISSUED: _____
DATE EXPIRED: _____

CHIEF OF IMMIGRATION

AUTHORITY

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 _____
hereinafter 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 and accepts 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 particular project described as _____ in the job classification or title and salary as stated below on the island of _____, Commonwealth of the Northern Mariana Islands, commencing on _____ and ending on _____.

<u>Job Title</u>	<u>No. of Worker(s)</u>	<u>Salary</u>
------------------	-------------------------	---------------

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;
2. 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: _____

CHIEF OF LABOR

Date: _____

EMPLOYER

Commonwealth Register, Volume 8, Number 5, page 4535 is missing from the original document. The Law Revision Commission has been unable to obtain a copy of this page.

/s/ Stacey D. Conner
Staff Attorney, Administrative Code
January 11, 2006

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

TEMPORARY WORK AGREEMENT
 NO. _____

EMPLOYER'S NONRESIDENT TEMPORARY WORK AGREEMENT

This Agreement is entered into between the Chief of Labor of _____, hereinafter 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 _____ () non-resident worker(s) for temporary employment in the job classification or title and salary as stated below on the Island of _____, Commonwealth of the Northern Mariana Islands, commencing on _____ and ending two (2) months thereafter on _____.

<u>Name</u>	<u>Job Title</u>	<u>Salary</u>
-------------	------------------	---------------

B. The nonresident worker(s) mentioned hereinabove shall work _____ () days a week _____ to _____ from _____ to _____ and shall perform the following duties:

C. The Employer shall utilize the nonresident worker(s) covered under this Agreement to train resident worker(s) whenever feasible.

D. The Employer shall provide board and lodging for the nonresident worker(s).

E. The Employer shall be responsible and liable for the insurance or payment of all medical expenses of the nonresident worker(s) covered under this Agreement, including the cost of referral and evacuation for medical treatment outside of the Commonwealth, and the cost of embalming and transportation of the body back to the country of origin in the event of death of the nonresident worker(s).

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

G. The Employer shall maintain and keep records of any nonresident worker covered under this Agreement and shall immediately present the same to the Chief or his authorized representative upon demand and at least seven (7) working days prior to the expiration of this Agreement containing the following information:

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.

H. 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 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: _____

Chief of Labor

Date: _____

Employer

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

TEMPORARY WORK AUTHORIZATION

1-1/4"x 1-1/4" PHOTOGRAPH	FAMILY NAME		FIRST	MIDDLE
	LEGAL RESIDENCE			CITIZENSHIP
	COMMONWEALTH ADDRESS			JOB CLASSIFICATION
	EMPLOYER'S NAME			CASE NO.

TEMPORARY WORK AGREEMENT NO. _____

DATE ISSUED: _____

DATE EXPIRED: _____

CHIEF, DIVISION OF LABOR

AUTHORITY

INSTRUCTION:

The nonresident worker must carry this authorization on his person at all times or otherwise make it readily available for immediate presentation upon demand by authorized officials of the Division of Labor.

This authorization may be renewed upon written request by the employer at least seven (7) days prior to the expiration of this authorization.

This authorization automatically expires upon final disposition of the nonresident worker's case.

RESTRICTION:

The nonresident worker shall be employed only in the job classification and by the employer as shown on the reverse side.

The nonresident worker is prohibited from owning any business or engaging in any business activity.

The nonresident worker must report to the Public Health and Environmental Services for physical examination if his/her employment in the Commonwealth will continue for more than one (1) year.

REVOCATION:

This authorization may be revoked at any time for violation of any provision of Public Law 3-66, the rules and regulations promulgated thereunder, or any law of the Commonwealth, misdemeanor and minor traffic violation excepted.

Filed this 15th day of

Aug. 19 86

PUBLIC NOTICE Office of Registry of Corporations
Commonwealth of the Northern Mariana Islands

Pursuant to Title 3, Division 2, Chapter 3 of the Commonwealth Code, the Commonwealth Board of Nurse Examiners hereby announces that the National Council Licensure Examination for Practical Nurses (NCLEX-PN) will be conducted on:

Date: October 15, 1986

Time: 9:00 a.m. - Part I
1:00 p.m. - Part II

Place: 7th Floor Nauru Building, Susupe, Saipan

Candidates scheduled to sit for the above examination are requested to report to the testing site no later than 8:30 a.m.

Further information regarding the examination may be obtained from the following Board members:

- Elizabeth S. Torres Public Health Center
Tel. 234-6241/6117
- Delfina V. Manibusan Public Health Center
Tel. 234-6241/6117
- Christine F. Kapileo Dr. Torres Hospital
Tel. 234-6110/6112
- Juan C. Cepeda Tinian Health Center
Tel. 433-9233
- Rita C. Flawau Rota Health Center
Tel. 532-9461

Aug. 15, 1986
Date

Delfina V. Manibusan
Delfina V. Manibusan, R.N.
Vice-Chairperson/Secretary
Commonwealth Board of Nurse
Examiners

NOTICIA PARA I PUBLICKU

Segun i Titulo 3, Division 2, Kapitula 3, i Commonwealth Board of Nurse Examiners esta gui pago na haanunnuncia i mamaila na National Council examinasion para i practikat siha na infitmera (NCLEX-PN) ni para uma conducta gi:

Fetcha: Octubre 15, 1986

Ora: 9:00 a.m. - Patte 1
1:00 p.m. - Patte 2

Lugat: 7th Floor Nauru Building, Susupe, Saipan

Todo infitmera ni para umachule este na examinasion man ma sosoyu na ufan matto guato gi lugat i examinasion antes de alas ocho imedia gi ega'an.

Pot mas infotmasion pot este na examinasion sina-ha machule ginen i sigiente siha na membron i Commonwealth Board of Nurse Examiners:

Elizabeth S. Torres---Public Health Center
Tel. 234-6241/6117

Delfina V. Manibusan--Public Health Center
Tel. 234-6241/6117

Christine F. Kapileo--Dr. Torres Hospital
Tel. 234-6110/6112

Juan C. Cepeda-----Tinian Health Center
Tel. 433-9233

Rita C. Flawau-----Rota Health Center
Tel. 532-9461

Aug. 14, 1986

Fetcha

Delfina V. Manibusan, R.N.

Delfina V. Manibusan, R.N.
Vice-Chairperson/Secretary
Commonwealth Board of Nurse
Examiners