

YUOK TRIBE

**TRIBAL EMPLOYMENT RIGHTS OFFICE**

190 Klamath Blvd., P.O. Box 1027 Klamath, California 95548 (707) 482-1350 (707) 482-1377 Fax



Jobs in the private employment sector are an important resource on the Yurok Reservation, thus the Yurok Tribe is committed to securing such jobs for its Tribal members and local Indians as they become available. Furthermore, the Tribe helps drive the local economy and asks employers to use local goods and services when developing a project, with first preference given to qualified Indian-owned businesses and entrepreneurs.

**Contractor Obligations:**

**As a contractor/subcontractor conducting business within the Yurok Tribe’s Ancestral Territory, or with the Yurok Indian Housing Authority (YIHA), your specific obligations under the Tribal Employment Rights Ordinance (TERO), TERO Permit and Indian Preference Plan include the following:**

1. Provide TERO with a precise listing of positions you will use on this project from the superintendent on down, and the number of each craft. Contractors/employees shall be required to hire and maintain as many local Tribal Members as apply for and are qualified for each craft or skill. The order of hiring shall be according to the Tribe’s Hiring Preference Policy as follows:
  - Tier 1: Qualified Yurok Tribal Members
  - Tier 2: Spouses of Yurok Tribal Members
  - Tier 3: Other Indians of Federally recognized Tribes
  - Other qualified persons
2. Identification of Core/Key Employees. A Core/Key employee is an employee of a covered employer in a managerial or project supervisory position, or who performs an essential job function as identified on a case by case basis by TERO and prior to issuance of a TERO Permit.
3. The contracting and subcontracting preference shall be manifested through giving bidding preference to Indian-owned businesses. Indian Preference Applications and Certification are obtained through the TERO Office.
4. Inform TERO of all signatory trade unions to be involved in the project. TERO obligations have priority over union obligations by a contractor signatory to any trade unions. However, TERO will consider Indian workers of the trade unions in order for contractors to meet their hiring goals.
5. Notify TERO of all job vacancies. All available Indian applicants shall be considered first before any non-Indians are considered for employment and training. If no qualified Indians are available, TERO will provide a consent form to waive this obligation.

6. Employees referred by the TERO office will have preference in retention of employment from the beginning to the end of the project. Inform TERO of any lay-offs.
7. Before any TERO referral is terminated from the project you must inform TERO immediately to allow for informal counseling.
8. Allow on-site inspections by TERO representatives.
9. Provide copies of certified payroll reports to the TERO office upon request.
10. No work on the scheduled project will begin until all applicable agreements are signed and a TERO Permit has been issued. Failure to sign the required agreements shall serve as just cause for the contractor/subcontractor to be subject to sanction(s) as prescribed in the TERO Ordinance.
11. Any employer, contractor, subcontractor, or union who violates the TERO Ordinance or the rules, regulations, or orders promulgated by the TERO Officer or Council will be subject to penalties for such violations, including the maximum monetary civil penalty permitted under the Indian Civil Rights Act of 1968, 25 U.S.C. § 1302. Every day during which a violation exists shall be deemed a separate occurrence. (See the Yurok Tribe TERO Ordinance, Chapter 8, for Enforcement & Sanctions.)

**Certification of Service:**

I, \_\_\_\_\_, respectfully submit as evidence by my signature that I understand my obligations of Indian Preference hiring as a contractor conducting business on the Yurok Reservation or with the Yurok Indian Housing Authority. I attest to the fact that the TERO representative whose signature is found below did in fact explain these specific obligations and allowed for an opportunity to represent questions, comment or discussion on these requirements related to this agreement.

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Company/Contract Representative	Position	Date
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Company Name

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TERO Representative	Position	Date
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## **Labor Force Projection - Section A: Project Information**

PROJECT:			
EMPLOYER/SUPPLIER:			
MAILING ADDRESS:	CITY	STATE:	ZIP:
E-MAIL:	PHONE:	FAX:	CELL:
CONTACT PERSON:	PHONE:		
SCOPE OF WORK:			
START DATE:	COMPLETION DATE:		
AMOUNT OF CONTRACT:	TERO FEE: 5% of Total Project Cost		

### **TERO Fee:**

With respect to each project/contract or subcontract of \$5,000.00 or more, operating within the exterior boundaries of the Yurok Indian Reservation or with the Yurok Indian Housing Authority, the contractor shall pay a onetime fee of 5% of the total project/contract costs (i.e. equipment, labor, materials and operations), and any increase of the contract/project or subcontract amount prior to commencing work. If the covered employer initially enters into a contract/project or subcontract of less than \$5,000.00, but subsequently increases costs, as a result in the total contract/project or subcontract amount of \$5,000.00 or more, the fee shall apply to the total amount including increases.

Checks are to be made payable to: YUOK TRIBE TERO.

### **Job Qualifications, Personnel Requirements & Cultural Traditions Requirement:**

An employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Native Americans which are not required by business necessity. Any education &/or certification(s) required of TERO members for employment must also be provided for all employees of the covered employers within the same classification. The TERO Officer will review the job duties and may require the employer to eliminate the personnel requirements at issue. Employers shall also make reasonable accommodation to the tribal holidays and cultural traditions of Native workers.

## **Labor Force Projection - Section B: Work Force**

**Core/Key Employees:**

Name	Position	Wage	Hire Date	Native: Y/N

**Tribal Member Hiring:**

The TERO representative shall establish and administer a Tribal hiring opportunity to assist employers in placing preferred employees in job positions. An employer may recruit and hire workers from whatever sources are available to them to achieve the same preference hiring goals, but is subject to inform the TERO representative. The employer may not employ a non-local Indian until the employer has given the TERO office 72 hours to locate and refer a qualified local Indian.

Positions needed for Project	# of Positions	Wage	Start Date/End Date

**Contracting & Subcontracting:**

The preference requirements contained in the TERO Ordinance shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting subcontract specifications. The covered employer shall have the initial and primary responsibility for ensuring that all contractors and subcontractors comply with these requirements. TERO Certified Indian Firms that are qualified and come within 5% of the low bid, will be provided negotiated preference.

**All Subcontractors must submit an Indian Preference Plan to be negotiated with TERO.**

## **Labor Force Projection - Section C: Compliance**

I declare that all the answers and statements are true, correct and complete to the best of my knowledge. I understand that untruthful or misleading answers are cause for denial of my application and may follow under the Yurok Tribe TERO Ordinance, Chapter 8:

**Enforcement and Sanctions** - A covered employer who violates this ordinance shall be subject to sanctions for such violations. Such sanctions shall be remedial in nature and shall be designed and intended to compel compliance, prevent future violation, or compensate injured parties and shall include, but not be limited to:

- Denial of right to commence or continue business or contracts inside the Yurok Indian Reservation, with a Tribal entity, or involving Tribal funds;
- Suspension of all operations inside the Reservation;
- Debarment or prohibition from engaging in commerce or contracts on Yurok lands;
- Payment of back pay and damages to compensate any injured party;
- An order to stop work until the provisions of the TERO ordinance are satisfied;
- An order to summarily remove employees hired in violation of the TERO Ordinance;
- An order requiring employment, promotion and training of Indians injured by the violation;
- An order mandating changes in procedures and policies necessary to eliminate or correct the violation;
- An order making any other provisions deemed by the Tribal Council and Tribal Court to alleviate, eliminate or compensate for any violation; and
- Imposition of monetary civil penalties for each violation. Each day during which a violation exists shall constitute a separate violation.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Please submit application to: Yurok Tribe TERO P.O. Box 1027 Klamath, CA. 95548 or  
llhodge@yuroktribe.nsn.us**