

PASCUA YAQUI TRIBE

TRIBAL EMPLOYMENT RIGHTS OFFICE

CONTRACTORS AGREEMENT WITH THE TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)



Whereas, it is the policy of the Pascua Yaqui Tribe (hereinafter "Tribe") to require all CONTRACTORS working for the Tribe to give employment preference to Indians and to comply with specific TERO requirements and the TERO Ordinance, and;

Whereas, a CONTRACTOR working or proposing to engage in work for the Pascua Yaqui Tribe must obtain a written agreement from the Tribal Employment Rights Office (TERO) stating that the CONTRACTOR will comply with the specific TERO requirements and the TERO Ordinance, and;

Whereas, the _____ (hereinafter CONTRACTOR) is proposing to engage in work for the Pascua Yaqui Tribe.

Therefore, the Pascua Yaqui Tribe and the _____ (CONTRACTOR) do hereby enter into the following agreement in satisfaction of the Tribal policy:

1. The CONTRACTOR agrees to give absolute preference to Indians in all phases of employment including recruiting, hiring, training, promotion, pay increase, transfer, layoff and termination. Indians will be given preference in obtaining any apprentice or training positions on the specific work project. This means that for any job on the specific work project, except previously identified and agreed upon key personnel of the CONTRACTOR, a qualified Indian will be given preference over a qualified non-Indian for all work performed for the Tribe.
2. If the CONTRACTOR determines that an Indian applicant is not qualified for the job, it shall inform the Indian applicant and the TERO, in writing, of the specific skills lacking and the type of training that person would need to be qualified.
3. The CONTRACTOR agrees that before beginning work for the Tribe it will provide written notice to the TERO, two weeks in advance of the start of any work, including; date of project work to begin, anticipated length of the project, expected number of jobs to be performed by skill category, if construction work, number of apprentice and journey level slots, with ratio by skill category, basic qualifications for each skill category (e.g., years of experience, education level, specific skills, etc.).
4. The CONTRACTOR agrees to provide weekly payroll reports to the TERO showing the following information on all Indians and non-Indian workers: name, social security, address, wage or salary paid (hourly, weekly, depending upon method of computing), total hours worked, skill category or job title, and racial/minority designation.

PASCUA YAQUI TRIBE

TRIBAL EMPLOYMENT RIGHTS OFFICE



5. The CONTRACTOR agrees to advise the TERO immediately of any personnel problems encountered with any referred Indian employees and agrees that no referred Indian worker shall be fired or laid off without first notifying the TERO. If a referred Indian employee's behavior is disrupting or unduly delaying the work being performed on the job site, the referred Indian employee may be temporarily suspended until the problem is discussed with the TERO. In no case shall resolution be delayed beyond 48 hours.
6. The CONTRACTOR agrees that no qualified referred Indian employee shall be laid off while there is a non-Indian employee remaining in the job category.
7. The CONTRACTOR agrees to provide the TERO, in writing, an Indian Preference Plan, no later than two weeks prior to beginning work for the Tribe. This Plan shall include: (a) recruiting, outreach, and affirmative action steps to be taken to hire Indian people; (b) by skill category, total number of jobs to be performed; and (c) basic qualifications needed to fill each job category.
8. The CONTRACTOR hereby agrees to comply with the Tribal Employment Rights Ordinance.
9. The Tribe and its Tribal Employment Rights Office (hereinafter TERO) agrees to seek qualified Indians for jobs and refer them to the CONTRACTOR. The CONTRACTOR agrees to post all jobs, listed by skill category, qualifications, and dates of expected employment, with the TERO in writing, in advance of need, in case of construction jobs, and five working days in advance for non-construction jobs to be performed.
10. The TERO agrees to provide and refer dependable, productive workers, work in full cooperation with the CONTRACTOR to meet the Indian Preference plan's goals and timetables, conduct site inspections as deemed necessary, and examine CONTRACTOR payroll records when necessary to confirm payroll reports.
11. Key personnel/positions (Excluding trade positions) to be working on the Project are:

<u>Position</u>	<u>Name</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PASCUA YAQUI TRIBE

TRIBAL EMPLOYMENT RIGHTS OFFICE



Authorized CONTRACTOR Official

Tribal Employment Rights Officer

Print Name and Title

Printed Name

Date

Date