

# PASCUA YAQUI TRIBE

## TRIBAL EMPLOYMENT RIGHTS OFFICE

### LABOR FORCE REQUEST 60-HOUR NOTICE



CONTRACTOR John Doe's Landscaping, LLC TELEPHONE 000-000-0000 DATE 00 / 00 / 0000

SUPERVISOR John Doe PROJECT PYT Reservation: 50 Homes

Employer will be available for interviews/testing on Must be on a Friday Date, 2022 at 9 : 00 am/pm

The TERO Office can be utilized for the interview process

JOB TITLE	NO. OF POSITIONS	REQUIRED EXPERIENCE
<u>Fence Installer</u>	<u>5</u>	<u>2 Year</u>
<u>Asphalt-Raker</u>	<u>3</u>	<u>1 Year</u>
<u>Asphalt- Shoveler</u>	<u>4</u>	<u>1 Year</u>
<u>Asphalt -Spreader</u>	<u>5</u>	<u>1 Year</u>
<u>Laborers</u>	<u>2</u>	<u>Optional</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

COMMENTS/SPECIAL INSTRUCTIONS    
   
 

The following job(s) need to be filled, to report for work at 6 : 00 am/pm on 00 / 00 / 0000

Duration of Work (length of time requested workers will be needed): 0 /Day(s) 0 /Week(s) 0 /Month(s)

SIGNATURE OF REQUESTER John Doe

### -TERO OFFICE USE ONLY-

COMMENTS/SPECIAL INSTRUCTIONS    
 

STAFF SIGNATURE   DATE COMPLETED

# **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 John Doe's Landscaping, LLC. (hereinafter CONTRACTOR) is proposing to engage in work for the Pascua Yaqui Tribe.

Therefore, the Pascua Yaqui Tribe and the John Doe's Landscaping, LLC. (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.

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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>
Owner	John Doe 1
Manager(s)	John Doe 2
Supervisor(s)	John Doe 3
Foreman(s)	John Doe 4
This page lists Management Positions ONLY	
Do Not List Trades or Laborers Here	

# PASCUA YAQUI TRIBE

## TRIBAL EMPLOYMENT RIGHTS OFFICE



*John Doe*

Authorized CONTRACTOR Official

John Doe

Print Name and Title

1//1/2022

Date

Tribal Employment Rights Officer

Printed Name

1//1/2022

Date

# PASCUA YAQUI TRIBE

## TRIBAL EMPLOYMENT RIGHTS OFFICE

### TERO CHECKLIST



INITIAL

1. BACKGROUND-The Tribe passed the Tribal Employment Rights Ordinance in 1981 and began enforcing through the TERO Director/Department in January 1982. In addition to Tribal Law, Federal Law prescribes Indian preference in Employment (Civil Rights Act 1964- Title VII; OFCCP regulations- "On or Near"; EEOC Contract with PYT TERO).
2. DEFINITIONS-  
"Indian Preference"-Qualified Indian people are given absolute preference over qualified non-Indians for all work performed on the Reservation.  
  
"Key Personnel"-Only the Employer's supervisory/management positions are exempt from Indian Preference. These positions and/or names must be listed in the Employer/TERO Agreement prior start-up of work.  
  
"Indian"-An Enrolled member of a Federally Recognized Native American Indian Tribe and in the case of Pascua Yaqui Tribe, a Yaqui Tribal Spouse. Any Non-Yaqui Tribal Member must provide proof of Tribal Enrollment.
3. For projects with a start and completion date employers must submit, two weeks prior to start-up of project, a projected work schedule with Labor Forecast, including numbers and types of personnel to be utilized on the project.
4. Although we screen applicants, the employer's Supervisor, Foreman, Superintendent or owner may interview the referred Tribal Members. If equipment is involved, employer has the prerogative of testing for job knowledge.
5. For all jobs on the Reservation employer must give TERO 60 hours' notice to locate, screen and refer Indian applicants; more time would be in the best interests of employer, so company may find its own employees if no Qualified Indians are available. If TERO is unable to refer a qualified Indian, the job is released by TERO and employer may then fill the position. One exception however, is a Laborer position, this position is strictly reserved for Enrolled Tribal Members. In this 60-hour notice, we need to know job position, number of positions and required experience and approximately how long the job will last.

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## TRIBAL EMPLOYMENT RIGHTS OFFICE

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6. If a Tribal Member shows up at your worksite for Employment without a TERO Referral, send them to the TERO office. JD
7. APPRENTICES/HELPERS/TRAINEES- Any such openings must be filled by Tribal Member if available, either from TERO or through Union, (if Union signatory employer). If Union has no Tribal Members, it must use our referred Tribal Members. JD
8. Union and Union Employer must sign Union/Employer/TERO Agreement. If Union cannot provide Tribal Members Journeymen or apprentices from their lists, they must hire referred Indians from TERO, and follow requirements in Agreement. JD
9. Should Employer violate TERO regulations, or should it appear So, TERO will first deliver a "Non-compliance Notice", Requesting a meeting to resolve the problem. Should Resolution fails to be reached, the Ordinance provisions will Be followed with regards to sanctions/penalties and appeals. JD
10. Employers are to abide by DOL/BAT "Ratio of Apprentices To Journeymen" unless other ratios are negotiated by TERO with BAT. JD
11. WAGE SCALES-Employers are to abide by Davis-Bacon Wage Decision, if applicable; or to the Tribe's agreed upon Scale with Employer. TERO will monitor Payroll Reports (Due weekly, the week following pay period) for: proper Pay scale, equitable pay, ratio of Apprentices and ratio of Tribal Members to non-Tribal employees. JD
12. REPORTS-
  - A. Work schedule with Personnel Requirements (refer to Above #3). JD
  - B. Weekly Payroll Report, to Contracting Officer, with copy to TERO. JD
  - C. Indian Company Utilization-evidence in writing from The Prime Company, of having contacted Tribal-owned Companies for interest in bidding with the Prime Contractor. JD
13. If you believe any referred Tribal Member is not qualified to do The job hired for, TERO should be brought in immediately to Observe and have pointed out what the Tribal Member is lacking or unable to do. This avoids future problems for all. JD

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14. FEMALE WORKERS-Since you may have female workers on your crews, It is advisable for you to meet with the entire (all) crew(s) At the beginning of the job to make it clear that no sexual Harassment will be tolerated, from males or females; that During working hours, their conduct should be "strictly work-related". Harassment includes, but is not limited to: jokes Or "joking" remarks about the opposite sex; touching, of any Kind; "passes" during working hours; threats regarding job Retention or advancement if sexual favors are granted; Dissimilar treatment of employees based on sex or sexual Preference. On the other hand, female workers should not be Sheltered or given work any different from men. *JD*
15. EMPLOYEE RELATIONS-We expect employers to follow their Personnel policies however we request that the employer, if Experiencing any type of problem with referred Tribal Members, call the TERO as soon as possible. Please do not fire anyone on the spot unless he/she is endangering the project or other People. Give the employee a warning and tell him/her you are advising the TERO office. The TERO office will note the action in employees file; determine whether to meet with employee; discuss with Foreman or Superintendent: and if needed work out a resolution. If you wait too long to get us involved, and we receive a Formal complaint from the employee, the situation becomes Much more difficult to solve equitably, as facts are lost When memory fails after a period of time. The one exception Is that we request that you do not take final termination Steps without first notifying the TERO office. *JD*
16. LETTER OF AGREEMENT-The Employer must sign the Contractor/ TERO Agreement, naming their Key Personnel or positions. *JD*

COMPANY NAME John Does Landscaping, LLC.

PROJECT NAME PYT Reservation (Project Info: Name, Place, Or Address)

(SIGNATURE) *John Doe* DATE 1/1/2022  
COMPANY REPRESENTATIVE

(SIGNATURE) \_\_\_\_\_ DATE \_\_\_\_\_  
TERO REPRESENTATIVE