

Hoopa Valley Tribal Council
TRIBAL EMPLOYMENT RIGHTS OFFICE/H.R.

103 Willow St. ~ PO Box 1467 ~ Hoopa, CA 95546
Phone (530) 625-9200 Ext. 14 ~ Fax (530) 625-4269



May 18, 2012

TO: ALL EMPLOYERS, CONTRACTORS AND/OR SUB-CONTRACTORS

FROM: PENNY L. CORDOVA, TERO DIRECTOR

RE: COMPLYING WITH TRIBAL AND FEDERAL EMPLOYMENT LAWS

The Tribal Employment Rights Office (hereafter "TERO"), on the Hoopa Valley Indian Reservation, has been implemented to assist **employers, contractors and/or sub-contractors (hereinafter called "Employer")** towards meeting the required rules and regulations of the Hoopa Valley Tribal Council, also the employment laws of the U.S. Government.

TERO .01 FORM: This form is an agreement between your firm and the Hoopa Valley Tribal Council allowing you and your company to conduct employment activity on the Hoopa Valley Indian Reservation and for providing equal employment opportunity. **PLEASE NOTE: A TERO .01 Form must be completed and approved for each contract your company is awarded and prior to commencing work on the Hoopa Valley Indian Reservation.**

SKILLS BANK: The TERO Office maintains a Indian Skills Bank to assist **Employer** to meet the Indian Preference requirements of the Title 13 - TERO Ordinance, Amended May 17, 2012 of the Hoopa Valley Tribal Council. Please note under Section 13.7 Job Categories: "KEY Employees" are key employees of the firm which have worked continuously for the firm for many seasons and who were not recently hired for this particular project. (Possessing records of past employment as proof in a supervisory capacity or ownership of the firm).

Recruitment of non-Indians shall not take place until the firm receives a written waiver notifying your company that TERO has no "qualified" Native Americans to perform that position or task. A waiver will only be issued for that position/task and the employee cannot be transferred to another position once, that job is done.

By following the above procedures, you and your company can expect an uninterrupted trouble-free contract conclusion. Please return this a completed TERO .01 Form before commencing work on the Hoopa Valley Indian Reservation to:

Penny L. Cordova, Director
Tribal Employment Rights Office
PO Box 1467
Hoopa, California 95546

Telephone: (530) 625-9200 ext. 14
Facsimile: (530) 625-4269
Email: hvtero@gmail.com

TERO .01 FORM

Employer's Name: _____

Mailing Address: _____

City, State & Zip Code: _____

Contact Person: _____ Phone Number: () _____

Contracting with: Entity/Department or Private Party _____

Contract Number# _____

Amount of Contract:\$ _____ (Gross Amount of Contract)

This is an agreement between **TERO** and **Employer** for conducting commerce and employment activity within the exterior boundaries of the Hoopa Valley Indian Reservation. Between the Hoopa Valley Tribal Council and _____ **Employer**).

Whereas, this agreement is entered into on this ____ day of _____, 20____; between TERO and _____ **(Employer)**.

1. **EMPLOYER:** We hereby agree to comply with the requirements and procedures for the selection of contractors, sub-contractors and recruitment of viable Indian applicants, through TERO.

TERO shall receive notice, in the form of copies of bid forms by awarded prime **Employer** seeking bids of all sub-contract work to be conducted on the Hoopa Valley Indian Reservation. Notice shall be made reasonably in advance of any award, but not later than five (5) days in advance of an award.

The above-named **Employer** understands that they are required to comply with the Hoopa Valley Tribal Council's TERO Ordinance, Amended May 17, 2012. **(All of the parameters regarding "Indian Preference." as per Section 13.4)**

2. **EMPLOYMENT PRIORITY: Hiring preferences shall be as follows per Section 13.4 and Section 13.4.1 through 13.4.6 of the TERO Ordinance:**
 - a. First preference shall be accorded to Hoopa Tribal Members;
 - b. Second preference shall be given to Indian Spouses of Hoopa Tribal Members (Must be enrolled member of Federally Recognized Tribe);
 - c. Third preference shall be given to Other resident local Indians.
 - d. Other Indians.

For those claiming "Indian Preference" that are not Hoopa Tribal Members, the burden of proof to show verification of their enrollment in a Federally Recognized Tribe is upon them.

A "non-Indian" will not be allowed to be recruited, until the TERO Skills Bank has been totally exhausted, or job description presented to TERO by the **Employer** cannot be met through the Skills Bank. **(See Section 13.4 of the TERO Ordinance.)** A "non-Indian" shall not be hired until that **Employer** has been issued a written waiver from TERO stating that

there are no Native Americans available, therefore authorizing them to hire a "non-Indian" for that specific position. (The waiver does not authorize a "non-Indian" to transfer over to other positions that become available unless a new "waiver" has been obtained by the Employer from TERO.) An **Employer** failing to abide with the TERO Ordinance could be charged with alleged discrimination.

For purposes of this agreement, pre-employment standards are those directly job related, standards toward fairness and ability which express with a reasonable amount of job training an individual would be capable of satisfactorily performing an entry level job; moreover, could progress with reasonable further guidance and training. This provision would apply to those persons who at the time of application for employment, are not fully experienced for the available position, but does possess those threshold requirements and general potential for becoming qualified through reasonable training.

3. **PRE-EMPLOYMENT STANDARDS:** **Employer** may not use qualification criterion or other personnel requirements which serve as barriers to local Indians or Indian employment, except only where such criteria is a requirement by business necessity. However, employment and/or contractor/sub-contractor shall have the responsibility and burden to show that such a criterion or requirement is truly a business necessity. (pursuant to B.F.O.Q., must be a Bonafide Occupational Qualification).
4. **TRAINING:** **Employer** agrees that all local Indians and Indian employees will be adequately trained for the position for which they were hired. All Indian employees shall be evaluated and receive identical treatment as company/firm compensates other hires. (See **Section 13.8. of the TERO Ordinance**)
5. **DISCRIMINATION:** There shall be no discrimination in any aspect of employment related activity, equitability shall prevail; discrimination in the workplace on the basis of race, creed, color, age, sex, national origin or religion is totally unlawful.
6. **EMPLOYMENT GOALS:** (Entire issue depends on TERO Skills Bank)
 - A. **Employer** agrees that 75% of all employees in its workforce shall be filled by local Indians as per Section 13.4.4 of the TERO Ordinance. At the end of one (1) year from the date of this agreement; this provision shall be reviewed and renegotiated.
 - B. If **Employer** is unable to reach the 75% employment goal as set forth above (A), it shall have the burden of justifying the rejection of every Indian applicant for any positions which became available to substantiate that criterion utilized in the recruitment process toward validity and being relevant to tasks performed, specifically the precise good faith efforts which the **Employer** had taken for pursuing the required goal.
 - C. Monthly reports are required for monitoring purposes; the data is not only a TERO compliance issue but coincides with federal employment statutes (EEOC-OFCCP). (Monthly Report Form attached and/or available at the TERO Office.)

7. **TERO TAX FEE:** This TERO tax fee is to be paid to the TERO Commission by each **Prime Contractor**, and/or by each **Employer** operating within the exterior boundaries of the Hoopa Valley Indian Reservation whose total contract(s) and/or annual gross revenues is \$1,000.00 or more. The tax shall be equivalent to three percent (3%) of the total gross value of any contract performed within the Reservation or of the total annual gross revenues. (See **Section 13.5 of the TERO Ordinance.**)
8. **COMPLIANCE INSPECTIONS:** The Director of TERO or staff shall make periodic or site visitations for assurance to all involved parties that employment rules are adhered to. (See **Section 13.9 of the TERO Ordinance**)
9. **MAINTAINING EMPLOYMENT RECORDS:** **Employer** shall maintain accurate employment records on all employees and all applicants for employment; regardless of length and category of employment, hired, fired, or laid-off. The files shall reflect: name, address and employment category for which applicant performed or applied to perform. If applicant was contacted but not hired, hired and fired, all data should reflect action taken by that firm. Such informational records shall be made available to the Director of TERO, upon reasonable notice.
10. **ASSISTANCE:** If an **Employer** deems that an Indian employee's performance is such that he or she is jeopardizing and endangering job loss, suspension, termination. **Employer** may contact TERO to provide assistance toward resolving of that issue.
11. **UNIONS:**
 - A. Pursuant to congressional intent of the Indian Self-Determination and Education Assistance Act [P.L. (93-638) at Section 7(b)] Indian preference in employment and training shall prevail in all employment activity, within the boundaries of the Hoopa Valley Indian Reservation.
 - B. Therefore **Employer** hereby agree to request all involved affiliated firms, mirror Indian preference priority, in all aspects of employment.
12. **EMPLOYMENT POLICIES AND PROCEDURES:** It is further understood that **Employer** recognizes that its operations are taking place within a unique cultural setting on the Hoopa Valley Indian Reservation. Accordingly, all firms in conjunction with the Director of TERO, consider seriously Tribal Holidays, and ceremonial customs; and to accommodate those Indian employees requesting certain leave of absences for religious purposes.
13. **CURTAILMENT:** Curtailment regarding Indian preference, local Indians and Indians shall be the last employees to be laid-off. This reference is made outside of core crew positions, this is to say where Indians meet threshold requirements for a given position.

14. **PRE-AWARD LABOR FORCE PROJECTION**

 EMPLOYER (Prime Contractor and/or Sub-Contractor) Telephone Number ()

 NAME OF PROJECT Contract Number

Briefly describe the basic tasks and type of work to be performed: _____

Please list types of skills and categories which will be required towards performing said contract.

- | | |
|----------|-----------|
| 1. _____ | 7. _____ |
| 2. _____ | 8. _____ |
| 3. _____ | 9. _____ |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | 12. _____ |

Indian Preference shall be required at every Tier Level. Please list the names and positions of your **Key Staff**. (The vitally needed Supervisors, that you depend on every day). All other positions listed/needed on this job will go through the TERO Skills Bank. See Sections 13.4 and 13.7.1 of the Hoopa Valley Tribe's TERO Ordinance, Amended May 17, 2012.

| NAME | JOB TITLE |
|------|-----------|
|------|-----------|

- | | | |
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| 11. | _____ | _____ |
| 12. | _____ | _____ |
| 13. | _____ | _____ |
| 14. | _____ | _____ |
| 15. | _____ | _____ |

(Please utilize as many sheets necessary for expressing your on-site employment related projection.)

15. DURATION: This agreement shall remain in effect for a period of one year from the date signed by TERO Director below (this TERO .01 form is effective for this contract only, should you obtain a new contract, then you must complete a new TERO .01 form):

DATED

SIGNATURE OF EMPLOYER

DATED

SIGNATURE TERO DIRECTOR

NOTES: _____

