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**CHEROKEE NATION®**

P.O. Box 948 • Tahlequah, OK 74465-0948  
918-453-5000 • www.cherokee.org

Office of the Chief

**Chuck Hoskin Jr.**  
*Principal Chief*

**Bryan Warner**  
*Deputy Principal Chief*

## TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) STATUTORY REQUIREMENTS

LA 01-14

The Tribal Employment Rights Office (TERO) of the Cherokee Nation monitors and enforces the Cherokee Nation TERO ordinance to ensure the employment rights of Native American workers are protected within the jurisdictional boundaries of the Cherokee Nation. Another equally important mission of the TERO is to create economic and employment opportunities for Native Americans within these same boundaries.

In an effort to accomplish this mission, TERO is requiring some statutory language be included in every construction related bid package that is issued. In order to begin work on any Cherokee Nation, Housing Authority of the Cherokee Nation, Cherokee Nation Enterprises or Cherokee Nation Industries contract that is governed by the TERO law each successful bidder must contact the TERO before work is to begin and abide by the following requirements:

### *Project labor agreement:*

Each contractor who has been awarded a contract to perform work for the Cherokee Nation will be required to sign a project labor agreement which will specify the requirements the contractor must comply with, such as, hiring of Native Americans, submission of reports, hiring sub-contractors and other activities that will assure compliance with the TERO law. The project labor agreement will also outline the duties and responsibilities of Career Services to the contractor under the TERO law. *No contractor may commence work until it has met with Career Services and completed the project labor agreement.*



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**Payment of the TERO fees:**

TERO has been given authority by the TERO law to charge an employment rights fee of ½ of 1% on every contract that is awarded to any covered employer. These fees will assist the Career Services department in its effort to fulfill its responsibilities in creating opportunities for Native Americans, for example establishing training programs that will give Native Americans the chance to learn a new skill or upgrade current skills. **No contractor may commence work on a project until this fee has been paid to the Career Services.**

**Core Crew:**

The TERO has been given the authority by the TERO law to establish a job bank and require employers to utilize the job bank. Each successful bidder must **submit their Core Crew list to the TERO for approval before work is to begin.** Employers have the freedom to hire workers from whatever sources he/ she so chooses, however, he/ she must make every effort to hire Native Americans. Before an employer can hire anyone other than a member of a federally recognized tribe, **he must give Career Services 72 hours to locate a qualified Indian.** If Career Services cannot locate a qualified Indian in that time period, the employer will be given the opportunity to hire from whatever source he/ she so chooses.

**Work Permits:**

In a further effort to enforce the TERO law, no person who is not a member of a federally recognized tribe, shall be employed by a covered employer until he or she has obtained a work permit from Career Services. **A fee of twenty-five dollars (\$25) per day for each non-native American will be charged** for each work permit issued. Any non-Native American individual found to be employed by a covered employer without a valid work permit will be **summarily removed from the job and the employer shall be subject to additional sanctions.**

- "Core crew" was changed

**(Section 4 Title 40 § 1004, E.)**

"Core crew" shall mean an owner of the firm, or an employee of a company who is in a supervisory or other key position such that the employer would face a serious financial damage or loss if that position were filled by a person who had not previously worked for the employer, contractor or subcontractor.

- Establishes that Work Permits Fees must be paid by employers at the rate of \$25.00/ day for Non-Indians hired for a Project or hired after the effective date of LA 30-12

**(Section 5 Title 40 § 1011, U. 1.)**

Any employer, as defined in this act shall be required to pay a fee of not less than Twenty-five dollars per employee per day for non-Indian employees hired for a Project or hired after the effective date of Legislative Act 30-12 if the Employer is the Cherokee Nation or its entities.

- Exempts Non-Indian Core crew from being charged a fee for work permits

**(Section 5 Title 40 § 1011, U. 3.)**

Once the core crew list is submitted the TERO will confirm the core crew members the vendor has listed and those employees shall be exempt from the requirement to obtain a Work Permit and no fee will be due for the core crew employees.

- Exempts an employer from paying a fee or penalty if certain criteria are met.

**(Section 5 Title 40 § 1011, U. 3.)**

An Employer is exempt from the assessment of a fee or penalties as provided in this Act if the Employer can prove to the TERO that the Employer followed the preferences under this Act through posting of a job announcement twice, Employer submits job descriptions to TERO for qualified Indians, and through proof that no Indian applicant was qualified or no Indian applied.

- Established order of preference

**(Section 8 Title 40 § 1021, A.)**

All employers are required to give preference to Cherokee Citizens first, then Cherokees from the two other federally recognized Cherokee Tribes, and then members of other federally recognized tribes in hiring, promotion, training, and all other aspects of employment, contracting, or sub-contracting, unless such preference would subject the employer to a violation of a federal or state law applicable to that employer, and must comply with this Title and the rules, regulations and orders of the TERO.



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**Tribal Employment Rights Office**  
**PROJECT LABOR AGREEMENT**  
**Master Agreement**  
LA 01-14

**DURATION**

This agreement shall be in effect from \_\_\_\_\_ to \_\_\_\_\_ 20\_\_\_\_\_

This agreement is entered into by and among the Cherokee Nation Tribal Employment Rights Office

(TERO) and \_\_\_\_\_ selected contractor for the  
\_\_\_\_\_ project.

**PURPOSE AND SCOPE**

This agreement applies to any new project on the Cherokee Nation Jurisdictional area. It represents a concerted effort among the parties to provide opportunities for employment; to provide safe, healthy, and clean working environments and working conditions; to provide ongoing apprenticeship, training, employment, and career path opportunities.

**TRIBAL SOVEREIGNTY**

All federally recognized Indian Tribes possess inherent sovereign jurisdiction and authority over their territories and the affairs of the tribes and all parties signatory to this agreement acknowledge that the sovereign authority governs the terms of this agreement. The parties agree that the sovereign immunity and authority of the Tribes shall remain intact and unabridged throughout the life of this agreement and that the Cherokee Nation shall decide all issues regarding tribal sovereignty and their decision shall be both final and binding.

**TERO RECOGNITION**

The Cherokee Nation has adopted a Tribal Employment Rights Ordinance (TERO). The contractor, its appointed agents and all other parties agree to recognize the rights, responsibility and authority and agree to abide by the TERO regulation or determination. The parties recognized that TERO has a

primary commitment to the employment of Indian tribal members and the hiring of Indian preference employees.

### INDIAN PREFERENCE WORKERS

The contractor agrees that it shall adhere to the following numbers established by the TERO, for this project only. In its effort to create the economic opportunities for Native Americans and to meet the purpose of the TERO act, the TERO has established that 100% of the unskilled labor positions be filled by Native Americans. The contractor and its agents agree to utilize the TERO Job Bank to the fullest extent giving first hire priority rights to all Cherokee Citizens. If, after documented evidence that, the contractor has exhausted all avenues to fill these labor positions with Native Americans and positions remain unfilled, the contractor shall have the right to seek other applicants from whatever source it chooses. The contractor shall supply the TERO with written documentation of the employees hired for this project before work is to begin. This documentation is to include: position for which employee was hired, date of hire, and rate of pay. The contractor further agrees to adhere to the requirements set forth in Section 16 Title 40 § 1029 of the Cherokee Nation TERO Act, which addresses procedures in the event of a layoff or reduction in force.

### WORK PERMITS

No person who is not a member of a federally recognized tribe shall be employed by a covered employer until he or she has obtained a work permit from the TERO at a cost of twenty-five dollars (\$25) per day, per permit. Work permits issued under this agreement are valid only for this covered project. If any non-Indian individual employed on this project is found not to possess a work permit issued by the TERO, he/she may be summarily removed from the project and the employer shall be subject to additional sanctions.

Union contractors shall grant temporary work permits to Indians who do not wish to join the union. The employer agrees to respect the right of the TERO referral to decide for themselves whether to accept cash in lieu of benefits or accept fringe benefits for construction projects.

### TERO FEES

TERO has been given authority by the TERO law specifically Section 5. Title 40 § 1011(T), to charge an employment rights fee of ½ of 1% of the total project cost on every contract that is awarded to any covered employer. These fees will assist the TERO department in its effort to fulfill its responsibilities in creating opportunities for Native Americans, for example, establishing training programs that will give Native Americans the chance to learn a new skill or upgrade current skills. No contractor may commence work on a project until this fee has been paid to the TERO

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### OTHER SPECIFIC REQUIREMENTS

The contractor further agrees to allow the TERO staff to monitor projects unannounced during normal business hours and to provide full cooperation and any requested documentation to the TERO staff member performing the monitor visit. The Contractor shall provide the TERO with a Core Crew List for this project before work begins.

**ENFORCEMENT AND REMEDIES**

Any employer, contractor, or subcontractor, who violates any part of this agreement, shall be subject to the remedies set forth in Section 28, title 40 §1061 of the Cherokee Nation TERO act.

By executing this document, I hereby submit to the jurisdiction of the Cherokee Nation Courts.

For the Contractor:

For TERO:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Jobsite Contact





**Cherokee Nation  
Tribal Employment Rights Office  
Project Labor Fees**

Name of Contractor or Sub Contractor					Business Contact						
					Address						
					Phone						
					E-mail						
For Week Ending					Project Name & Location						
(1.) Name of individual and position	(2.) Indian	(3.) Non-	(4.) Day and Date worked							(5.) Total Days Worked	(6.) Total Fees
			Mon	Tue	Wed	Thur	Fri	Sat	Sun		
(7.) TOTAL \$											

I, \_\_\_\_\_ do hereby state that the above listed individuals worked on the, \_\_\_\_\_ project during the period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. During this period \_\_\_\_\_ employed \_\_\_\_\_ Indians and \_\_\_\_\_ non Indians on said job site.

\_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

List Compliance Officer \_\_\_\_\_