



GWY& DBF  
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Office of the Chief

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

**Bryan Warner**  
*Deputy Principal Chief*

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

**DURATION**

This agreement shall be in effect from \_\_\_\_\_ to \_\_\_\_\_ 2023

This agreement is entered into by and among the Cherokee Nation Tribal Employment Rights Office (TERO) and \_\_\_\_\_ selected contractor for the Cherokee Subdivision 24 New Homes - Tahlequah, OK 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

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Title

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