



**Walker River Paiute Tribe**  
**TRIBAL EMPLOYMENT RIGHTS ORDINANCE OFFICE**

P.O. BOX 15, SCHURZ, NEVADA 89427

*Walker River Paiute Tribe*  
*Tribal Employment Rights Office*

*Agreement between Employer and the Walker River Paiute Tribe Employment Rights*  
*Commission for the Implementation of Indian Employment Preference*

*Compliance Agreement*

The Walker River Paiute Tribe Employment Rights Commission (hereafter "Commission"), through its Tribal Employment Rights Director, and the \_\_\_\_\_ Company (hereafter "Employer") enter into the following Agreement in satisfaction of the Employer's obligations under the Indian employment preference requirements of the Tribal Employment Ordinance.

1. The laws and regulations of the Tribe require all covered employers engaging in work within the exterior boundaries of the Walker River Paiute Reservation (hereafter "Reservation"), to give employment preference to Indians and to comply with the specific preference requirements set forth in the Tribal Employment Rights Ordinance and related laws and regulations.
2. The Employer agrees to fulfill and satisfy its obligations to provide Indian employment preferences as set forth in this agreement.
3. The Commission agrees that the Employer's obligation to provide Indian employment preferences shall be fulfilled and satisfied as set forth in this agreement.
4. The Employer shall give employment preference to qualified local Indians in all phases of employment including recruiting, hiring, training, apprenticeships, promotions pay increases, transfers, layoffs, and terminations. For any position on the Employer's project, except the Core Crew (key positions) in paragraph 13 of this agreement, a qualified local Indian shall be given preference over a qualified non-local Indian resident of the reservation, who shall be given preference over a Non-Indian.
5. The Employer shall provide the Commission, in writing an Indian Employment Preference Work Plan no later than 30 days prior to beginning work within the exterior boundaries of the Reservation. The Work Plan shall include:

- Date project work is to begin.
  - Anticipated length of project.
  - Recruiting, outreach and affirmative action steps to be taken by the Employer to hire Indian employees.
  - The positions filled by Core Crew (key employees) as identified in paragraph 13 of this agreement.
  - The available positions including skill category, qualifications, dates of expected employment and rate of pay.
  - If a construction project, the number of journeyman and apprentice position available with the ratio by skill category and basic qualifications for each skill category.
6. A minimum of (10) ten working days before a position must be filled, the Employer shall have posted, in the Tribal Employment Rights Office, the available positions, including by skill category, qualifications, dates of expected employment and rate of pay.
  7. The Commission shall seek to identify qualified local and non-local Indians for the available positions of the Employer (hereafter "referred employees"). The Commission shall endeavor to refer dependable, productive Indian employees and will work in full cooperation with the employer to assist in meeting the goals and timetables set forth in the Indian Preference Work Plan.
  8. The Employer determines that a referred employee is not qualified for the position, they shall inform the referred employee and Commission, in writing, of the specific skills lacking and of the type of training that person would need to qualify.
  9. The Employer shall provide weekly payroll reports to the Commission which shall include the following information on all employees:
    - Name
    - Social Security Number
    - Address
    - Wage or salary paid (hourly, weekly, or monthly depending on method of computing)
    - Total hours worked
    - Skill category or position title
    - Racial / Minority designation

The Commission shall examine, and the Employer shall provide the Commission upon request, payroll records when the Commission determines it is necessary to confirm the payroll reports.

10. The Commission shall inspect, and the Employer shall allow the Commission to inspect the job site as deemed necessary by the Commission.

11. The Employer shall advise the Commission immediately of any personnel problems encountered with a referred employee. The employer may temporarily suspend a referred employee. The Commission shall be notified of a temporary suspension before 5:00 p.m. on the day of the suspension. Resolution of the matter shall be within 48 hours of notification to the Commission.
12. The Employer shall notify the Commission in writing prior to the layoff or termination of any referred employee. A referred employee shall not be laid off if there is a non-Indian remaining in the same job category, unless the non-Indian remaining is a Core Crew position (key employee) listed in paragraph 13 of this agreement.
13. Core Crew (key positions needed to complete complete the project) employees working on the Employer's project are as follows:

POSITION	NAME
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I. General Information

- A. Employer / Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_
- B. Name and title of authorized representative:  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_
- C. Description of activity to be conducted on the Walker River Paiute Tribe  
 Reservation: \_\_\_\_\_  
 \_\_\_\_\_
- D. Operating as: Contractor ( )      Subcontractor ( )      Covered Employer ( )

E. Must provide a list of subcontractors names:

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II. Employment Information

A. Specify the number of employees to be used on the job / project including occupational positions and wage scales. These are in addition to the core crew.

No. of Employees	Occupational position	Wage Scale
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(USE ADDITIONAL SHEET AS NEEDED)

B.

1. The TERO Director shall establish and maintain a job bank to assist employers in placing qualified Indians in job positions.
2. An employer shall not hire a non-Indian in violation of the Compliance Agreement until the TERO Director has certified within a reasonable time that no qualified Indian is available to fill the vacancy.
3. Immediate notification to the TERO Director of the manpower needs is required, this will allow the TERO Director to locate and refer a qualified Indian.

III. Employment Rights Fee

The Walker River Paiute Tribe, Tribal Employment Rights Ordinance, WR-01-01 (Revised & Approved: January 10, 2008 Resolution No. WR-10-2008) under Section 11 states:

- A. Every covered employer with a construction contract in the sum of \$25,000.00 or more shall pay a one-time fee of 3% of the total amount of the contract. Such fee shall be paid by the employer prior to commencing work on the Walker River Paiute Reservation. However, where good cause is shown, the Director may authorize a construction contractor to pay said fee in installments over the course of the contract.
- B. Every covered employer other than construction contractors with:
  - 1. Twenty (20) or more employees working on the Walker River Paiute Reservation,
  - 2. Or with gross revenues from the Walker River Paiute Reservation of \$100,000.00 annually, shall pay a quarterly fee of 3% of his/her employees' quarterly payroll, which shall be paid within 30 days after the end of each quarter. This fee shall not apply to Governmental or utilities franchised by the Walker River Paiute Tribe.
- C. The TERO Director shall be responsible for collecting said fees Pursuant to any rules and regulations adopted by the TERO Commission. Fees shall be paid to the Walker River Paiute Tribe TERO and shall be credited to a specific TERO account.

\_\_\_\_\_ (Name of Contractor / Subcontractor)  
conducting business on the Reservation under Project / Contractor No.

The total amount of the Contract is: \$ \_\_\_\_\_  
The total quarterly payroll is: \$ \_\_\_\_\_  
Total 3% Employment Rights Fee: \$ \_\_\_\_\_

Method of payment: ( ) Total sum of payment ( ) Installment

Reason of installments: \_\_\_\_\_

Installment Decision: ( ) Approved ( ) Disapproved

\_\_\_\_\_ TERO Director

\_\_\_\_\_ Date

#### IV. Effective date

This Compliance Agreement is in full force and effect beginning on \_\_\_\_\_, 20\_\_\_\_ and for the duration of the job / project or both parties mutually agree to renegotiate item.

\_\_\_\_\_ Employer / Contractor *signature*

\_\_\_\_\_ Date

\_\_\_\_\_  
TERO Chairman / Director *signature*

\_\_\_\_\_  
Date

V. TERO Ordinance

The Employer / Contractor is aware of the Walker River Paiute Tribe, Tribal Employment Rights Ordinance WR-01-01, and has read and understands the purpose of the TERO Ordinance.

\_\_\_\_\_  
Employer / Contractor *signature*

\_\_\_\_\_  
Date

