

**AGREEMENT BETWEEN
OMAHA TRIBAL EMPLOYMENT RIGHTS OFFICE
AND**

Whereas, this agreement is entered into this ____ day of _____, 20____, between the Omaha Tribal Employment Rights Office (TERO) and _____ (Employer) with respect to employment practices on the Omaha Indian Reservation.

1. CONTRACTOR

That employer agrees to comply with procedures for the selection of Contractors and Subcontractors as set forth by the Omaha Tribe's **Resolution #03-58**, which adopts a revised ordinance establishing the Tribal Employment Rights Office and providing standards and procedures for employment practices and application of Native American preference, superseding any and all prior TERO enactments.

2. EMPLOYMENT PRIORITY

For the hiring of local Native American employees, TERO will maintain a list of available local Native American employees in skilled, semi-skilled laborers, and for office/clerical categories.

The TERO Director shall be given at least three (3) business days notice of any vacancy for a new position.

Pursuant to Section 3.5 of the Omaha Tribal Employment Rights Ordinance, Employer agrees to consider for hire, for a job vacancy or new positions to all available local Native American applicants who meet pre-employment standards.

For the purpose of this agreement, pre-employment standards are those that are directly related to standards of fitness and ability. With a reasonable amount of job training, a person would be able to satisfactorily perform for an entry-level job; as well as, jobs at a higher level which would require further training, normally filled by progression from the entry job. This provision applies to people who are not fully qualified through a reasonable amount of training.

3. PRE-EMPLOYMENT STANDARDS

The employer will not use qualification criteria, or other personnel requirements, as barriers to local Native American employees, except where such criteria or

requirements are by business necessity. However, the employer shall have the burden of showing proof that such criteria or requirements are required by business necessity.

4. TRAINING

The employer agrees that all local Indian and Indian employees will be adequately trained for the positions for which they are hired. All Native American employees will be evaluated and paid according to current employer and company policy. (Davis-Bacon/Omaha Tribal Wage Rates, whichever prevails.)

5. DISCRIMINATION

There shall be no discrimination in the wage rate or fringe benefits for employees on the basis of sex, religion or national origin.

6. EMPLOYEMENT GOALS

Pursuant to Section 5.2 of the Omaha Tribal Employment Rights Ordinance, Employer agrees that 20% of all employees in the skilled, semi-skilled, laborer, or office clerical positions will be filled by local Native Americans. At the end of one (1) year from the date of this agreement, this provision will be re-examined and renegotiated.

If Employer is unable to meet the 20% of local Native American employment goal as set forth above, it shall have the burden of justifying the rejection of every local Native American applicant for any position which becomes available, and will substantiate the criteria process used in hiring for the position as being performed.

7. EMPLOYMENT RIGHTS FEE

Pursuant to Section 3.12 of the Omaha Tribal Employment Rights Ordinance, the employer shall pay a one-time fee of three percent (3%) of the total amount of the contract. If the total amount of the contract exceeds one million dollars, the TERO Commission and/or Director is authorized to negotiate a different fee.

8. INSPECTIONS

The TERO Director or designates shall have the right to inspect all sites where employment is taking place under the provisions of this agreement upon the Omaha Indian Reservation.

9. RECORDS

Employer shall maintain records on all employees who apply for work (including those who were not employed or who were employed but terminated). The files shall reflect his/her name, last known address, and employee craft or category of employment for which such employee is or was available.

If called and not hired, or if later terminated, the file shall reflect the reasons why he/she was not hired or terminated.

Such files shall be available at reasonable times and upon reasonable notice to the TERO Director, Compliance Officer, or the Tribal Employment Rights Office.

10. ASSISTANCE

If Employer deems that an employee's performance is such that he/she is in danger of being suspended or terminated, Employer shall contact TERO for assistance in working out the problems.

11. EMPLOYMENT POLICIES AND PROCEDURES

It is further understood that Employer recognizes that its operations will be taking place within a unique cultural setting upon the Omaha Indian Reservation. Employers will consider and take into account Tribal Holidays and other cultural customs, so as to promote rather than hinder the employment of local Native Americans on the Omaha Indian Reservation.

12. LAYOFFS

If a layoff is required, Employer shall conduct a layoff consistent with its obligations under Section 5.8 in this agreement to employ local Native Americans and with the number of Native Americans up to 20% of the work force within one (1) year of this agreement. Any layoffs must be justified by business considerations.

13. DURATION

This agreement shall be for a (1) one year period from the time it is entered into, or until the project is completed.

TERO DIRECTOR (or designate)

DATE

AUTHORIZED COMPANY OFFICIAL

DATE

TITLE