



PUEBLO OF ISLETA

P.O. BOX 1270
ISLETA, NM 87022

Resolution No. 2016-375

Enacting the Pueblo of Isleta Labor Relations Ordinance

The following resolution was passed at a duly called meeting of the Tribal Council of the Pueblo of Isleta:

WHEREAS, the Pueblo of Isleta (the “Pueblo”) is a federally-recognized tribe that acts through its governing body, the Tribal Council, which is charged with decision-making in all matters relative to the resources of the Pueblo and the general welfare of the Pueblo and its members;

WHEREAS, the Pueblo has rights of inherent sovereignty and exclusion;

WHEREAS, Article V, Section 2(e) of the Pueblo’s Constitution authorizes the Tribal Council to enact ordinances to protect the peace, safety, property, health, and general welfare of the members of the Pueblo;

WHEREAS, the Tribal Council desires fair treatment of employees in the workplace and seeks to ensure the proper regulation of the Pueblo’s relationship with all employees of the Pueblo government and Pueblo owned businesses;

WHEREAS, the Tribal Council finds that the enactment of the attached Labor Relations Ordinance to be in the best interests of the Pueblo and its members and employees;

WHEREAS, the Tribal Council desires to exercise the Pueblo’s inherent sovereignty and right of exclusion by enacting the attached Labor Relations Ordinance; and

WHEREAS, the attached Ordinance shall supersede the labor relations provisions of the Pueblo of Isleta Labor and Employment Relations Ordinance, Resolution No. 2010-096.

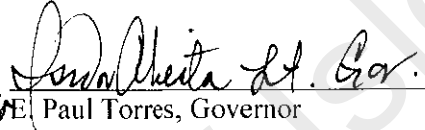
NOW, THEREFORE, BE IT RESOLVED that the Tribal Council hereby enacts the attached Labor Relations Ordinance to become effective as of the date of this Resolution.

BE IT FURTHER RESOLVED that the Tribal Council hereby repeals the Pueblo of Isleta Labor and Employment Relations Ordinance, Resolution No. 2010-096, which shall no longer have any force or effect.

CERTIFICATION

The undersigned do hereby certify that the foregoing Resolution was passed at a duly called meeting of the Tribal Council of the Pueblo of Isleta, held on the 1st day of September, 2016, at which time a quorum was present, with 7 voting for, 0 opposing, and 0 abstaining.


Verna Teller, Tribal Council President


Paul Torres, Governor

ATTEST:


Ulysses Abeita, Tribal Council Secretary

Labor Relations Ordinance

Section 1 Findings & Purpose.

- (a) The Tribal Council of the Pueblo of Isleta finds that—
- (1) The Tribal Council desires fair treatment of employees in the workplace and seeks to ensure proper management of the Pueblo of Isleta's relationship with all employees of the Pueblo of Isleta.
 - (2) The National Labor Relations Act, 29 U.S.C. § 151 *et seq.*, does not apply to the Pueblo of Isleta, nor does it govern the Pueblo's relationship with its employees, as its application would abrogate aspects of the Pueblo of Isleta's inherent sovereignty, right of self-government, and right of exclusion;
 - (3) The laws of the Pueblo of Isleta govern the Pueblo's relationship with its employees and provide certain conditions of employment that are not subject to collective bargaining;
 - (4) The Tribal Council desires to specify which conditions of employment are subject to collective bargaining in order to facilitate and encourage the amicable resolution of disputes between the Pueblo and its employees involving those conditions of employment; and
 - (5) It is the purpose of this Ordinance to prescribe certain rights and obligations of the employees of the Pueblo which are balanced to meet the special governmental requirements and needs of the Pueblo. The provisions of this Ordinance should be interpreted in a manner consistent with the need for an effective and efficient government.

Section 2 Definitions.

- (a) For the purpose of this Ordinance—
- (1) "person" means an employee, labor organization, or employer;
 - (2) "employee" means an individual employed by the Pueblo of Isleta, a department, or agency thereof, or a wholly-owned business enterprise, or entity of the Pueblo of Isleta, but the term "employee" shall not include:
 - (A) a supervisor or management official;
 - (B) any individual who participates in a strike in violation of Section 6 of this Ordinance;

- (C) an individual employed by the Pueblo of Isleta Gaming Regulatory Agency;
 - (D) any individual employed in surveillance and security systems or any other internal control system designed to protect the integrity of the Pueblo's gaming operations;
 - (E) Reserved.
- (3) "employer" means the Pueblo of Isleta, a department, agency thereof, a wholly-owned business enterprise, or entity of the Pueblo of Isleta, but the term "employer" shall not include:
- (A) the Pueblo of Isleta Gaming Regulatory Agency;
 - (B) Reserved.
- (4) "labor organization" means an organization comprised in whole or in part of employees organized for the purpose of dealing with an employer concerning conditions of employment, but the term "labor organization" shall not include:
- (A) an organization which participates in the conduct of a strike or imposes a duty or obligation to conduct, assist, or participate in such a strike in violation of Section 6 of this Ordinance;
 - (B) an organization which does not have a license to conduct labor organization activity on Pueblo lands issued pursuant to Section 9 of this Ordinance; or
 - (C) an organization which bargains or otherwise advocates for personnel policies, practices, and matters affecting working conditions that are contrary to Pueblo law.
- (5) "conditions of employment" means personnel policies, practices, and matters affecting working conditions, but the term "conditions of employment" shall not include personnel policies, practices, and matters—
- (A) relating to wages and hours of work approved by Tribal Council action, in accordance with Pueblo law;
 - (B) relating to the classification of any position approved by Tribal Council action, in accordance with Pueblo law;
 - (C) relating to any policies, practices, and matters that are provided for by the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.* ("IGRA"), the regulations issued thereunder, or a tribal-state gaming compact entered

into by the Pueblo pursuant to IGRA, a gaming ordinance enacted by the Pueblo in accordance with IGRA, or regulations issued by the Pueblo of Isleta Gaming Regulatory Agency and approved by Tribal Council;

- (D) relating to any policies, practices, and matters that are provided for in a contract or compact entered into by the Pueblo pursuant to the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 450 *et seq.*, and the regulations issued thereunder;
 - (E) relating to any policies, practices, and matters that are provided for in the Pueblo of Isleta Employee Grievance Review Procedures, Tribal Council Resolution No. 2001-132, as amended by Tribal Council Resolution No. 2010-061;
 - (F) relating to any policies, practices, and matters of Pueblo law which gives employment preference to Indians or members of the Pueblo of Isleta;
 - (G) relating to benefits approved, provided, or set by Tribal Council; or
 - (H) to the extent that such policies, practices, and matters are provided for by any other Pueblo law.
- (6) “Pueblo law” means the Constitution of the Pueblo of Isleta, the customs and traditions of the Pueblo of Isleta, ordinances, resolutions, regulations, personnel policies approved by Tribal Council, and any other act of the Tribal Council, the Governor, the Tribal Court, and/or the Pueblo of Isleta Gaming Regulatory Agency which carries the force of law.
 - (7) “Pueblo lands” means any and all lands under the jurisdiction of the Pueblo of Isleta.
 - (8) “Pueblo” means the Pueblo of Isleta.
 - (9) “strike” means any employee who, by themselves or in concert with one or more other such employees, for the purpose of obstructing, impeding or suspending any activity or operation of his or her employer, strikes or willfully refuses to perform the duties of his or her employment.
 - (10) “Governor” means the Governor of the Pueblo of Isleta.
 - (11) “Tribal Council” means the Tribal Council of the Pueblo of Isleta.
 - (12) “Board” means the Employee Grievance Review Board, established pursuant to Tribal Council Resolution No. 2001-13, as amended by Tribal Council Resolution No. 2010-061.

- (13) “collective bargaining agreement” means an agreement entered into as a result of collective bargaining pursuant to the provisions of this Ordinance and relating to conditions of employment.
 - (14) “collective bargaining” means the performance of the mutual obligation of the representative of an employer and the exclusive bargaining representative of employees in an appropriate unit of the employer to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.
 - (15) “exclusive bargaining representative” means a labor organization which is certified as such to assume the rights and obligations with respect to a unit of employees as provided in Section 11 of this Ordinance.
 - (16) “matters of disagreement” means any conditions of employment subject to collective bargaining and which have resulted in a bargaining impasse.
 - (17) “management official” means an individual employed by an employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the employer.
 - (18) “supervisor” means an individual employed by an employer having authority to hire, direct, assign, promote, reward, transfer, layoff, recall, suspend, discipline, or remove employees, if the exercise of the authority is not merely routine or clerical in nature but requires the exercise of independent judgment.
- (b) The Tribal Council may issue an order excluding any agency or entity of the Pueblo from coverage under this Ordinance if the Tribal Council determines that the provisions of this Ordinance cannot be applied to that agency or entity in a manner consistent with the governmental needs and interests of the Pueblo.

Section 3 Employee rights.

- (a) Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in this Ordinance, such right includes the right—
- (1) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees pursuant to this Ordinance; and

- (2) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to management, heads of agencies, and other officials of the Pueblo.

Section 4 Management rights.

- (a) Nothing in this Ordinance shall affect the authority of any management official of any employer—
 - (1) to determine the mission, budget, organization, number of employees, and internal security practices of the employer; and
 - (2) in accordance with applicable Pueblo law—
 - (A) to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;
 - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which employer operations shall be conducted;
 - (C) with respect to filling positions, to make selections from among candidates receiving employment preference under the preference laws of the Pueblo, or among properly ranked and certified candidates for promotion, or any other appropriate source, as the case may be; and
 - (D) to take whatever actions may be necessary to carry out the employer mission during emergencies.

Section 5 Right to work.

Notwithstanding anything to the contrary in this Ordinance, no individual shall be required, as a condition of employment or continuation of employment on Pueblo lands, to: (i) resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor organization; (ii) become or remain a member of a labor organization; (iii) pay dues, fees, assessments or other charges of any kind or amount to a labor organization; (iv) pay to any charity or other third party, in lieu of such payments any amount equivalent to or a pro-rata portion of dues, fees, assessments or other charges regularly required of members of a labor organization; or (v) be recommended, approved, referred or cleared through a labor organization.

Section 6 No right to strike.

- (a) It shall be unlawful for any employee or any labor organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify, participate in, or otherwise bring about a strike against any employer.

- (b) Any employee who engages in a strike in violation of subsection (a) of this Section may, at the employer's sole discretion, by such action, be deemed to have terminated his or her employment and may, at the employer's sole discretion, thereafter be ineligible for employment in any position or capacity during the next twelve months by an employer.
- (c) Any labor organization that engages in a strike in violation of subsection (a) of this Section shall, by such action, be deemed to have forfeited its license to conduct labor organization activity on Pueblo lands, shall thereafter be ineligible for such a license during the next twenty-four months, shall immediately cease and desist from conducting business and labor organization activity on Pueblo lands, shall have its exclusive representative status immediately revoked, and shall then immediately cease to be legally entitled and obligated to represent employees in the unit.

Section 7 Unfair labor practices.

- (a) For the purpose of this Ordinance, it shall be an unfair labor practice for an employer—
 - (1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right provided under Sections 3 or 5 this Ordinance;
 - (2) to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
 - (3) to discipline or otherwise discriminate against an employee because the employee has exercised rights guaranteed under Section 3 or has filed a charge, affidavit, or has given any information or testimony under this Ordinance;
 - (4) to dominate or interfere with the formation or administration of any labor organization;
 - (5) to refuse to bargain in good faith with any labor organization which is certified pursuant to Section 11 of this Ordinance as an exclusive bargaining representative; or
 - (6) to otherwise fail or refuse to comply with a provision of this Ordinance.
- (b) For the purpose of this Ordinance, it shall be an unfair labor practice for any labor organization—
 - (1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this Ordinance, including, without limitation, Section 3 or 5 hereof;

- (2) to cause or attempt to cause an employer to discriminate against any employee in the exercise by the employee of any right under this Ordinance, including, without limitation, Section 3 or 5 hereof;
- (3) to coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
- (4) to refuse or fail to collectively bargain in good faith with an employer;
- (5) to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an employer in a labor-management dispute, or any similar activity, or to condone any such activity by failing to take action to prevent or stop such activity;
- (6) to interfere with, restrain, or coerce any employer in the exercise of the employer of any right under Section 4 of this Ordinance; or
- (7) to otherwise fail or refuse to comply with any provision of this Ordinance.

Section 8 Prevention of unfair labor practices.

- (a) If any employer or labor organization is charged by any person with having engaged in or is engaging in an unfair labor practice, the Board shall investigate the charge and, for cause shown, may issue and cause to be served upon the employer or labor organization a finding of probable unfair labor practice. In any case in which the Board does not issue a finding of probable unfair labor practice because the charge fails to state an unfair labor practice, the Board shall provide the person making the charge a written statement of the reasons for not issuing a finding of probable unfair labor practice. No finding of probable unfair labor practice shall be issued on any alleged unfair labor practice which occurred more than 6 months before the filing of the charge with the Board.
- (b) Any finding of probable unfair labor practice issued by the Board under subsection (a) of this Section shall contain a notice—
 - (1) of the charge;
 - (2) that a hearing will be held before the Board; and
 - (3) of the time and place fixed for the hearing.
- (c) The employer or labor organization involved shall have the right to file an answer to the finding of probable unfair labor practice within the time fixed by the Board and any amended finding of probable unfair labor practice, appear in person or otherwise, and give testimony at the time and place fixed in the finding of probable unfair labor practice

for the hearing. No further briefing or filing shall be permitted without leave granted by the Board in its discretion.

- (d) After such a hearing, the Board in its discretion may upon notice receive further evidence or hear argument.
- (e) If the Board determines after any hearing on a finding of probable unfair labor practice that the preponderance of the evidence received demonstrates that the employer or labor organization named in the finding of probable unfair labor practice has engaged in or is engaging in an unfair labor practice, then the Board shall state in writing its findings and shall issue and cause to be served on the employer or labor organization an order as applicable—
 - (1) to cease and desist from any such unfair labor practice in which the employer or labor organization is engaged;
 - (2) requiring the parties to negotiate or renegotiate a collective bargaining agreement in accordance with the order of the Board;
 - (3) requiring reinstatement of an employee with backpay;
 - (4) revoking a labor organization's license issued under Section 9 of this Ordinance;
or
 - (5) including any combination of the actions described in paragraphs (1) through (4) of this subsection (e).
- (f) If the Board determines that the preponderance of the evidence received fails to demonstrate that the employer or labor organization named in the finding of probable unfair labor practice has engaged in or is engaging in an unfair labor practice, the Board shall state in writing their findings and shall issue an order dismissing the finding of probable unfair labor practice.
- (g) Any final order of the Board may be appealed to the Pueblo of Isleta Tribal Court. The appeal shall be taken by filing a written notice of appeal with the Tribal Court and the Board within ten (10) calendar days after the date of entry of the final order by the Board. The Tribal Court shall affirm a final order of the Board upon appeal unless such order is not supported by substantial evidence or is arbitrary and capricious. The decision by the Tribal Court shall be final.

Section 9 Licensing and registration of labor organizations.

- (a) No labor organization shall engage in business, organizing employees, or any other labor organization activities on Pueblo lands without a license issued by the applicable Pueblo entity, which license shall provide as follows:

- (1) the right of such labor organization to conduct business and labor organization activities on Pueblo lands is a privilege, subject to the Pueblo's jurisdiction, consent, regulatory authority, and right to exclude;
- (2) the consent of the Pueblo to allow such labor organization to conduct business and labor organization activities on Pueblo lands is conditioned upon such labor organization's express agreement to be subject to Pueblo law, including, without limitation, this Ordinance;
- (3) in consideration of the Pueblo's consent to such labor organization's conduct of business and labor organization activities within the jurisdiction of the Pueblo, such labor organization agrees to:
 - (A) comply with Pueblo law, including, but not limited to, this Ordinance and all policies and procedures of an employer;
 - (B) submit to the exclusive jurisdiction of the Pueblo, including, without limitation, the jurisdiction of the Board and the Pueblo of Isleta Tribal Court, for any dispute arising out of such labor organization's conduct of business and labor organization activities on Pueblo lands; and
 - (C) to pay an annual license fee to the Pueblo in the amount of \$10,000.00.
- (4) such other requirements as the Pueblo may require.
- (b) For the purposes of licensing under this Section 9, "applicable Pueblo entity" means—
 - (1) the Pueblo of Isleta Gaming Regulatory Agency for licensing regarding the Pueblo's gaming businesses or operations; or
 - (2) the Pueblo's Treasurer for all other licensing.

Section 10 Bargaining impasses.

- (a) Not less than thirty (30) days after the commencement of negotiations for a collective bargaining agreement, if management and the exclusive bargaining representative reach a bargaining impasse over matters of disagreement, the parties shall submit such impasse to third-party mediation to resolve the matters of disagreement informally through a mediator selected by the parties. No party shall declare a bargaining impasse under this Section until thirty (30) days after the commencement of mediation.
- (b) Not less than thirty (30) days after the commencement of mediation regarding a bargaining impasse under subsection (a) of this Section, and if the parties have failed to resolve matters of disagreement through such mediation, either party may declare a bargaining impasse by providing written notification to the Board of a bargaining impasse. Written notification must include—

- (1) a summary statement of the matters of disagreement and agreement;
 - (2) a proposed collective bargaining agreement which includes the matters of agreement;
 - (3) each party's proposal of the language of any matters of disagreement to be included as terms of a collective bargaining agreement between the parties; and
 - (4) the respective positions of the parties.
- (c) Within ten (10) days of receipt of a written notification of a bargaining impasse, the Board shall promptly investigate any impasse presented to it under subsection (b) of this Section and shall either—
- (A) recommend to the parties procedures for the resolution of the bargaining impasse; or
 - (B) assist the parties in resolving the bargaining impasse through whatever methods and procedures, including factfinding and recommendations, it may consider appropriate to accomplish resolution of the bargaining impasse.
- (d) If the parties do not arrive at a settlement within twenty (20) days after assistance by the Board under subsection (c) of this Section, the Board shall hold a hearing for the purpose of rendering a binding decision to resolve any matters of disagreement, which shall be resolved solely by the Board deciding to include either party's proposal submitted under paragraph 3 of subsection (b) of this Section as terms in a collective bargaining agreement between the parties. In preparation for such hearing, the Board may receive a brief from each party, administer oaths, take the testimony of any person under oath, and issue subpoenas requiring the attendance and testimony of witnesses and the production of documentary or other evidence at such hearing. The Board shall thereafter issue a binding decision to resolve any matters of disagreement, which shall be resolved solely by the Board deciding to include either party's proposal submitted under paragraph 3 of subsection (b) of this Section as terms in a collective bargaining agreement between the parties. Such decision shall include a written report issued to the parties summarizing the resolution of each area of impasse, supported by a statement of reasoning. The decision shall be binding on the parties during the term of the collective bargaining agreement, unless the parties agree otherwise.

Section 11 Certification of exclusive bargaining representative.

- (a) A labor organization seeking certification as the exclusive bargaining representative of a bargaining unit of employees shall submit a petition for certification to the Board. The petition shall be signed by current employees in the bargaining unit. A labor organization

seeking certification shall also submit to the Board, at the time the petition is submitted, a roster of its officers and representatives, a copy of its constitution and bylaws, proof of a current license issued to the labor organization under Section 9 of this Ordinance, and a statement of its objectives.

(b) Upon receiving a petition for certification, the Board shall determine the appropriateness of the bargaining unit within thirty (30) days of the filing of the petition.

(1) The Board shall determine any unit to be an appropriate bargaining unit only if the determination will ensure a clear and identifiable community of interest among the employees in the unit and will promote effective dealings with, and efficiency of the operation of the employer involved; provided, however, that a unit shall not be determined to be appropriate if it includes—

- (A) any management official or supervisor;
- (B) an employee engaged in administering the provisions of this Ordinance;
- (C) both professional employees and other employees, unless a majority of the professional employees vote for inclusion in the unit;
- (D) any employee engaged in surveillance and security systems or any other internal control system designed to protect the integrity of the Pueblo's gaming operations; or
- (E) any individual excluded from the definition of employee under paragraph 2 of subsection (a) of Section 1.

(c) If the bargaining unit identified in the petition for certification is appropriate, the Board shall ascertain the number of employees in the bargaining unit at the time the petition was made and shall determine the number of employees who have selected the labor organization as their exclusive bargaining representative at the time of the petition.

(1) If the Board determines that, based on the petition for certification, more than 50% of the employees in the bargaining unit have selected the labor organization as their exclusive bargaining representative at the time the petition was filed, the Board shall certify the labor organization as the exclusive bargaining representative of the employees without an election.

(2) If the Board determines that, based on the petition for certification, less than 35% of the employees in the bargaining unit have selected the labor organization as their exclusive bargaining representative at the time the petition was filed, the Board shall not certify the labor organization as the exclusive bargaining representative of the employees without an election.

- (3) If the Board determines that, based on the petition for certification, not less than 35% and not more than 50% of the employees in the bargaining unit have selected the labor organization as their exclusive bargaining representative at the time the petition is filed, the Board shall conduct a secret ballot election among the employees in the bargaining unit no later than forty-five (45) days following the filing of the petition. Notice of the election shall be posted at the employer's facility.
- (A) The Board shall determine who is eligible to vote in any election under this Section and shall establish rules governing any such election, which shall include a ballot allowing employees eligible to vote the opportunity to choose:
- (i) from labor organizations on the ballot, that labor organization which the employees wish to have represent them; or
- (ii) not to be represented by a labor organization.
- (B) Other labor organizations submitting petitions to the Board with the signatures of more than 20% of the employees in the bargaining unit shall also be included on the ballot.
- (C) A labor organization which has submitted to the Board a valid copy of a current or recently expired collective bargaining agreement for the unit may intervene with respect to a petition filed pursuant to subsection (a) of this Section and shall be placed on the ballot of any election under this Section with respect to such petition.
- (D) The labor organization(s) on the ballot shall be supplied with a complete list of current employees in the proposed bargaining unit within a reasonable time prior to the representation vote. In elections where only one labor organization is listed on the ballot, the Board shall certify the labor organization as the exclusive bargaining representative of the employees only if more than 50% of the employees vote in favor of representation by the labor organization. Where more than one labor organization is included on the ballot and no choice receives a majority of the votes cast, a runoff election shall be conducted between the two choices receiving the highest number of votes. A labor organization which receives more than 50% of the votes cast in a runoff election shall be certified by the Board as the exclusive bargaining representative.
- (d) Certification shall not be accorded to a labor organization—
- (1) if the Board determines that the labor organization is opposed to Pueblo law or subject to corrupt influences;

- (2) in the case of a petition submitted pursuant to subsection (a) of this Section, if there is not credible evidence that at least 30 percent of the employees in the unit specified in the petition wish to be represented for the purpose of collective bargaining by the labor organization seeking exclusive certification;
 - (3) if there is then in effect a lawful written collective bargaining agreement between the employer involved and an exclusive bargaining representative, other than the labor organization seeking certification, covering any employees included in the unit specified in the petition, unless—
 - (A) the collective bargaining agreement has been in effect for more than 3 years; or
 - (B) the petition for certification is filed not more than 105 days and not less than 60 days before the expiration date of the collective bargaining agreement; or
 - (4) if the Board has, within the previous 12 calendar months, conducted a secret ballot election for the unit described in any petition under this Section and in such election a majority of the employees voting either chose a labor organization for certification as the unit's exclusive bargaining representative or chose not to be represented by a labor organization.
- (e) A labor organization certified pursuant to this Section 11 for an appropriate bargaining unit shall be the exclusive bargaining representative of all the employees in such unit for the purposes of collective bargaining with respect to conditions of employment. An exclusive bargaining representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 12 Decertification.

- (a) Upon the filing with the Board of a petition signed by 35% or more of the employees in a bargaining unit seeking decertification of a certified exclusive bargaining representative, the Board shall conduct a secret ballot election to determine whether the certified exclusive bargaining representative continues to enjoy the support of a majority of employees participating in an election. Upon such election, if more than 50% of the employees participating in an election vote to decertify a certified exclusive bargaining representative, such bargaining representative shall be decertified and shall thereafter cease to be legally entitled and obligated to represent employees in the unit.
- (b) A petition for decertification of a certified bargaining representative shall not be considered timely—
 - (1) during the first twelve (12) months following the certification of the exclusive representative; or

- (2) when there is a collective bargaining agreement, except that a request for a decertification may be made no earlier than 180 days and no later than 30 days prior to the end of the agreement; provided, however, that a request for an election may be filed at any time after the expiration of the third year of a collective bargaining agreement.

Section 13 Rules and regulations.

The Board shall promulgate rules and regulations solely for matters within its jurisdiction, subject to approval by Tribal Council, necessary for the enforcement and implementation of the provisions of this Ordinance, provided, however, that such rules and regulations are consistent with the provisions of this Ordinance.

Section 14 Severability.

The provisions of this Ordinance are severable. If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of this Ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 15 Sovereign Immunity.

Except as expressly provided in this Ordinance for the sole purpose of process before the Board, the Pueblo of Isleta reserves its sovereign immunity, and that of its agencies, entities, and businesses, from legal process and unconsented suit to the fullest extent permitted by law.