

NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS
LABOR RELATIONS CODE

PREAMBLE.

THIS LABOR RELATIONS CODE IS ADOPTED BY THE TRIBAL COUNCIL OF THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS ACTING IN ITS GOVERNMENTAL CAPACITY TO REGULATE EMPLOYMENT AND LABOR RELATIONS WITHIN ITS JURISDICTION, INCLUDING THOSE BETWEEN THE TRIBAL GOVERNMENT AND ITS EMPLOYEES. THIS LABOR RELATIONS CODE REGULATES ALL SUBORDINATE SUBDIVISIONS, INSTRUMENTALITIES, AGENCIES, ARMS, AND ENTITIES OF THE NOTTAWASEPPI HURON BAND OF POTAWATOMI INDIANS, INCLUDING THE FIREKEEPERS DEVELOPMENT AUTHORITY, IN THEIR ROLE AS TRIBAL EMPLOYERS ENGAGED IN GOVERNMENTAL OPERATIONS OF THE TRIBE. NOTWITHSTANDING EXTERNAL CHARACTERIZATIONS OF THE GOVERNMENTAL OPERATIONS OF THE TRIBE, THESE OPERATIONS ARE BASIC GOVERNMENTAL FUNCTIONS OF THE TRIBE EXERCISED PURSUANT TO ITS INHERENT SELF-GOVERNING AUTHORITY. THE TRIBE'S COMMERCIAL ACTIVITIES, INCLUDING THROUGH THE FIREKEEPERS DEVELOPMENT AUTHORITY, ARE ESSENTIAL TO RAISE REVENUE TO FINANCE BASIC GOVERNMENTAL FUNCTIONS. ALL REVENUE RAISED THROUGH THE TRIBE'S COMMERCIAL ACTIVITIES ARE RETURNED TO THE TRIBE TO FINANCE BASIC GOVERNMENTAL FUNCTIONS, SUCH AS PROVISION OF EDUCATION, PUBLIC SAFETY, TRANSPORTATION, ECONOMIC DEVELOPMENT, HEALTHCARE, AND

SOCIAL SERVICES. BODE'WADMI TRADITIONS AND VALUES RECOGNIZE THAT EVERYONE AND EVERYTHING IS CONNECTED AND THAT THE ACTIONS OF ONE, OR THAT OF A PART, WILL IMPACT THE WHOLE. IN ALL THINGS WE DO, WE STRIVE TO PROMOTE THOSE BODE'WADMI TRADITIONS AND VALUES BY SEEKING CONSENSUS SO THAT DECISIONS ARE MADE THAT BENEFIT THE WHOLE OF THE COMMUNITY, WHICH INCLUDES THE COMMUNITY OF EMPLOYEES WHO ARE INVITED IN, AND ACCEPT EMPLOYMENT WITHIN OUR TRIBAL COMMUNITY. IN KEEPING WITH OUR VALUES, THIS LABOR RELATIONS CODE REGULATES LABOR RELATIONS BETWEEN THE TRIBE AND ITS EMPLOYEES, INCLUDING EMPLOYEES IN TRIBAL COMMERCIAL ENTERPRISES THAT RAISE REVENUE TO FINANCE BASIC GOVERNMENTAL FUNCTIONS AND PROGRAMS.

ARTICLE I. AUTHORITY.

THIS LABOR RELATIONS CODE IS ADOPTED PURSUANT TO THE INHERENT AUTHORITY OF THE TRIBAL COUNCIL OF THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS TO REGULATE EMPLOYMENT AND LABOR RELATIONS WITHIN ITS JURISDICTION. THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS' TRIBAL COUNCIL IS RESPONSIBLE FOR PROMOTING BODE'WADMI TRADITIONS AND VALUES IN THE LAWS GOVERNING THE ACTIONS OF THE TRIBE AND IN THE TRIBE'S RELATIONS WITH ITS CITIZENS AND OTHER PERSONS WITHIN THE JURISDICTION OF THE TRIBE. THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS HAS INHERENT AUTHORITY TO GOVERN

LABOR RELATIONS WITHIN ITS JURISDICTION, AND THIS INCLUDES REGULATING THE TERMS AND CONDITIONS UNDER WHICH COLLECTIVE BARGAINING MAY OR MAY NOT OCCUR WITHIN ITS TERRITORY. THE TRIBE'S INHERENT AUTHORITY FURTHER INCLUDES THE RIGHT TO PROMOTE THE PEACE, SAFETY, AND GENERAL WELFARE OF THE TRIBE FROM BEING HARMED OR THREATENED BY THE ACTIVITIES OF NON-MEMBERS WITHIN THE TRIBE'S JURISDICTION.

ARTICLE II. PURPOSE.

THE PURPOSE OF THIS CODE IS TO PROVIDE EMPLOYEES WHO CHOOSE TO OBTAIN EMPLOYMENT WITH A TRIBAL EMPLOYER, OR WITHIN THE JURISDICTION OF THE TRIBE, THE RIGHT TO ORGANIZE AND BARGAIN COLLECTIVELY WITH THEIR EMPLOYERS, AND THE FREEDOM TO CHOOSE NOT TO PARTICIPATE IN COLLECTIVE BARGAINING EFFORTS, IN ORDER TO PROMOTE HARMONIOUS AND COOPERATIVE RELATIONSHIPS BETWEEN TRIBAL EMPLOYERS AND EMPLOYEES, IN A MANNER THAT PROTECTS ESSENTIAL ATTRIBUTES OF TRIBAL SELF-GOVERNMENT AND PROMOTES THE PEACE, SAFETY, AND GENERAL WELFARE OF THE TRIBE AND PERSONS WHO PARTICIPATE IN OUR TRIBAL ECONOMY.

ARTICLE III. LABOR RELATIONS POLICY.

BODE'WADMI TRADITIONS AND VALUES RECOGNIZE THE INTER-CONNECTEDNESS OF EVERY PERSON AND EVERYTHING IN THIS WORLD AND THAT THE ACTIONS OF ONE INDIVIDUAL, OR OF A GROUP OF INDIVIDUALS, WILL HAVE AN IMPACT ON THE

WHOLE OF OUR COMMUNITY. IN ALL THINGS WE DO AS A GOVERNMENT, IT IS OUR OBLIGATION TO PROMOTE THE BODE'WADMI TRADITIONS AND VALUES BY SEEKING CONSENSUS SO THAT DECISIONS THAT ARE MADE WILL BENEFIT THE WHOLE OF OUR COMMUNITY FOR THIS AND THE NEXT SEVEN GENERATIONS, WHICH INCLUDES THE COMMUNITY OF EMPLOYEES WHO ARE INVITED IN, AND ACCEPT EMPLOYMENT WITHIN, OUR TRIBAL COMMUNITY. IN FURTHERANCE OF THAT GOAL, IT IS THE POLICY OF THE TRIBE TO PROMOTE HARMONIOUS AND COOPERATIVE RELATIONSHIPS BETWEEN THE TRIBAL GOVERNMENT AND ITS EMPLOYEES BY PERMITTING EMPLOYEES WITHIN THE GOVERNMENTAL OPERATIONS OF THE TRIBE TO ORGANIZE AND BARGAIN COLLECTIVELY; TO PROTECT ORDERLY GOVERNMENTAL OPERATIONS OF THE TRIBE TO PROVIDE FOR THE PEACE, SAFETY, AND GENERAL WELFARE OF THE TRIBE AND ITS MEMBERS; TO PROHIBIT AND PREVENT ALL STRIKES BY EMPLOYEES WITHIN THE GOVERNMENTAL OPERATIONS OF THE TRIBE; TO PROTECT THE RIGHTS OF EMPLOYEES WITHIN THE JURISDICTION OF THE TRIBE TO JOIN OR REFUSE TO JOIN, AND TO PARTICIPATE IN OR REFUSE TO PARTICIPATE IN, LABOR ORGANIZATIONS; TO PROTECT THE RIGHTS OF TRIBAL MEMBERS TO EMPLOYMENT PREFERENCES; AND TO ENSURE THE INTEGRITY OF ANY LABOR ORGANIZATION DOING BUSINESS WITHIN THE JURISDICTION OF THE TRIBE BY REQUIRING ANY SUCH LABOR ORGANIZATION TO OBTAIN A LICENSE.

IN CARRYING OUT THE POWERS OF SELF-GOVERNMENT IN A MANNER THAT PROMOTES AND PRESERVES OUR BODE'WADMI VALUES AND TRADITIONS, THE

TRIBE STRIVES TO BE GUIDED BY THE SEVEN (7) GRANDFATHER TEACHINGS IN ITS DELIBERATIONS AND DECISIONS. THE RIGHTS AND LIMITATIONS CONTAINED IN THIS CODE ARE INTENDED TO REFLECT THE VALUES IN THE SEVEN (7) GRANDFATHER TEACHINGS TO ENSURE THAT TRIBAL EMPLOYERS, EMPLOYEES, LABOR ORGANIZATIONS, AND OTHER PERSONS PARTICIPATING IN THE EMPLOYER-EMPLOYEE RELATIONS WITHIN THE JURISDICTION OF THE TRIBE WILL BE GUIDED BY THE SEVEN (7) GRANDFATHER TEACHINGS (NOEG MESHOMSENANEK KENOMAGEWENEN):

BWAKAWEN	WISDOM
DEBANAWEN	LOVE
KEJITWAWENINDOWEN	RESPECT
WEDASEWEN	BRAVERY
GWEKWADZEWEN	HONESTY
EDBESENDOWEN	HUMILITY
DEBWEWIN	TRUTH

ARTICLE IV. DEFINITIONS

- A. *BARGAINING UNIT* MEANS A UNIT OF EMPLOYEES WITHIN THE GOVERNMENTAL OPERATIONS OF THE TRIBE IDENTIFIED AS AN APPROPRIATE UNIT FOR REPRESENTATION PURSUANT TO ARTICLE X.
- B. *CONFIDENTIAL EMPLOYEE* MEANS AN EMPLOYEE OF A TRIBAL EMPLOYER WHO ASSISTS OR ACTS IN A CONFIDENTIAL CAPACITY WITH RESPECT TO LEGAL, FINANCIAL, HUMAN RESOURCES, ACCOUNTING OR POLICY MATTERS, AND INCLUDES SUCH EMPLOYEES WHO HAVE ACCESS TO INFORMATION THAT

IS SUBJECT TO USE IN CONTRACT NEGOTIATIONS, THE DISPOSITION OF GRIEVANCES, OR OTHER LABOR RELATIONS MATTERS.

C. *EXCLUSIVE BARGAINING REPRESENTATIVE* OR *EXCLUSIVE REPRESENTATIVE* MEANS A LABOR ORGANIZATION THAT IS LAWFULLY ELECTED TO BE THE EXCLUSIVE BARGAINING REPRESENTATIVE OF A BARGAINING UNIT WITHIN THE GOVERNMENTAL OPERATIONS OF THE TRIBE.

D. *FIREKEEPERS DEVELOPMENT AUTHORITY* MEANS THE UNINCORPORATED INSTRUMENTALITY ESTABLISHED BY THE TRIBE TO RUN AND OPERATE THE FIREKEEPERS CASINO AND RELATED OPERATIONS.

E. *GAMING COMMISSION* MEANS THE NOTTAWASEPPI HURON POTAWATOMI GAMING COMMISSION.

F. *GOVERNMENTAL OPERATIONS OF THE TRIBE* MEANS THE OPERATIONS OF THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS EXERCISED PURSUANT TO ITS INHERENT SELF-GOVERNING AUTHORITY AS A FEDERALLY RECOGNIZED INDIAN TRIBE, WHETHER THROUGH THE FIREKEEPERS DEVELOPMENT AUTHORITY OR OTHER SUBORDINATE ECONOMIC ORGANIZATION OR INSTRUMENTALITY OF THE TRIBE OR THROUGH A DEPARTMENT, COMMISSION, AGENCY, OR AUTHORITY OF THE TRIBE, INCLUDING, BUT NOT LIMITED TO:

- a. THE PROVISION OF HEALTH, HOUSING, EDUCATION, AND OTHER GOVERNMENTAL SERVICES AND PROGRAMS TO ITS MEMBERS;
- b. THE OPERATION OF “CLASS II” AND “CLASS III” GAMING; AND

c. THE EXERCISE AND OPERATION OF ITS ADMINISTRATIVE, REGULATORY,
AND POLICE POWER AUTHORITIES WITHIN THE TRIBE'S JURISDICTION

G. *IMPASSE* MEANS FAILURE OF A TRIBAL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE, AFTER GOOD-FAITH BARGAINING, TO REACH AGREEMENT IN THE COURSE OF NEGOTIATING A COLLECTIVE BARGAINING AGREEMENT.

H. *ILLEGAL DRUG* MEANS A SUBSTANCE DEFINED AS UNLAWFUL BY STATE AND/OR FEDERAL LAW OR A PRESCRIBED DRUG USED OUTSIDE OF THE PRESCRIBED MANNER, OR AN OVER-THE-COUNTER DRUG USED OUTSIDE THE PRESCRIBED MANNER.

I. *INDIAN GAMING REGULATORY ACT* MEANS 25 U.S.C. §§ 2701-2721.

J. *LABOR ORGANIZATION* MEANS AND INCLUDES A LABOR ASSOCIATION, LABOR UNION, AN AFFILIATE OF A LABOR ASSOCIATION OR LABOR UNION, AND ANY OTHER ORGANIZATION OF EMPLOYEES ORGANIZED FOR THE PURPOSE OF BARGAINING OVER HOURS OF EMPLOYMENT, RATES OF PAY, WORKING CONDITIONS, GRIEVANCES, OR OTHER TERMS OR CONDITIONS OF EMPLOYMENT.

K. *LAWS OF THE TRIBE* MEANS THE CONSTITUTION AND TRIBAL CODE OF THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS, RESOLUTIONS OF THE TRIBAL COUNCIL OR SUBORDINATE ENTITIES, AND THE TRIBAL REGULATIONS OF THE COMMISSIONS, AGENCIES, DEPARTMENTS, AND AUTHORITIES OF THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS.

L. *LOCK OUT* MEANS ANY ACTION BY A TRIBAL EMPLOYER WHICH PREVENTS ITS EMPLOYEES FROM GOING TO WORK FOR THE PURPOSE OF PRESSURING OR COERCING TRIBAL EMPLOYEES AND/OR THEIR BARGAINING REPRESENTATIVE TO ACCEPT THE TRIBAL EMPLOYER'S BARGAINING PROPOSALS.

M. *MANAGERIAL EMPLOYEES OR MANAGER OR MANAGEMENT OR SUPERVISOR* MEANS ANY INDIVIDUAL HOLDING SUPERVISORY AND MANAGERIAL POSITIONS WITHIN A TRIBAL EMPLOYER HAVING AUTHORITY, IN THE INTEREST OF THE TRIBAL EMPLOYER, TO HIRE, TRANSFER, SUSPEND, LAYOFF, RECALL, PROMOTE, DISCHARGE, ASSIGN, REWARD OR DISCIPLINE OTHER EMPLOYEES, OR RESPONSIBLY DIRECT THEM, OR ADJUST THEIR GRIEVANCES, OF EFFECTIVELY TO RECOMMEND SUCH ACTION, IF IN CONNECTION WITH THE FOREGOING THE EXERCISE OF SUCH AUTHORITY IS NOT OF A ROUTINE OR CLERICAL NATURE AND WHO REPRESENTS A TRIBAL EMPLOYER'S INTERESTS AND WHO, BECAUSE OF THEIR POSITION, DOES NOT QUALIFY AND IS NOT ELIGIBLE TO BE WITHIN A BARGAINING UNIT.

N. *NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL* MEANS THE NEUTRAL ELECTION OFFICIAL APPOINTED BY THE TRIBAL COUNCIL FOR THE PURPOSE OF

a. CERTIFYING A SHOWING OF THIRTY PERCENT (30%) OR MORE SUPPORT FOR UNION REPRESENTATION; AND

b. OVERSEEING ANY UNION ELECTION PURSUANT TO AN AGREEMENT ENTERED INTO BY THE TRIBE WITH A LABOR ORGANIZATION

O. *NONMEMBER TRIBAL EMPLOYEES* MEANS EMPLOYEES WITHIN A BARGAINING

UNIT WHO ARE NOT MEMBERS OF A LABOR ORGANIZATION.

P. *STRIKE* MEANS A TRIBAL EMPLOYEE'S REFUSAL, IN CONCERTED ACTION WITH OTHER TRIBAL EMPLOYEES, TO REPORT FOR DUTY OR HIS OR HER WILLFUL ABSENCE IN WHOLE OR IN PART FROM THE FULL, FAITHFUL, AND PROPER PERFORMANCE OF THE DUTIES OF EMPLOYMENT FOR THE PURPOSE OF INDUCING, INFLUENCING OR COERCING A CHANGE IN THE CONDITIONS, COMPENSATION, RIGHTS, PRIVILEGES OR OBLIGATIONS OF TRIBAL EMPLOYMENT. THIS TERM INCLUDES:

- a. BOYCOTTS OF ANY KIND DESIGNED TO ADVERSELY AFFECT THE TRIBAL EMPLOYER; AND
- b. NOTWITHSTANDING THE PROVISIONS OF ANY OTHER LAW, AN EMPLOYEE WITHIN THE GOVERNMENTAL OPERATIONS OF THE TRIBE WHO, BY CONCERTED ACTION WITH OTHERS AND WITHOUT THE LAWFUL APPROVAL OF HIS OR HER SUPERVISOR, WILLFULLY ABSENTS HIMSELF OR HERSELF FROM HIS OR HER POSITION, OR ABSTAINS IN WHOLE OR IN PART FROM THE FULL, FAITHFUL AND PROPER PERFORMANCE OF HIS OR HER DUTIES FOR THE PURPOSE OF INDUCING, INFLUENCING OR COERCING A CHANGE IN EMPLOYMENT CONDITIONS, OR THE RIGHTS, PRIVILEGES, OR OBLIGATIONS OF EMPLOYMENT

Q. *SUBORDINATE ECONOMIC ORGANIZATION* MEANS AN ECONOMIC ENTERPRISE OPERATING WITHIN THE JURISDICTION OF THE TRIBE, WHETHER UNDER A

TRIBAL OR CORPORATE CHARTER, ESTABLISHED BY RESOLUTION OR CODE OF THE TRIBAL COUNCIL.

R. *TRIBAL COUNCIL* MEANS THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS TRIBAL COUNCIL.

S. *TRIBAL COURT* MEANS THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS TRIBAL COURT.

T. *TRIBAL EMPLOYEE* (FOR PURPOSES OF THIS LABOR RELATIONS CODE) MEANS ANY EMPLOYEE OF A TRIBAL EMPLOYER EXCEPT:

- a. APPOINTED OR ELECTED OFFICIALS OF THE TRIBE INCLUDING BUT NOT LIMITED TO OFFICIALS OF ANY COMMISSION OR REGULATORY BODY OF THE TRIBE, OR
- b. MANAGERIAL EMPLOYEES OR CONFIDENTIAL EMPLOYEES (AS THOSE TERMS ARE DEFINED HEREIN).

U. *TRIBAL EMPLOYER* MEANS A SUBORDINATE SUBDIVISION, INSTRUMENTALITY, AGENCY, ARM, OR ENTITY OF THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS, INCLUDING FIREKEEPERS DEVELOPMENT AUTHORITY, OR ANY ECONOMIC ORGANIZATION, DEPARTMENT, COMMISSION, AGENCY, OR AUTHORITY OF THE TRIBE ENGAGED IN ANY GOVERNMENTAL OPERATION OF THE TRIBE.

V. *TRIBE* MEANS THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS.

W. *UNION DUES* MEANS DUES, FEES, ASSESSMENTS OR OTHER CHARGES OF ANY KIND OR AMOUNT OR THEIR EQUIVALENTS PAID OR PAYABLE, DIRECTLY OR INDIRECTLY, TO A LABOR ORGANIZATION OR ITS AGENTS AND INCLUDES

PAYMENTS TO ANY CHARITY OR OTHER THIRD PARTY IN LIEU OF SUCH PAYMENTS TO A LABOR ORGANIZATION.

ARTICLE V. TIME CALCULATIONS.

WEEKENDS, TRIBAL, STATE AND NATIONAL HOLIDAYS SHALL NOT BE COUNTED IN DETERMINING THE DEADLINE FOR ANY ACTION THAT IS REQUIRED TO OCCUR WITHIN TEN (10) DAYS OR LESS UNDER THE PROVISIONS OF THIS CODE. THE NEUTRAL ELECTION OFFICIAL, MEDIATORS, FACT FINDERS, AND ARBITRATORS SHALL HAVE DISCRETION TO EXTEND THE DEADLINES HEREIN FOR MATTERS THEY HANDLE ONLY FOR GOOD CAUSE SHOWN BY A PARTY IN ADVANCE OF THE DEADLINE.

ARTICLE VI. FREEDOM OF CHOICE GUARANTEED.

6.01. IN KEEPING WITH THE TRIBE'S RESPONSIBILITY TO PROTECT ITS EMPLOYEES' PRIVILEGE TO CHOOSE WHETHER TO ORGANIZE AND BARGAIN COLLECTIVELY, NO PERSON SHALL BE REQUIRED, IN ORDER TO OBTAIN EMPLOYMENT OR AS A CONDITION OF EMPLOYMENT OR CONTINUATION OF EMPLOYMENT WITH A TRIBAL EMPLOYER, TO DO ANY OF THE FOLLOWING:

- a. RESIGN OR REFRAIN FROM VOLUNTARY MEMBERSHIP IN, VOLUNTARY AFFILIATION WITH, OR VOLUNTARY FINANCIAL SUPPORT OF A LABOR ORGANIZATION;
- b. BECOME OR REMAIN A MEMBER OF A LABOR ORGANIZATION OR BE AFFILIATED WITH A LABOR ORGANIZATION;
- c. BE RECOMMENDED, APPROVED, REFERRED, OR CLEARED BY OR THROUGH A LABOR ORGANIZATION; OR
- d. PAY UNION DUES AS DEFINED IN THIS CODE, OR TO HAVE UNION DUES, FEES, ASSESSMENTS, OR OTHER CHARGES TO BE HELD FOR, TRANSFERRED TO, OR PAID OVER TO A LABOR ORGANIZATION DEDUCTED FROM A TRIBAL EMPLOYEE'S WAGES, EARNINGS, OR COMPENSATIONS UNLESS THE EMPLOYEE HAS FIRST PRESENTED, AND THE TRIBAL EMPLOYER HAS RECEIVED, A SIGNED WRITTEN AUTHORIZATION OF SUCH DEDUCTIONS, THE AUTHORIZATION OF WHICH MAY BE REVOKED BY THE EMPLOYEE AT ANY TIME BY GIVING WRITTEN NOTICE OF SUCH REVOCATION TO THE TRIBAL EMPLOYER.

6.02. IT SHALL BE UNLAWFUL FOR ANY PERSON, LABOR ORGANIZATION, OR OFFICER, AGENT OR MEMBER THEREOF, OR TRIBAL EMPLOYER, OR OFFICER OR AGENT THEREOF, BY ANY THREATENED OR ACTUAL INTIMIDATION OF AN EMPLOYEE OR PROSPECTIVE EMPLOYEE OR HIS OR HER PARENTS, SPOUSE, CHILDREN, GRANDCHILDREN, OR ANY OTHER PERSONS RESIDING IN THE EMPLOYEE'S OR PROSPECTIVE EMPLOYEE'S HOME, OR BY ANY DAMAGE OR THREATENED DAMAGE TO HIS OR HER PROPERTY, TO COMPEL OR ATTEMPT TO

COMPEL SUCH EMPLOYEE OR PROSPECTIVE EMPLOYEE TO JOIN, AFFILIATE WITH, OR FINANCIALLY SUPPORT A LABOR ORGANIZATION OR TO REFRAIN FROM DOING SO, OR TO OTHERWISE FORFEIT HIS OR HER RIGHTS AS GUARANTEED BY PROVISIONS OF THIS CODE. IT SHALL BE UNLAWFUL TO CAUSE OR ATTEMPT TO CAUSE SUCH EMPLOYEE TO BE DENIED EMPLOYMENT OR DISCHARGED FROM EMPLOYMENT BECAUSE OF SUPPORT OR NONSUPPORT OF A LABOR ORGANIZATION BY INDUCING OR ATTEMPTING TO INDUCE ANY OTHER PERSON TO REFUSE TO WORK WITH SUCH EMPLOYEE.

6.03. ANY AGREEMENT, UNDERSTANDING OR PRACTICE, WRITTEN OR ORAL, IMPLIED OR EXPRESSED, BETWEEN ANY LABOR ORGANIZATION AND ANY TRIBAL EMPLOYER WHICH VIOLATES THE RIGHTS OF EMPLOYEES AS GUARANTEED BY THE PROVISIONS OF THIS CODE IS HEREBY DECLARED TO BE AGAINST PUBLIC POLICY, AN ILLEGAL COMBINATION OR CONSPIRACY IN RESTRAINT OF TRADE, NULL AND VOID AND OF NO LEGAL EFFECT.

6.04. ANY CLAIMS ALLEGING VIOLATION OF THE FREEDOM OF CHOICE PROVISION MUST BE FILED IN TRIBAL COURT IN ACCORDANCE WITH THIS CODE AND OTHER LAWS OF THE TRIBE.

ARTICLE VII. STRIKES AFFECTING THE GOVERNMENTAL OPERATIONS AND/OR OPERATIONS OF THE TRIBE PROHIBITED.

7.01. *DECLARATION AND FINDINGS.*

- a. THE GOVERNMENTAL OPERATIONS OF THE TRIBE ARE CRITICAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE TRIBE AND ITS MEMBERS. INTERFERENCE WITH EMPLOYEE RELATIONS THREATENS TO INTERRUPT THE PROVISION OF THE GOVERNMENTAL OPERATIONS OF THE TRIBE. THIS LABOR RELATIONS CODE REGULATES THE RELATIONSHIP BETWEEN THE TRIBE AND ITS EMPLOYEES TO ENSURE THE PROVISION OF GOVERNMENTAL OPERATIONS IS NOT INTERRUPTED. AS SUCH, NO EMPLOYEE OR LABOR ORGANIZATION SHALL INTERFERE WITH, THREATEN OR UNDERMINE THE GOVERNMENTAL OPERATIONS OF THE TRIBE.
- b. THE OPERATION OF “CLASS II” AND “CLASS III” GAMING THROUGH THE FIREKEEPERS CASINO IS A DIRECT EXERCISE OF THE GOVERNMENTAL OPERATIONS OF THE TRIBE TO RAISE GOVERNMENT REVENUE TO FINANCE BASIC GOVERNMENTAL PROGRAMS AND SERVICES OF THE TRIBE. AS SUCH, INTERFERENCE WITH THE OPERATION OF THE FIREKEEPERS CASINO GAMING DIRECTLY INTERFERES WITH CRITICAL GOVERNMENTAL OPERATIONS OF THE TRIBE. NO EMPLOYEE OR LABOR ORGANIZATION SHALL INTERFERE WITH, THREATEN OR UNDERMINE THE OPERATION OF THE FIREKEEPERS CASINO BY THE TRIBE.

DEPARTMENTS AND AGENCIES OF THE OPERATIONS OF THE TRIBE, INCLUDING THE FIREKEEPERS CASINO, HAVE NO RIGHT TO STRIKE.

7.03. *STRIKES PROHIBITED.* STRIKES, WORK STOPPAGES, SLOWDOWNS, OR PROTESTS, AS WELL AS ANY OTHER EXPRESSIONS OF DISPUTES, CONFLICTS OR DISPLEASURE AGAINST THE GOVERNMENTAL OPERATIONS OF THE TRIBE, ARE CONTRARY TO THE HEALTH, SAFETY AND WELFARE OF THE TRIBE AND ITS MEMBERS, AND ARE THEREFORE PROHIBITED. NO EMPLOYEE OR LABOR ORGANIZATION SHALL ENGAGE IN THE TYPES OF CONDUCT OR BEHAVIOR REFERENCED ABOVE WITH RESPECT TO ANY GOVERNMENTAL OPERATION OF THE TRIBE. NO LABOR ORGANIZATION SHALL CAUSE, INSTIGATE, ENCOURAGE OR SUPPORT AN EMPLOYEE OR ANY OTHER INDIVIDUAL – TO PARTICIPATE IN THE TYPES OF CONDUCT OR BEHAVIOR REFERENCED ABOVE AGAINST A TRIBAL EMPLOYER.

ARTICLE VIII. LOCK OUTS PROHIBITED.

8.01 TRIBAL EMPLOYERS, ACTING AS SUBORDINATE SUBDIVISIONS, INSTRUMENTALITIES, AGENCIES, ARMS OR ENTITIES OF THE TRIBE, MAY NOT ACT IN A WAY THAT WILL INTERFERE WITH THE GOVERNMENTAL OPERATIONS OF THE TRIBE. TRIBAL EMPLOYERS ARE RESPONSIBLE FOR PROMOTING HARMONIOUS AND COOPERATIVE RELATIONSHIPS BETWEEN THE TRIBAL GOVERNMENT AND ITS EMPLOYEES; PROTECTING THE ORDERLY GOVERNMENTAL OPERATIONS OF THE

TRIBE; AND PROTECTING THE RIGHTS OF EMPLOYEES WITHIN THE JURISDICTION OF THE TRIBE TO JOIN OR REFUSE TO JOIN, AND TO PARTICIPATE OR REFUSE TO PARTICIPATE IN, LABOR ORGANIZATIONS; AND PROTECTING THE PEACE, SAFETY, AND GENERAL WELFARE OF ITS EMPLOYEES. AS SUCH, A TRIBAL EMPLOYER SHALL NOT ENGAGE IN ANY ACTION CONSTITUTING A LOCK OUT.

ARTICLE IX. LICENSING AND REGISTRATION OF LABOR ORGANIZATIONS.

9.01. *LICENSING REQUIRED.* EACH LABOR ORGANIZATION REPRESENTING OR SEEKING TO REPRESENT EMPLOYEES WORKING FOR ANY TRIBAL EMPLOYER SHALL BE REQUIRED TO OBTAIN A LICENSE ISSUED BY THE HURON POTAWATOMI GAMING COMMISSION (THE “GAMING COMMISSION”).

9.02. *INITIAL FILING OF LICENSE APPLICATION.*

- a. WITHIN THIRTY (30) DAYS OF THE DATE ON WHICH IT BEGINS ORGANIZING ACTIVITIES DIRECTED AT THE EMPLOYEES OF ANY TRIBAL EMPLOYER, A LABOR ORGANIZATION SHALL FILE WITH THE GAMING COMMISSION, AN APPLICATION FOR LICENSING IN ACCORDANCE WITH REGULATIONS PROMULGATED BY THE GAMING COMMISSION.
- b. FOR PURPOSES OF THIS SECTION, ORGANIZING ACTIVITIES SHALL INCLUDE, WITHOUT LIMITATION, SOLICITING MEMBERSHIP BY MEANS OF DIRECT PERSONAL CONTACT, OR ANY PUBLIC NOTICES SUCH AS THE POSTING OR DISTRIBUTION OF FLIERS, POSTERS OR

ADVERTISEMENTS; PROVIDED THAT NOTHING IN THIS SECTION SHALL BE CONSTRUED AS AUTHORIZING ORGANIZING ACTIVITIES WHICH ARE OTHERWISE PROHIBITED BY REGULATIONS, POLICIES OR PROCEDURES ADOPTED BY ANY TRIBAL EMPLOYER.

- c. ANY PERSON WHO INTENTIONALLY MAKES A FALSE STATEMENT TO THE GAMING COMMISSION IN CONNECTION WITH ANY APPLICATION FOR A LICENSE OR OTHER REGISTRATION REQUIRED BY THE GAMING COMMISSION SHALL BE DEEMED TO BE IN VIOLATION OF THIS CODE.

9.03. *CONDITION OF LICENSE.*

A. ANY LICENSE ISSUED TO ANY LABOR ORGANIZATION CONDUCTING BUSINESS WITHIN THE TRIBE'S JURISDICTION IS A PRIVILEGE, SUBJECT TO THE CONSENT AND REGULATORY AUTHORITY OF THE TRIBE.

B. THE CONSENT OF THE TRIBE TO ALLOW SUCH LABOR ORGANIZATION TO CONDUCT BUSINESS WITHIN THE JURISDICTION OF THE TRIBE IS CONDITIONED UPON SUCH LABOR ORGANIZATION'S AGREEMENT TO BE SUBJECT TO THE LAWS OF THE TRIBE AND ITS REGULATORY AUTHORITY, INCLUDING THIS CODE.

C. IN CONSIDERATION OF THE TRIBE'S CONSENT TO SUCH LABOR ORGANIZATION'S CONDUCT OF BUSINESS WITHIN THE

JURISDICTION OF THE TRIBE, SUCH LABOR ORGANIZATION AGREES TO:

1. COMPLY WITH ALL RULES, REGULATIONS, AND LAWS OF THE TRIBE,
2. SUBMIT TO THE JURISDICTION OF THE TRIBE, AND
3. PAY A LICENSE FEE IN THE AMOUNT AS DETERMINED BY THE HURON POTAWATOMI GAMING COMMISSION;

c. ANY LABOR ORGANIZATION AGREES THAT A LICENSE ISSUED BY THE TRIBE FOR CONDUCTING BUSINESS WITHIN THE TERRITORIAL JURISDICTION OF THE TRIBE MAY BE REVOKED BY THE TRIBE AT ANY TIME, WITH OR WITHOUT HEARING, FOR ANY FAILURE TO COMPLY WITH THE LAWS OF THE TRIBE AND SUCH OTHER REQUIREMENTS AS THE GAMING COMMISSION MAY REQUIRE UNDER ITS REGULATIONS.

9.04. SUBJECT TO THE REQUIREMENTS OF THIS ARTICLE IX, THE GAMING COMMISSION IS HEREBY AUTHORIZED BY THE TRIBAL COUNCIL OF THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS TO ENACT SUCH REGULATIONS AS IT SEES FIT TO INVESTIGATE AND LICENSE ANY LABOR ORGANIZATION SEEKING TO CONDUCT BUSINESS WITHIN THE JURISDICTION OF THE TRIBE.

ARTICLE X. UNION ELECTIONS.

10.01. *PETITION FOR ELECTION.* A LABOR ORGANIZATION MAY FILE A PETITION WITH THE TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) DIRECTOR STATING THAT THIRTY PERCENT (30%) OR MORE OF THE TRIBAL EMPLOYEES IN AN APPROPRIATE BARGAINING UNIT DESIRE TO BE EXCLUSIVELY REPRESENTED FOR THE PURPOSE OF COLLECTIVE BARGAINING WITHIN THE UNIT DEFINED BY THE PETITIONING ORGANIZATION AND REQUEST THE DESIGNATION OF SAID ORGANIZATION AS THEIR EXCLUSIVE REPRESENTATIVE.

A. A PETITION FILED HEREUNDER MUST CONTAIN EITHER THE SIGNATURES OF THIRTY PERCENT (30%) OF THE TRIBAL EMPLOYEES IN THE BARGAINING UNIT PROPOSED, OR BE ACCOMPANIED BY THE SUBMISSION OF AUTHORIZATION CARDS FROM AT LEAST THIRTY PERCENT (30%) OF THE TRIBAL EMPLOYEES IN THE PROPOSED BARGAINING UNIT.

B. THE PETITION MUST ALSO DESCRIBE THE PROPOSED BARGAINING UNIT BY INCLUDING A DESIGNATION OF EACH JOB CATEGORY OR POSITION WHICH THE LABOR ORGANIZATION STATES SHOULD BE INCLUDED IN THE BARGAINING UNIT AND EACH JOB CATEGORY OR POSITION THE LABOR ORGANIZATION STATES SHOULD BE EXCLUDED FROM THE PROPOSED BARGAINING UNIT.

C. THE PETITION MUST STATE THE DATE IT WAS INITIATED.

D. A PETITION TO BE CONSIDERED VALID MUST BE COMPLETED WITHIN NINETY (90) DAYS OF THE DATE IT WAS INITIATED. AUTHORIZATION CARDS TO BE CONSIDERED VALID MUST BE UTILIZED WITHIN NINETY (90) DAYS OF THE DATE IT WAS SIGNED.

10.02. *RECEIPT OF PETITION FOR ELECTION.* UPON RECEIPT OF SUCH A PETITION THE TERO DIRECTOR SHALL REFER THE PETITION TO THE TRIBAL COURT. THE TRIBAL COURT SHALL APPOINT A NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL WITH SUBSTANTIAL EXPERIENCE IN LABOR RELATIONS AND LABOR LAW TO ACT ON THE PETITION. THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL SHALL REVIEW THE PETITION, VERIFY THE LABOR ORGANIZATION'S SHOWING OF INTEREST, CERTIFY THAT IT IS IN COMPLIANCE WITH THIS CODE, REVIEW AND DECIDE ANY ISSUES OR OBJECTIONS RAISED CONCERNING THE PETITION OR THE APPROPRIATENESS OF THE BARGAINING UNIT, AND CONDUCT A SECRET BALLOT ELECTION AS PROVIDED HEREIN.

10.03. *HEARINGS.* THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL SHALL HAVE THE AUTHORITY TO CONVENE A HEARING FOR THE PURPOSE OF ADDRESSING ANY AND ALL ISSUES RELATING TO THE PETITION. AT THE HEARING, THE PARTIES SHALL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE ON ANY AND ALL ISSUES RELATING TO THE PETITION. THE PARTIES SHALL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE ON ANY AND ALL ISSUES RELATING TO THE PETITION. THE PARTIES SHALL HAVE THE RIGHT TO

SUBMIT BRIEFS TO THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL. THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL SHALL ISSUE A REASONED WRITTEN DECISION, INCLUDING FINDINGS OF FACT AND CONCLUSIONS OF LAW ADDRESSING ALL THE ISSUES REFERRED TO IN PARAGRAPH 10.02 ABOVE AND PARAGRAPH 10.04 BELOW. THE PARTIES MAY APPEAL ANY DETERMINATIONS OF THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL TO THE TRIBAL COURT AND THE TRIBAL COURT'S DECISION SHALL BE FINAL AS TO SUCH ISSUES. THE TRIBAL COURT SHALL ADOPT THE DECISION OF THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL UNLESS THE TRIBAL COURT DETERMINES, UNDER A CLEAR AND CONVINCING EVIDENCE STANDARD OF REVIEW, THAT THE DECISION OF THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL IS IN CONFLICT WITH TRIBAL LAW. THE DECISION OF THE TRIBAL COURT SHALL BE FINAL, AND THERE SHALL BE NO APPEAL TO THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS SUPREME COURT.

10.04. *DETERMINATION OF THE APPROPRIATENESS OF BARGAINING UNIT.* IN DETERMINING THE APPROPRIATENESS OF A BARGAINING UNIT, THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL SHALL TAKE INTO CONSIDERATION BUT SHALL NOT BE LIMITED TO CONSIDERING THE FOLLOWING FACTORS:

- a. CONSISTENT WITH THE BODE'WADMI TRADITIONS AND VALUES THAT UNDERLIE THE TRIBE'S MANAGEMENT OF ITS COMMERCIAL

ACTIVITIES, IT SHALL BE EXPRESSLY RECOGNIZED BY THE NEUTRAL ELECTION OFFICIAL, ELECTION OFFICIAL OR ANY OTHER APPELLATE OR REVIEWING BODY OR ENTITY, THAT IN ORDER TO PROTECT ORDERLY GOVERNMENTAL OPERATIONS OF THE TRIBE AND TO PROVIDE FOR THE GENERAL WELFARE OF THE TRIBE THERE IS AT ALL TIMES AND UNDER ALL CIRCUMSTANCES THE PRESUMPTION IN FAVOR OF THE LARGEST APPROPRIATE BARGAINING UNIT AND THAT THE APPROPRIATE BARGAINING UNIT SHALL CONSIST, AT A MINIMUM, OF ALL ELIGIBLE EMPLOYEES WITHIN A DIVISION OR OPERATING UNIT OF THE TRIBAL EMPLOYER.

- b. THAT AN APPROPRIATE BARGAINING UNIT IS BASED ON OCCUPATIONAL GROUPS OR GROUPS OF EMPLOYEES WHO SHARE CLEAR AND IDENTIFIABLE COMMUNITIES OF INTEREST IN EMPLOYMENT TERMS AND CONDITIONS AND RELATED PERSONNEL MATTERS;
- c. THE IMPACT AND EFFECTS OF OVER-FRAGMENTATION OF BARGAINING UNITS;
- d. PRINCIPLES OF EFFICIENT ADMINISTRATION OF THE TRIBAL GOVERNMENT; AND
- e. ANY HISTORY OF COLLECTIVE BARGAINING FOR TRIBAL EMPLOYEES.

10.05. *LIMITATION ON PETITIONS.* IF A LABOR ORGANIZATION'S PETITION AND/OR ELECTION EFFORT IS NOT SUCCESSFUL IT CANNOT INITIATE A NEW PETITION FOR THE SAME BARGAINING UNIT FOR A PERIOD OF TWENTY-FOUR MONTHS (24) FOLLOWING THE FAILED UNION ORGANIZATIONAL EFFORT.

10.06. *SECRET BALLOT ELECTION.* WHEN ALL ISSUES, IF ANY, RELATING TO THE PETITION HAVE BEEN RESOLVED, THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL SHALL CONDUCT A SECRET BALLOT ELECTION OF ELIGIBLE VOTERS IF IT DETERMINES THAT A VALID PETITION HAS BEEN FILED. THE BALLOT FOR THE SPECIAL ELECTION SHALL CONTAIN THE NAME OF ANY LABOR ORGANIZATION SUBMITTING A PETITION IN COMPLIANCE WITH SUBSECTION (A) OF THIS SECTION, AND CONTAIN CLEAR LANGUAGE PROVIDING THE TRIBAL EMPLOYEES WITH A CHOICE TO EITHER SELECT THE LABOR ORGANIZATION THAT FILED THE PETITION AS THE EXCLUSIVE REPRESENTATIVE FOR THE TRIBAL EMPLOYEES WITHIN THE BARGAINING UNIT OR TO CHOOSE NOT TO BE REPRESENTED BY ANY LABOR ORGANIZATION. EVERY SECRET BALLOT ELECTION SHALL BE OPEN TO ALL TRIBAL EMPLOYEES IN THE BARGAINING UNIT AND OPERATES AS THE FUNCTIONAL EXPRESSION OF THE TRIBAL EMPLOYEES' CHOICE OF WHETHER TO ORGANIZE AND COLLECTIVELY BARGAIN

10.07. *ELECTION RESULT AND APPEAL.* IF A MAJORITY (FIFTY PERCENT PLUS ONE) OF THE TRIBAL EMPLOYEES IN THE PROPOSED BARGAINING UNIT VOTES IN FAVOR OF A LABOR ORGANIZATION, THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL SHALL, TEN (10) DAYS AFTER THE ELECTION, CERTIFY

THE LABOR ORGANIZATION AS THE EXCLUSIVE BARGAINING REPRESENTATIVE FOR THE APPROPRIATE BARGAINING UNIT. IF A LABOR ORGANIZATION DOES NOT RECEIVE A MAJORITY VOTE FOR THE LABOR ORGANIZATION, THEN TEN (10) DAYS AFTER THE ELECTION THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL SHALL CERTIFY THAT THERE IS NO EXCLUSIVE REPRESENTATIVE OF THE BARGAINING UNIT.

10.08. IF EITHER THE TRIBAL EMPLOYER OR THE LABOR ORGANIZATION HAS A GOOD FAITH REASON TO BELIEVE THAT THE ELECTION WAS NOT CONDUCTED IN A FAIR AND IMPARTIAL MANNER OR THAT FRAUD PROHIBITED OR IMPROPER PRACTICES AFFECTED THE OUTCOME OF THE ELECTION, THE TRIBAL EMPLOYER OR LABOR ORGANIZATION MAY FILE SUCH OBJECTIONS WITH THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL WITHIN TEN (10) DAYS AFTER THE ELECTION.

10.09. THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL SHALL CONDUCT SUCH INVESTIGATION AS IT DEEMS APPROPRIATE TO RESOLVE SUCH OBJECTIONS. WHETHER TO HOLD AN EVIDENTIARY HEARING ON SUCH OBJECTIONS SHALL BE WITHIN THE DISCRETION OF THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL.

10.10. ANY DETERMINATION OF THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL ON SUCH OBJECTIONS TO THE ELECTION MUST BE ISSUED IN A REASONED WRITTEN DECISION INCLUDING FINDINGS OF FACT AND

CONCLUSIONS OF LAW, AND MAY BE APPEALED TO THE TRIBAL COURT AND ITS DECISION IS FINAL ON SUCH ISSUES. THE TRIBAL COURT SHALL ADOPT THE DECISION OF THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL UNLESS THE TRIBAL COURT DETERMINES, UNDER A CLEAR AND CONVINCING EVIDENCE STANDARD OF REVIEW, THAT THE DECISION OF THE NEUTRAL ELECTION OFFICIAL OR ELECTION OFFICIAL RESULTED FROM FRAUD OR BIAS OR IS IN DIRECT CONFLICT WITH TRIBAL LAW. THE DECISION OF THE TRIBAL COURT SHALL BE FINAL AND THERE SHALL BE NO APPEAL TO THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS SUPREME COURT.

10.11. *TIME LIMITATION.* NO ELECTION SHALL BE DIRECTED OR HELD IN ANY BARGAINING UNIT WITHIN WHICH AN ELECTION HAS BEEN CONDUCTED IN THE TWELVE-(12) MONTH PERIOD IMMEDIATELY PRECEDING THE PETITION FOR ELECTION.

10.12. *GUARDS OR OTHER SECURITY PERSONNEL.* A LABOR ORGANIZATION SHALL NOT BE CERTIFIED AS THE REPRESENTATIVE OF EMPLOYEES IN A BARGAINING UNIT OF GUARDS OR OTHER SECURITY PERSONNEL IF SUCH ORGANIZATION ADMITS TO MEMBERSHIP, OR IS AFFILIATED DIRECTLY OR INDIRECTLY WITH AN ORGANIZATION WHICH ADMITS TO MEMBERSHIP, EMPLOYEES OTHER THAN GUARDS OR OTHER SECURITY PERSONNEL.

ARTICLE XI. DUTY TO BARGAIN IN GOOD FAITH.

11.01. EXCEPT AS OTHERWISE PROVIDED BY THIS CODE, IF A LABOR ORGANIZATION IS LAWFULLY SELECTED TO BE THE EXCLUSIVE BARGAINING REPRESENTATIVE OF A BARGAINING UNIT OF TRIBAL EMPLOYEES, THE TRIBAL EMPLOYER AND THE LABOR ORGANIZATION SHALL:

- A. BARGAIN IN GOOD FAITH ON WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT AND OTHER ISSUES AGREED TO BY THE PARTIES, PROVIDED THAT NEITHER MANAGEMENT NOR THE EXCLUSIVE REPRESENTATIVE SHALL BE REQUIRED TO AGREE TO A PROPOSAL OR TO MAKE A CONCESSION; AND
- B. ENTER INTO WRITTEN COLLECTIVE BARGAINING AGREEMENTS COVERING EMPLOYMENT RELATIONS.
- c. THE OBLIGATION TO BARGAIN IN GOOD FAITH IS REQUIRED BY OUR BODE'WADMI TRADITIONS AND VALUES THAT UNDERLIE THE TRIBE'S MANAGEMENT ITS COMMERCIAL ACTIVITIES AS AN ENTITY OF THE TRIBAL GOVERNMENT PERFORMING TRIBAL OPERATIONS. THE OBLIGATION TO BARGAIN COLLECTIVELY IMPOSED BY THIS SECTION, HOWEVER, SHALL NOT BE CONSTRUED TO REQUIRE THE TRIBAL EMPLOYER AND AN EXCLUSIVE REPRESENTATIVE TO NEGOTIATE OVER MATTERS THAT WOULD CONFLICT WITH THE PROVISIONS OF ANY OTHER LAWS OF THE TRIBE, INCLUDING THOSE CONTAINED IN ARTICLE XVII OF THIS

CODE, AND IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF ANY OTHER LAWS OF THE TRIBE AND AN AGREEMENT ENTERED INTO BY THE TRIBAL EMPLOYER AND THE EXCLUSIVE REPRESENTATIVE IN COLLECTIVE BARGAINING, THE LAWS OF THE TRIBE SHALL PREVAIL.

ARTICLE XII. UNFAIR LABOR PRACTICES.

12.01. A TRIBAL EMPLOYER SHALL NOT:

- a. INTERFERE WITH, RESTRAIN, OR COERCE TRIBAL EMPLOYEES IN THE EXERCISE OF THEIR RIGHTS GUARANTEED THEM UNDER THIS CODE;
- b. DOMINATE, INTERFERE, OR ASSIST WITH THE FORMATION, EXISTENCE OR ADMINISTRATION OF ANY LABOR ORGANIZATION, INCLUDING FINANCIAL SUPPORT;
- c. ENCOURAGE OR DISCOURAGE MEMBERSHIP IN ANY LABOR ORGANIZATION BY DISCRIMINATION IN REGARD TO HIRING, TENURE, OR OTHER CONDITIONS OF EMPLOYMENT;
- d. DISCRIMINATE IN REGARD TO HIRING, TENURE, OR OTHER CONDITIONS OF EMPLOYMENT BECAUSE OF THE TRIBAL EMPLOYEE'S, OR NONMEMBER TRIBAL EMPLOYEE'S, EXERCISE OF RIGHTS UNDER THIS CODE, INCLUDING BECAUSE A TRIBAL EMPLOYEE, OR NONMEMBER TRIBAL EMPLOYEE, HAS SIGNED OR FILED AN AFFIDAVIT, PETITION,

GRIEVANCE, OR COMPLAINT OR GIVEN INFORMATION OR TESTIMONY OR FILED A CLAIM OR CHARGES UNDER THIS CODE;

- e. REFUSE TO BARGAIN COLLECTIVELY, FAIL TO BARGAIN COLLECTIVELY IN GOOD FAITH, OR REFUSE TO SIGN A FINAL AGREEMENT AGREED UPON WITH THE EXCLUSIVE BARGAINING REPRESENTATIVE.

12.02. A LABOR ORGANIZATION OR ANYONE ACTING IN ITS BEHALF OR ITS OFFICERS, REPRESENTATIVES, AGENTS, OR MEMBERS SHALL NOT:

- a. INTERFERE WITH, RESTRAIN, OR COERCE ANY TRIBAL EMPLOYEE IN THE EXERCISE OF ANY RIGHT SET FORTH IN THIS CODE, OR INTERFERE WITH, RESTRAIN, OR COERCE MANAGEMENT BY REASONS OF ITS PERFORMANCE OF DUTIES OR OTHER ACTIVITIES UNDERTAKEN IN THE INTERESTS OF THE GOVERNMENTAL OPERATIONS OF THE TRIBE;
- b. RESTRAIN OR COERCE A TRIBAL EMPLOYER IN THE SELECTION OF ITS EXCLUSIVE REPRESENTATIVE FOR PURPOSES OF COLLECTIVELY BARGAINING;
- c. DISCRIMINATE AGAINST A TRIBAL EMPLOYEE WITH REGARD TO LABOR ORGANIZATION MEMBERSHIP, OR BECAUSE OF RACE, COLOR, RELIGION, CREED, AGE, SEX, OR NATIONAL ORIGIN;
- d. CAUSE OR ATTEMPT TO CAUSE A TRIBAL EMPLOYER TO DISCRIMINATE AGAINST A TRIBAL EMPLOYEE BECAUSE OF THE EMPLOYEE'S MEMBERSHIP OR NONMEMBERSHIP IN A LABOR ORGANIZATION OR

ATTEMPT TO CAUSE A TRIBAL EMPLOYER TO VIOLATE ANY OF THE PROVISIONS OF THIS CODE;

- e. FORCE OR REQUIRE A TRIBAL EMPLOYER TO RECOGNIZE OR BARGAIN WITH A PARTICULAR LABOR ORGANIZATION AS THE REPRESENTATIVE OF TRIBAL EMPLOYEES IF ANOTHER LABOR ORGANIZATION HAS BEEN CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE OF SUCH TRIBAL EMPLOYEES UNDER THE PROVISIONS OF THIS LAW;
- f. REFUSE TO BARGAIN COLLECTIVELY OR FAIL TO BARGAIN COLLECTIVELY IN GOOD FAITH OR REFUSE TO SIGN A FINAL AGREEMENT AGREED UPON WITH MANAGEMENT;
- g. REFUSE OR FAIL TO COMPLY WITH A COLLECTIVE BARGAINING OR OTHER AGREEMENT WITH A TRIBAL EMPLOYER;
- h. DISCRIMINATE AGAINST A TRIBAL EMPLOYEE BECAUSE SHE OR HE HAS SIGNED OR FILED AN AFFIDAVIT, PETITION, OR COMPLAINT OR GIVEN ANY INFORMATION OR TESTIMONY IN ANY PROCEEDINGS PROVIDED FOR IN THIS CODE;
- i. PARTICIPATE IN, CONDONE OR AUTHORIZE A STRIKE AGAINST THE GOVERNMENTAL OPERATIONS OF THE TRIBE BY INSTIGATING, SUPPORTING OR FAILING TO TAKE AFFIRMATIVE ACTION TO TERMINATE A STRIKE. ANY VIOLATION OF THIS PARAGRAPH SHALL SUBJECT THE VIOLATOR TO THE CIVIL PENALTIES PROVIDED IN THIS CODE;

- j. ATTEMPT TO INFLUENCE THE OUTCOME OF A TRIBAL GOVERNMENT ELECTION IN ANY MANNER, PROVIDED, HOWEVER, THAT THIS SUBSECTION DOES NOT APPLY TO A TRIBAL EMPLOYEE WHO IS A TRIBAL MEMBER ACTING IN HIS OR HER INDIVIDUAL CAPACITY; OR
- k. PICKET HOMES OR PRIVATE BUSINESSES OF ELECTED TRIBAL OFFICIALS OR TRIBAL EMPLOYEES.

12.03. *FREE SPEECH.* NOTWITHSTANDING THE PROVISIONS OF SECTIONS 12.01 AND 12.02, THE PARTIES SHALL HAVE THE RIGHT TO VOICE THEIR VIEWS CONSISTENT WITH THE PROTECTIONS AFFORDED BY THE TRIBE'S CONSTITUTION, AND THE EXPRESSION OF ANY ARGUMENTS OR OPINIONS SHALL NOT CONSTITUTE, OR BE EVIDENCE OF, AN UNFAIR LABOR PRACTICE OR OF ANY OTHER VIOLATION OF THIS CODE, AS LONG AS SUCH EXPRESSION CONTAINS NO PROMISE OF BENEFITS OR THREAT OF REPRISAL OR FORCE.

ARTICLE XIII. RESOLUTION OF UNFAIR LABOR PRACTICE CHARGES.

13.01. *ARBITRATION.*

- a. WHEN A QUESTION ARISES AS TO WHETHER AN UNFAIR LABOR PRACTICE WAS COMMITTED, THE PARTY CHARGING THE UNFAIR LABOR PRACTICE CHARGE MAY FILE A WRITTEN REQUEST FOR ARBITRATION TO THE PARTY CHARGED WITH THE VIOLATION. SAID CHARGES MUST BE FILED WITHIN SIXTY (60) DAYS OF THE EVENT COMPLAINED OF BY THE CHARGING PARTY.
- b. IF BOTH PARTIES AGREE TO ARBITRATION, CHARGES OF

VIOLATIONS OF THE DUTY TO BARGAIN IN GOOD FAITH AND UNFAIR LABOR PRACTICES PROVIDED BY THIS CODE MAY BE BROUGHT BEFORE AN ARBITRATOR, MUTUALLY AGREED TO AND WHO'S FEES SHALL BE SHARED EQUALLY BY THE PARTIES WITHIN THIRTY (30) DAYS OF THE RECEIPT BY EITHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR SUCH LATER TIME AS THE ARBITRATOR MAY PROMPTLY SCHEDULE A HEARING. IF THE PARTIES ARE UNABLE TO AGREE UPON AN ARBITRATOR, THEY SHALL USE THE FEDERAL MEDIATION AND CONCILIATION SERVICE ARBITRATOR SELECTION PROCEDURE, PROVIDED THAT ANY ARBITRATOR SELECTED THROUGH THE FMCS LABOR ARBITRATOR SELECTION PROCEDURE SHALL BE A MEMBER OF THE NATIONAL ACADEMY OF ARBITRATORS.

- c. THE SELECTED ARBITRATOR SHALL APPLY THE LAWS OF THE TRIBE TO RESOLVE THE CHARGE, BUT IN THE ABSENCE OF SUCH LAW, THE ARBITRATOR SHALL APPLY PERSUASIVE AUTHORITY GOVERNING LABOR RELATIONS.

(1) THE ARBITRAL FORUM HEREIN ESTABLISHED IS INTENDED TO RESOLVE DISPUTES OVER THE INTERPRETATION OR APPLICATION OF THE MATTERS EXPRESSLY COVERED BY THIS CODE.

(2) THE ARBITRATOR SHALL HAVE NO POWER TO ADD TO OR SUBTRACT FROM OR MODIFY THIS CODE.

(3) THE ARBITRATOR SHALL HAVE AUTHORITY TO FASHION AN APPROPRIATE REMEDY, HOWEVER ALL CLAIMS FOR BACK WAGES SHALL BE LIMITED TO THE AMOUNT OF WAGES THAT THE EMPLOYEE WOULD OTHERWISE HAVE EARNED LESS ANY UNEMPLOYMENT COMPENSATION OR OTHER COMPENSATION THAT HE/SHE MAY HAVE RECEIVED, AND ALL COSTS AND ATTORNEY FEES ARE TO BE PAID FOR THE PARTY INCREASING SAID COSTS AND FEES.

d. THE ARBITRATOR'S DECISION SHALL BE IN WRITING AND MAILED TO THE PARTIES, RETURN RECEIPT REQUESTED. EXCEPT AS PROVIDED IN SECTION 13.02, THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING UPON THE PARTIES.

13.02. JUDICIAL REVIEW.

a. A PARTY WHO CLAIMS THAT THE ARBITRATOR'S DECISION IS IN VIOLATION OF THE LAWS OF THE TRIBE MAY, WITHIN TEN (10) DAYS OF RECEIPT OF THE ARBITRATOR'S DECISION, BRING AN APPEAL OF THE ARBITRATOR'S DECISION TO THE SUPREME COURT FOR THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS.

b. IN ANY SUCH APPEAL, THE SUPREME COURT'S REVIEW SHALL BE LIMITED TO REVIEW FOR ERRORS OF LAW OR FACT AND THE

ISSUANCE OF AN ORDER AFFIRMING THE ARBITRATOR'S DECISION
OR CORRECTING IT FOR LEGAL ERROR AS IS NECESSARY TO
RENDER IT IN COMPLIANCE WITH THE LAW OF THE TRIBE.

13.03. *TRIBAL COURT.* IF BOTH PARTIES DO NOT AGREE TO BRING THE CLAIM BEFORE AN ARBITRATOR WITHIN THIRTY (30) DAYS OF THE RECEIPT BY EITHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION, THE TRIBAL COURT SHALL HAVE JURISDICTION OVER THE CLAIM. THE PARTY ALLEGING THE VIOLATION(S) MUST FILE THE COMPLAINT WITH THE TRIBAL COURT WITHIN NINETY (90) DAYS FROM THE DATE OF THE VIOLATION(S) WHICH FORM THE BASIS OF THE COMPLAINT.

ARTICLE XIV. RESOLUTION OF BARGAINING IMPASSE

14.01. *SUBJECTS NOT WITHIN PROCEDURES FOR RESOLVING BARGAINING IMPASSE.*

NONMANDATORY SUBJECTS OF BARGAINING SHALL NOT BE SUBJECT TO THE IMPASSE PROCEDURES OF THIS ARTICLE. UNLESS MUTUALLY AGREED TO BY THE PARTIES, THE IMPASSE PROCEDURES OF THIS SECTION SHALL NOT BE INVOKED DURING THE PENDENCY OF ANY CHARGE REGARDING THE REQUIRED SCOPE OF GOOD FAITH BARGAINING UNDER ARTICLE XI.

14.02. *MEDIATION.*

a. *MEDIATION.* FOLLOWING THE COMMENCEMENT OF NEGOTIATIONS, IF MANAGEMENT AND THE EXCLUSIVE BARGAINING REPRESENTATIVE REACH AN IMPASSE IN

NEGOTIATING A LABOR CONTRACT, THEY SHALL JOINTLY RETAIN AND PAY FOR A MEDIATOR TO ASSIST THEM IN RESOLVING THE IMPASSE ISSUES. IN THE ABSENCE OF AN AGREEMENT ON THE MEDIATOR, EITHER PARTY MAY REQUEST THE NEUTRAL ELECTION OFFICIAL TO APPOINT A MEDIATOR, AND THE NEUTRAL ELECTION OFFICIAL'S APPOINTMENT OF SUCH MEDIATOR SHALL BE BINDING ON THE PARTIES. IT SHALL BE THE FUNCTION OF THE MEDIATOR TO BRING THE PARTIES TOGETHER TO EFFECTUATE A SETTLEMENT OF THE DISPUTE, BUT THE MEDIATOR MAY NOT COMPEL THE PARTIES TO AGREE. ANY APPOINTED MEDIATOR SHALL BE EXPERIENCED IN LABOR MEDIATION, AND SHALL BE DRAWN FROM LISTS OF SUCH MEDIATORS MAINTAINED BY THE FEDERAL MEDIATION AND CONCILIATION SERVICE OR THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION.

- b. EITHER PARTY SHALL HAVE THE RIGHT TO UTILIZE THE MEDIATOR'S SERVICES DURING A SIXTY (60) DAY PERIOD TO ASSIST THE PARTIES IN REACHING A COLLECTIVE BARGAINING AGREEMENT. AT THE EXPIRATION OF THIS SIXTY (60) DAY PERIOD, THE TRIBAL EMPLOYER MAY IMPLEMENT UNILATERALLY ITS LAST OFFER OF SETTLEMENT BEFORE THE IMPASSE OCCURRED.

14.03 *COSTS OF IMPASSE RESOLUTION PROCEEDINGS.* THE TRIBAL EMPLOYER AND THE EXCLUSIVE BARGAINING REPRESENTATIVE SHALL SHARE EQUALLY ALL FEES AND COSTS OF MEDIATION, AND FACT FINDING PROVIDED FOR BY THIS ARTICLE.

14.04 *STATUS OF TERMS AND CONDITIONS OF EMPLOYMENT PENDING IMPASSE RESOLUTION.* AT ALL TIMES WHEN AN IMPASSE REMAINS UNRESOLVED, THE PRIOR TERMS AND CONDITIONS OF EMPLOYMENT SHALL REMAIN IN EFFECT EVEN IF A PRIOR COLLECTIVE BARGAINING AGREEMENT GOVERNING THE BARGAINING UNIT HAS EXPIRED. IN SUCH A SETTING, THE TERMS OF ANY PRIOR COLLECTIVE BARGAINING AGREEMENT SHALL CONTINUE IN FORCE AND EFFECT, INCLUDING, BUT NOT LIMITED TO, THE CONTINUATION OF ANY PAY PLAN INCLUDED IN THE AGREEMENT, UNTIL A NEW AGREEMENT SHALL BE EXECUTE; PROVIDED, HOWEVER, THAT FOR THE PURPOSES OF THIS PARAGRAPH, THE CONTINUING TERMS SHALL NOT INCLUDE FAIR SHARE PROVISIONS AND COST OF LIVING INCREASES, AND NOTHING IN THIS PARAGRAPH SHALL REQUIRE PAYMENTS OF COST OF LIVING INCREASES DURING THE TIME PERIOD BETWEEN CONTRACTS.

ARTICLE XV. DURATION OF COLLECTIVE BARGAINING AGREEMENTS FOR TRIBAL EMPLOYEES.

15.01. COLLECTIVE BARGAINING AGREEMENTS ENTERED INTO BY THE TRIBAL EMPLOYER AND AN EXCLUSIVE BARGAINING REPRESENTATIVE SHALL HAVE TERMS OF THREE (3) YEARS OR LESS.

ARTICLE XVI. DECERTIFICATION OF EXCLUSIVE REPRESENTATIVE.

16.01. A MEMBER OF A LABOR ORGANIZATION OR OF THE BARGAINING UNIT MAY INITIATE THE DECERTIFICATION PROCESS OF A LABOR ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT IF THIRTY PERCENT (30%) OF THE TRIBAL EMPLOYEES IN THE BARGAINING UNIT MAKE A WRITTEN REQUEST TO THE NEUTRAL ELECTION OFFICIAL FOR A DECERTIFICATION ELECTION. DECERTIFICATION ELECTIONS MAY BE HELD IN A MANNER PRESCRIBED BY THE NEUTRAL ELECTION OFFICIAL AND SHOULD GENERALLY FOLLOW THE PROVISIONS CONTAINED IN ARTICLE X.

16.02. A REQUEST FOR A DECERTIFICATION ELECTION SHALL BE MADE TO THE NEUTRAL ELECTION OFFICIAL (1) NO EARLIER THAN ONE HUNDRED TWENTY (120) DAYS AND NO LATER THAN NINETY (90) DAYS BEFORE THE EXPIRATION OF THE COLLECTIVE BARGAINING AGREEMENT OR (2) AFTER THE EXPIRATION OF THE COLLECTIVE BARGAINING AGREEMENT.

16.04. WHEN AN EXCLUSIVE REPRESENTATIVE HAS BEEN CERTIFIED BUT NO COLLECTIVE BARGAINING AGREEMENT IS IN EFFECT, THE NEUTRAL

ELECTION OFFICIAL SHALL NOT ACCEPT A REQUEST FOR A DECERTIFICATION ELECTION EARLIER THAN TWELVE (12) MONTHS SUBSEQUENT TO A LABOR ORGANIZATION'S CERTIFICATION AS THE EXCLUSIVE REPRESENTATIVE.

ARTICLE XVII. MATTERS NOT SUBJECT TO COLLECTIVE BARGAINING.

17.01. *PROHIBITION OF COLLECTIVE BARGAINING AFFECTING ALCOHOL AND DRUG TESTING POLICIES.* TRIBAL EMPLOYERS SHALL HAVE THE RIGHT TO ADDRESS THE TERMS AND CONDITIONS FOR TESTING EMPLOYEES FOR ALCOHOL AND DRUG USE, CONSISTENT WITH THE LAWS OF THE TRIBE, AND SUCH POLICIES SHALL NOT BE SUBJECT TO BARGAINING WITH ANY LABOR ORGANIZATION.

17.02. *GAMING REGULATIONS.* THE OBLIGATIONS IMPOSED BY THIS CODE SHALL NOT BE CONSTRUED TO DIMINISH THE AUTHORITY OR POWER OF THE GAMING COMMISSION OR ANY OTHER REGULATORY BODY TO REGULATE THE CONDUCT OF GAMING ACTIVITIES AND SAFEGUARD THE INTEGRITY OF GAMING CONDUCTED ON THE TRIBE'S RESERVATION. AS SUCH TRIBAL EMPLOYERS SHALL NOT HAVE AN OBLIGATION TO BARGAIN WITH ANY LABOR ORGANIZATION REGARDING REGULATORY MATTERS, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING:

- a. *THE STANDARDS FOR THE ISSUANCE OF TRIBAL GAMING LICENSES.*
TRIBAL AND FEDERAL LAWS REQUIRE THE ISSUES OF TRIBAL GAMING LICENSES AND SUCH CONDITIONS OF LICENSING SHALL

NOT BE THE SUBJECT TO BARGAINING WITH ANY LABOR ORGANIZATION;

- b. ENFORCEMENT OF LAWS, REGULATIONS, AND PROCEDURES CONCERNING GAMING OPERATIONS OR GAMING FACILITIES AND ANY ENTITY'S AUTHORITY TO CONDUCT INVESTIGATIONS AND HOLD HEARINGS REGARDING VIOLATIONS OF THE SAME;
- c. ENSURING THE PHYSICAL SAFETY OF GAMING PATRONS AND EMPLOYEES IN ANY GAMING FACILITY;
- d. THE PHYSICAL SAFEGUARDING OF ASSETS TRANSPORTED TO, WITHIN, AND FROM A GAMING FACILITY;
- e. THE PREVENTION OF ILLEGAL ACTIVITY WITHIN A GAMING FACILITY OR WITH REGARD TO GAMING OPERATIONS, INCLUDING, BUT NOT LIMITED TO THE MAINTENANCE OF EMPLOYEE PROCEDURES AND SURVEILLANCE SYSTEMS;
- f. MINIMUM EMPLOYEE AND SUPERVISOR STAFFING REQUIREMENTS RELATED TO THE REGULATION OF GAMING OPERATIONS;
- g. THE SPECIFICATIONS, STANDARDS AND PROCEDURES FOR EACH GAME OR OPERATIONS RELATED TO GAMING ACTIVITIES; AND
- h. THE ESTABLISHMENT AND IMPLEMENTATION OF EMPLOYEE PROCEDURES DESIGNED TO PERMIT DETECTION OF ANY IRREGULARITIES, THEFT, CHEATING, FRAUD OR THE LIKE, CONSISTENT WITH INDUSTRY PRACTICE.

17.03. *INDIAN OR TRIBAL PREFERENCE.* A TRIBAL EMPLOYER SHALL NOT BE REQUIRED, OR PERMITTED, TO BARGAIN CONCERNING THE REQUIREMENTS IMPOSED ON EMPLOYERS PURSUANT TO TRIBAL LAW AND POLICY REGARDING INDIAN OR TRIBAL PREFERENCE CONCERNING EMPLOYMENT OPPORTUNITIES, INCLUDING BUT NOT LIMITED TO, HIRING, TRANSFERS, PROMOTIONS, LAYOFFS, TRAINING AND RETENTION.

17.04. *EMPLOYEE FREEDOM OF CHOICE.* A TRIBAL EMPLOYER OR LABOR ORGANIZATION SHALL NOT BE REQUIRED, OR PERMITTED, TO BARGAIN AND ENTER INTO AN AGREEMENT THAT WOULD BE OR IS IN CONFLICT WITH THE PROVISIONS OF ARTICLE VI OF THIS CODE.

ARTICLE XVIII. CONFLICTS BETWEEN COLLECTIVE BARGAINING AGREEMENTS AND PERSONNEL POLICIES.

18.01. EXCEPT AS PROVIDED BY ARTICLE XVII, IN THE EVENT OF A CONFLICT BETWEEN THE PERSONNEL POLICIES OR PROCEDURES OF A TRIBAL EMPLOYER AND THE PROVISIONS OF A COLLECTIVE BARGAINING AGREEMENT ENTERED INTO BY A TRIBAL EMPLOYER AND A LABOR ORGANIZATION, THE LATTER SHALL CONTROL.

ARTICLE XIX. ENFORCEMENT.

19.01. *STRIKES: CIVIL ACTIONS, PENALTIES, DECERTIFICATION AND EXCLUSION.*

ANY TRIBAL EMPLOYEE OR LABOR ORGANIZATION, AND ANY EMPLOYEE OR

AGENT OF ANY LABOR ORGANIZATION, THAT VIOLATES, OR SEEKS TO VIOLATE, THE PROHIBITION AGAINST STRIKES SET FORTH IN ARTICLE VII SHALL BE SUBJECT TO A CIVIL ACTION BY THE AFFECTED TRIBAL EMPLOYER FOR DECLARATORY AND INJUNCTIVE RELIEF IN THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS TRIBAL COURT. UPON A FINDING OF ANY SUCH VIOLATION BY A LABOR ORGANIZATION OR ANY PERSON ACTING ON BEHALF OF A LABOR ORGANIZATION, THE COURT MAY IMPOSE A CIVIL FINE AGAINST THE LABOR ORGANIZATION, NOT TO EXCEED \$100,000 PER DAY OF UNLAWFUL CONDUCT FOR EACH VIOLATION. UPON A FINDING OF ANY SUCH VIOLATION BY AN EMPLOYEE, THE COURT MAY IMPOSE A CIVIL FINE AGAINST THE EMPLOYEE NOT TO EXCEED \$1,000.00 PER DAY OF UNLAWFUL CONDUCT. ANY LABOR ORGANIZATION FOUND BY THE TRIBAL COURT TO BE IN VIOLATION OF THE PROHIBITION AGAINST STRIKES SHALL BE DEEMED DECERTIFIED FROM REPRESENTING ANY TRIBAL EMPLOYEES AND SHALL FURTHER BE DEEMED NOT LEGALLY ENTITLED TO BE PRESENT ON TRIBAL LANDS AND SUBJECT TO EXCLUSION ON A TEMPORARY OR PERMANENT BASIS. THE TRIBAL COURT SHALL AWARD TO THE TRIBAL EMPLOYER REIMBURSEMENT OF ALL COSTS AND EXPENSES INCURRED BY THE TRIBAL EMPLOYER FOR SEEKING INFORMATION OF THIS PROVISION INCLUDING BUT NOT LIMITED TO ATTORNEY FEES.

19.02. *LOCK OUTS: CIVIL ACTIONS.* A TRIBAL EMPLOYEE OR LABOR ORGANIZATION SHALL HAVE THE RIGHT TO SEEK DECLARATORY AND

INJUNCTIVE RELIEF IN THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS TRIBAL COURT AGAINST TRIBAL EMPLOYERS TO ENFORCE THE PROHIBITION AGAINST LOCK OUTS SET FORTH IN ARTICLE 8 OF THIS CODE. UPON A FINDING BY THE TRIBAL COURT THAT A TRIBAL EMPLOYER HAS VIOLATED ARTICLE 8, THE TRIBAL COURT MAY FASHION AN APPROPRIATE REMEDY AND AWARD SUCH EMPLOYEE OR LABOR ORGANIZATION REASONABLE ATTORNEY FEES AND COSTS.

19.03. *LICENSES: CIVIL ACTIONS, PENALTIES, EXCLUSIONS.* ANY LABOR ORGANIZATION THAT (1) ENGAGES IN ACTIVITIES THAT REQUIRE A LICENSE UNDER THIS CODE WITHOUT SUCH A LICENSE OR (2) VIOLATES THE TERMS OF A LICENSE ISSUED BY THE GAMING COMMISSION IN ACCORDANCE WITH THIS CODE SHALL BE SUBJECT TO AN ACTION IN THE TRIBAL COURT BY THE GAMING COMMISSION, OR BY THE TRIBE THROUGH ITS GENERAL COUNSEL, FOR DECLARATORY AND INJUNCTIVE RELIEF. ANY LABOR ORGANIZATION FOUND BY THE TRIBAL COURT TO HAVE VIOLATED THE LICENSING REQUIREMENTS OF THIS CODE OR THE TERMS OF A LICENSE SHALL BE SUBJECT TO SUCH CIVIL PENALTY, NOT TO EXCEED \$5,000.00. ANY LABOR ORGANIZATION FOUND BY THE TRIBAL COURT TO BE IN VIOLATION THE LICENSING REQUIREMENTS OF THIS CODE OR THE TERMS OF A LICENSE ISSUED BY THE GAMING COMMISSION SHALL BE DEEMED NOT LEGALLY ENTITLED TO BE PRESENT ON TRIBAL LANDS AND SUBJECT TO EXCLUSION ON A TEMPORARY OR PERMANENT BASIS.

19.04. TRIBAL COURT JURISDICTION

- a. SOVEREIGN IMMUNITY.* THE TRIBE HEREBY EXPRESSLY WAIVES ITS SOVEREIGN IMMUNITY FROM SUIT FOR CLAIMS ALLEGING VIOLATIONS OF THIS CODE AGAINST THE TRIBE IN THE TRIBAL COURT SOLELY FOR (1) ACTIONS FOR DECLARATORY AND INJUNCTIVE RELIEF AND ATTORNEY FEES AND COSTS AND (2) ACTIONS IN THE TRIBAL COURT TO ENFORCE A COLLECTIVE BARGAINING AGREEMENT. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE SOVEREIGN IMMUNITY OF THE TRIBE IN THE STATE OR FEDERAL COURTS, OR ANY OTHER FORUM OR CONTEXT.
- b. PROCEDURE.* SUBJECT TO THE PROVISIONS OF THIS CODE PROVIDING OTHERWISE, ANY CLAIM BROUGHT UNDER THIS CODE MUST BE COMMENCED BY THE FILING OF A COMPLAINT WITH THE TRIBAL COURT WITHIN ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE OF THE VIOLATION(S) OR THREATENED VIOLATION(S) OF THE CODE WHICH FORMS THE BASIS OF THE COMPLAINT.