

ARTICLES OF AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA

AND

**SAN MANUEL ENTERTAINMENT AUTHORITY,
AN UNINCORPORATED INSTRUMENTALITY OF
THE SAN MANUEL BAND OF MISSION INDIANS**

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AND
SAN MANUEL ENTERTAINMENT AUTHORITY**

This Agreement made and entered into this 28th day of June, 2022, by and between the **Communications Workers of America**, hereinafter referred to as the “**Union**” and **San Manuel Entertainment Authority** (an unincorporated instrumentality of the San Manuel Band of Mission Indians), hereinafter referred to as the “**Tribe.**”

**ARTICLE 1
RECOGNITION**

Section 1. The Tribe hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, for all eligible tribal casino service employees performing work in job classifications covered by the Agreement as one bargaining unit. For purposes of this Agreement, “eligible tribal casino service employees” is defined as food & beverage food preparation and service workers, maintenance helpers, housekeepers, groundskeepers, landscapers, apparel clerks and PBX operators, house persons, linen runners, room attendants, turndown attendants, in-room dining order takers and in-room dining attendants employed by the Tribe and working within a tribal casino in which Class III gaming is conducted pursuant to a tribal-state compact or other related facility, the only significant purpose of which is to facilitate patronage of the Class III gaming operations. Service employees employed at other San Manuel Band of Mission Indians facilities and operations are specifically excluded from this Agreement. Also excluded from the Agreement are all other employees of the Tribe including, without limitation, confidential employees, managerial employees, human resources employees, accounting employees, payroll employees, office and clerical employees, supervisors, public safety officers and personnel, cash operations (“cage”) employees, dealers, employees engaged in the Tribe’s gaming operations, Tribe maintenance employees, and employees of the San Manuel Gaming Commission.

Section 2. The Tribe shall have the right to create new bargaining unit jobs subject to its duty to bargain with the Union over wage scales and working conditions for all such new bargaining unit jobs. The Tribe shall also consult with but not be obligated to bargain with the Union concerning the duties of such new bargaining unit jobs.

Section 3. All bargaining unit work will be performed by the Union represented employees. Further, the Tribe may, in the case of emergency, lack of available employees or other factors beyond its control, use supervisors or other non-unit personnel to perform bargaining unit work. The Union acknowledges the Tribe’s existing practice of utilizing outside contractors to perform certain tasks involving cleaning of facilities or maintenance of equipment. Such functions shall not be considered bargaining unit work.

The Tribe shall have the right to investigate and utilize new technologies to maximize efficiencies and remain competitive. The Tribe’s intent is that these technologies will assist and support employees, and reduce the physical demands of high labor-intensive and repetitive motion duties. The Tribe

agrees to meet and confer with CWA Local 9400 about the implementation and utilization of new technologies in the workplace. In the unlikely event new technologies impact employees, the Tribe further agrees to: 1) provide advance notice to the employees, 2) provide job training for current or new roles, and 3) give first preference for jobs that are comparable to their current role and they are qualified to perform.

If greater job reassignment support is needed, the Tribe agrees to: 1) provide career counseling, resume building workshops, and interview coaching, 2) a dedicated recruiter or another designated Human Resources professional to assist with their job search, 3) provide a minimum of three (3) job offers to employees for jobs in which they are qualified, and are comparable to their current wages and part-time/full-time status, and 4) reassignment support will be provided for a period of sixty (60) days from the date of notification.

Section 4. The Tribe will notify the Union within seven (7) calendar days (once a week) of new hires and employees transferring back to the bargaining unit by date of hire or transfer of said employees, their assigned job classification, and rate of pay. The Tribe will provide a monthly update on changes in status of bargaining unit employees.

ARTICLE 2 DEFINITIONS

Section 1. “Bargaining Unit Jobs” shall mean those job classifications held by employees in the bargaining unit.

Section 2. “Bargaining Unit Work” shall mean the work traditionally performed by the job classifications held by employees in the bargaining unit.

Section 3. “Cash Operations Employee” shall mean any individual who is a “cage” employee or money counter.

Section 4. “Confidential Employees” shall mean any employee who has access to confidential information regarding the Tribe, its operations and/or employees.

Section 5. “Job Classification” shall mean the grade or level at which a job is classified according to such requirements as training, experience, skill, responsibility, and effort relative to other jobs in the facility.

Section 6. “San Manuel Gaming Act” shall mean the San Manuel Band of Mission Indians ordinance known as the San Manuel Gaming Act of 1989 adopted by the San Manuel General Council on August 31, 1989, as amended through September 16, 2021.

Section 7. “San Manuel Gaming Commission” shall mean the gaming commission established by the San Manuel Band of Mission Indians to monitor gaming activities, investigate wrongdoing, conduct background investigations and issue licenses, and perform other duties as required for the regulation of gaming on the San Manuel Reservation.

Section 8. “San Manuel General Council” shall mean the governing body of the San Manuel Band of Mission Indians.

Section 9. “Supervisor” means any individual having authority, in the interest of the Tribe, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Section 10. “Workplace” shall mean any building in which Class III gaming is conducted pursuant to a tribal-state compact and all rooms, buildings, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the gaming operations or related facilities for which the only significant purpose is to facilitate patronage of the Class III gaming operations.

Section 11. “Wage Experience Credit” shall mean formal education, certificates of training, years of verified work experience and demonstrable skills useful to the Tribe.

ARTICLE 3 RESPONSIBLE UNION-TRIBE RELATIONSHIP

Section 1. The Tribe and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Tribe and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees covered by this Agreement. Each party shall bring to the attention of all employees in the units covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose. In the event of a potential conflict of interest between the Tribe and the Union the representative with the potential conflict of interest shall recuse themselves from the dealings.

Section 2. When the Tribe brings new bargaining unit employees on the payroll, one (1) hour of time will be allowed during work hours for the Union to meet with the member or members to explain Union benefits and activities. Said meeting will be part of the Tribe’s general new hire orientation process and will be available to bargaining unit new hires and those returning to the bargaining unit. A Union designated Steward shall be released and paid as “time worked” for the orientation.

Section 3. The Tribe and the Union will share equally, at 50% each, the cost of printing this contract and providing each employee with a copy.

ARTICLE 4 TRIBAL SOVEREIGNTY, PAST PRACTICE AND NON-DISCRIMINATION

Section 1. Subject to the provisions of this Agreement, and without any waiver of sovereignty of the Tribe or consent to jurisdiction of any state, federal or local court, agency, law, regulation or statute that would not otherwise apply to the Tribe, except as provided in the San Manuel Tribal Labor Relations Ordinance, and restating their respective policies, neither the Tribe nor the Union shall unlawfully discriminate against any employee because of such employee’s race, color, religion, creed, sex, pregnancy, age, marital status, sexual orientation, national origin, ancestry, citizenship or because the person is physically or mentally disabled, a special disabled veteran, a disabled veteran or a veteran of the Vietnam era. The Union recognizes and agrees to the Tribe’s existing preference in hiring and employment for Native

Americans. The sole remedy for any violation of this Section shall be the existing San Manuel Band of Mission Indians laws and procedures as they may be in effect at the time of the alleged violation.

Section 2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against an employee covered under this Agreement in his/her right to join or assist, or refrain from joining or assisting the Union.

Section 3. Tribal Sovereignty. Nothing herein shall constitute a waiver of the sovereignty of the Tribe or San Manuel Band of Mission Indians as an independent governmental entity, except as directly related to the recognition by the Tribe of the Union as the collective bargaining representative of employees covered by this agreement or as explicitly provided in the San Manuel Tribal Labor Relations Ordinance. This Agreement shall not constitute or be interpreted as a waiver of sovereignty or a consent to the jurisdiction of any state, federal or local government agency, court or authority with respect to any statute, law, regulation or ordinance to which the Tribe or San Manuel Band of Mission Indians is not currently subject by applicable law. In the event of any dispute concerning any alleged waiver of tribal sovereignty, or the applicability to San Manuel Band of Mission Indians or the Tribe of any state, federal or local law, statute, ordinance or regulation, there shall be a presumption that no such waiver was intended, and any such waiver must clearly appear from the face of the Agreement.

Section 4. San Manuel Tribal Labor Relations Ordinance. The San Manuel Band of Mission Indians has adopted a Tribal Labor Relations Ordinance, dated September 28, 1999. In the event of any inconsistency between the Agreement and the Ordinance, the terms of this Agreement shall govern.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. Management Rights. The Tribe retains solely and exclusively all rights, powers, and authorities not specifically abridged by an express provision of this agreement. Without limiting the generality of the foregoing, examples of the rights, powers and authorities retained exclusively by the Tribe, unless abridged by an express provision of this agreement, include, but are not limited to the following:

To manage, direct and maintain the business operation, methods, processes, scope, means and places of services to patrons and guests, to manage, direct and maintain the efficiency of its business, personnel, departments, buildings, and facilities; to create, change, combine or abolish departments, facilities or functions in whole or in part; to direct the workforce including increasing or decreasing the workforce and/or determining the number of bargaining unit employees or other employees to be hired or retrained and their assignments; to establish work standards, quality standards and work load; to adopt, revise or delete employer policies governing the employment of employees including but not limited to rules of conduct and safety and for penalties for violations thereof; to determine the location and/or relocation of any facility within the San Manuel Reservation; and to make operational or organizational changes necessary to any of the foregoing. Any management function not expressly limited by this agreement may be exercised unilaterally, and the Tribe shall not be obligated or required to bargain with the Union concerning its exercise of its management rights or the effect of its exercise of these rights on the bargaining unit; provided, however, that the Tribe shall make reasonable effort to notify the Union of any proposed exercise of management rights, pursuant to this Article, that would have a material effect on the bargaining unit as a whole, and, upon request, shall

review the proposed change and its effect with the Union. The examples of management rights in this Article are not exclusive and are provided by way of example only.

Section 2. No Effect on Existing Policies, Ordinances and Regulations. This Agreement shall not abridge or alter or affect any existing law, Regulation, Resolution or policy of San Manuel Band of Mission Indians or of the Tribe, including presently existing personnel policies and procedures, except as expressly provided herein. The provisions of the Yaamava' Resort & Casino at San Manuel Team Member Handbook ("Employee Handbook") shall remain in effect and shall not be affected or limited by anything in this Agreement. In the case of a direct conflict between any provision of the Employee Handbook and a specific provision of this Agreement, the provision of this Agreement shall control. The Union acknowledges receipt of a copy of the Employee Handbook, and agrees that the same shall remain in effect as provided herein. Except as specifically referenced herein, all past practices existing prior to the effective date of this Agreement are terminated as of the effective date of this Agreement, unless such past practice is memorialized in written tribal policy, law, resolution, regulation or other writing. Any practices occurring or continuing subsequent to the effective date of this Agreement shall be binding upon the Tribe only if in writing and signed or authorized by an authorized representative of the Tribe, which shall include only the San Manuel Band of Mission Indians General Council, the San Manuel Band of Mission Indians Business Committee, and the General Manager of Yaamava' Resort & Casino at San Manuel.

ARTICLE 6 UNION SECURITY

Section 1. Under obligations within this Agreement, the Union is required to represent all of the employees in the bargaining unit fairly and equally without regard to whether the employee is a member of the Union. In consideration thereof, Agency Shop provisions prevail during the term of this Agreement.

Section 2. Subject to conditions set forth within this Article 6, covered regular, parttime, and temporary employees shall, within thirty (30) calendar days of hire, as a condition of employment and at their option, either (1) apply for membership in the Union and, if accepted, maintain membership in good standing thereafter during the term of this agreement, or (2) alternatively arrange to pay to the Union a service fee equal in amount to the membership dues uniformly required for all members of the same class. Part-time employees may pay a pro-rata portion of the service fee.

2.1 Any employee who transfers into or within the bargaining unit shall be subject to conditions set forth within this article as if he or she were a new hire.

2.2 Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership but may not, thereby, be relieved of the Agency Shop requirements herein.

Section 3. For purposes of this Article the following definitions will apply:

3.1 In Good Standing - means that the employee pays, or tenders payment of, periodic dues in amount and frequency regularly required by the Union as a condition of acquiring and retaining membership.

3.2 Service Fee Employee - means a covered employee who elects not to become a member of the Union, or who withdraws membership from the Union, and is required in lieu of membership to pay the representation fee to the Union.

3.3 Proper Notice - means that the employee will notify the Union by registered mail return receipt requested. Notice to the Union will be to any Union Local Officer.

Section 4. These Agency Shop provisions apply to all newly hired covered regular, part-time and temporary employees whose date of engagement is on or after November 16, 1998.

Section 5. Any covered employee who is a member of the Union, on the 31st calendar day following November 16, 1998, is subject to the Agency Shop requirement herein.

Section 6. Any covered regular employee who is not a member of the Union on the date specified in section 5 above is excused from the Agency Shop requirement. However, such employee may elect to join the Union, or to become a Service Fee Employee, at any later time at his or her option and shall thereafter be subject to the Agency Shop Provision.

Section 7. Service fee employees are in no manner members of the Union, and possess no membership rights, privileges, or responsibilities that accrue to members of the Union.

Section 8. Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership in the Union. Any covered regular employee who is refused membership, or whose membership is involuntarily terminated by action of the Union body (other than for refusal to tender periodic dues), shall not be subject to discharge from employment, but, rather, shall take on the status of a Service Fee Employee.

Section 9. The Tribe shall advise all covered new hires or transferees that it is a condition of employment to pay dues or fees to the Union.

Section 10. Should any employee fail to pay dues or agency fees to the Union under this provision the Union shall, via United States mail, notify the employee of the amount of such delinquency. The Union shall copy the notice of said delinquency to the Chief People & Infrastructure Officer or his/her designee. The Chief People & Infrastructure Officer or his/her designee, upon receipt of such notice, shall advise the employee that failure to pay dues or agency fees will subject them to termination.

Section 11. The Tribe shall incur no liability in the enforcement of this Article.

ARTICLE 7 UNION STATUS AND RIGHTS

Section 1. Stewards. The Union will notify the Tribe in writing of the stewards and the Tribe shall recognize no others. No more than four (4) stewards, designated by the Union, shall be permitted on any shift except that, on the swing-shift on weekends, seven (7) stewards will be permitted. While on duty, stewards will be allowed to wear unobtrusive identification buttons, notwithstanding any other provision of this Agreement. The selection and removal of stewards shall be at the sole and exclusive discretion of Local 9400 and shall be deemed an internal Union matter by the parties.

Section 2. Access. In order to ascertain whether conditions of this Agreement are being observed, access to the Workplace shall be granted as follows: Access will be limited to authorized Union representatives or stewards. Non-employee Union representatives will be required to check in with the San Manuel Department of Public Safety as would any other noncustomer visitor, and will be required to wear identification badges, and if appropriate, be escorted by Public Safety or operational personnel. Non-employee Union representative access to the Workplace shall be conditioned on the representative's obtaining a Gaming License from the San Manuel Gaming Commission pursuant to the San Manuel Gaming Act including submission to a background investigation. Access shall not interfere with work operations and shall be on breaks or non-working time. The Union must recognize that most of the facility is subject to continued surveillance.

Section 3. Administration. Stewards on working time will be paid for the reasonable services required for administering the agreement on the premises. Stewards shall not be paid for off-site meetings unless the steward would be otherwise scheduled to work during that time and is actually missing work as a result of bi-monthly Union Unit meetings and Tribe/Union Bargaining Committee Meetings. Stewards who would not be missing work as a result of off-site meetings will not be paid for travel time or meeting time for such meetings.

Section 4. Four (4) suitable and lockable bulletin boards shall be provided on the Tribe's premises for the Union's display of non-adversarial Union information; one to be placed in the Human Resources Department reception area.

Section 5. Other than stewards on duty, employees may wear Union insignia only in areas where the public is not present, and Union insignia shall not be larger than two inches in diameter.

Section 6. Union representatives assigned to union orientation meetings can utilize the designated employee parking area at the Casino to attend orientation meetings and/or other union business.

Section 7. A "lockable" locker will be provided in the Facilities and the Food & Beverage areas for use by the Stewards for Union/Tribe business.

Section 8. The Union will continue its practice of actively recruiting stewards from the membership for Union coverage of all shifts within all represented departments at the Casino.

Section 9. Newly appointed union stewards must be bargaining unit employees in good standing with no employee corrective action related to any egregious conduct and/or behavior six (6) months prior to the date of appointment.

ARTICLE 8
DUES CHECKOFF
DEDUCTION FOR UNION DUES AND SERVICE FEES

Section 1. The Tribe shall deduct dues and service fees from the wages and/or sick benefit payments of members and nonmembers of the Union for such payroll periods as it is authorized in writing by the individual employees covered by this Agreement.

Section 2. An employee's deduction authorization will automatically be canceled if the employee leaves the employ of the Tribe or is transferred out of the bargaining unit.

Section 3. The Tribe will make twenty-four (24) biweekly Union deductions per year in either percentage or specified amounts and will remit to the Secretary-Treasurer of the Union each month, on or before the 15th day of the subsequent month, a check representing the aggregate amount of all such deductions, together with a list showing: The name, employee number, address, and occupation code of each employee in the bargaining unit. The list will show amounts deducted for dues and service fee as applicable.

Section 4. The Tribe shall incur no liability from acting as an agent in the collection of dues.

ARTICLE 9 SENIORITY

Section 1. Seniority is defined as length of continuous service with the Tribe, within a job classification, from date of hire, or rehire following a break in continuous service. All current shift schedules and work assignments will remain unaffected and there will be no re-bidding at present as a result of this Agreement being signed. Any further or subsequent shift changes, transfers and job assignment changes, after the effective date of this Agreement, will be determined by a combination of objective job standards such as seniority within the job classification, the bargaining unit member's relevant professional experience, demonstrated skill and ability (as determined by actual performance on the job as measured by the individual bargaining unit member's annual performance review, dependability and reliability (attendance and tardiness), and other quantifiable job standards as determined appropriate by management. When all other rating standards are equal, seniority within the job classification will be the determining factor. The union, upon request, will be given copies of all rating standard results on individual bargaining unit members. At management discretion, qualified bargaining unit members will be rotated into various work assignments to assess the individual bargaining unit member's demonstrated skill and ability on the job. The Tribe would retain the right to refuse a proposed transfer if it determines that the person in question is not the best qualified for the transfer, and there would be no arbitration over any such decision.

Section 2. Seniority shall determine the selection of shifts, vacations, personal days, transfers and job or work assignments as determined in Section 1 of Article 9.

Section 3. If a reduction in force is necessary, employees shall be laid off by inverse order of seniority, within job classification.

Section 4. Recall shall be by seniority and seniority shall accumulate during layoffs, but not to exceed 180 days.

Section 5. A break in seniority shall occur only in cases of a voluntary quit by an employee, a discharge for just cause, failure to return to work after a leave of absence has expired, an administrative leave required by the Tribe, or failure to return to work after a recall from layoff.

Section 6. New employees shall be considered introductory until they have completed ninety (90) days of service. The introductory period may be reasonably continued an additional thirty (30) days of service provided that such continuation may be disputed by the Union. During and at the end of that period the Tribe may terminate any introductory employee at will, with or without cause or reason and with or without notice. A grievance or arbitration may be brought by an introductory employee or the Union. No introductory employee may claim seniority for any purpose. Introductory employees shall receive the minimum applicable rates of pay and other benefits and conditions of the Agreement.

Section 7. An employee wishing to transfer from one bargaining unit classification to a different bargaining unit classification shall submit his or her name to the Human Resources Department, along with the position desired. The Human Resources Department shall post available openings within the bargaining unit job classifications on a monthly or more frequent basis. The Tribe, through its designated supervisory and managerial personnel, will assess the qualifications of the employee for the proposed transfer. Any transfer shall be subject to the employee obtaining an appropriate license, if necessary, from the San Manuel Gaming Commission. The Tribe may decline to permit a transfer on the ground that the employee in question lacks the skill, experience or qualifications for the position requested, in which case the decision of the Tribe shall not be subject to the arbitration provisions hereof. If the Tribe determines the employee requesting the transfer is qualified, the supervisor of the department to which the employee wished to transfer shall, nonetheless, be required to approve the transfer. Where multiple bargaining unit employees apply for the transfer to the same position, and are regarded as qualified by the Tribe, seniority within their respective job classifications may be a factor, but shall not be the determining factor, in deciding which employee receives the transfer. That decision shall be made by the supervisor of the department to whom the employees wish to transfer, taking into account all relevant factors, and such decision shall not be subject to the arbitration provisions hereof.

Section 8. If an employee transfers to a different position within the bargaining unit, he or she is subject to a new introductory period of ninety (90) days. The terms of such introductory period shall be the same as those terms provided in Section 6 of this Article. If the employee fails his/her introductory period, unless such failure leads to termination for cause, the employee shall have the right to return to his or her old bargaining unit position, without any loss of seniority, and on the terms then in effect for that position. If the prior position is unavailable, the Tribe will use reasonable efforts to place the employee in an open position within the bargaining unit for which the employee is qualified. In the event no such open position exists or the employee refuses an offered position, the employee will be terminated which will be considered termination for good cause.

Section 9. The provisions of this Article shall apply to all part-time, temporary and regular full-time employees. A full-time employee shall be considered senior for any purpose to any part-time employee, regardless of the length of service of either employee. Part-time employees shall be considered senior for any purpose to any temporary or on-call employee, regardless of the length of service of either employee. Temporary and on-call employees shall not be entitled to seniority rights for any purpose except as to a less senior temporary or on-call employee.

Section 10. In the event of an unexpected, significant interruption to normal business operations, such as a natural disaster or a significant disruption to one or more critical, interdependent internal business processes or external business support operations, resulting in the temporary shutdown of one or more departments, during the recovery process, employee recall by seniority will be suspended until the impacted department(s) resume normal operations.

ARTICLE 10 GRIEVANCE AND ARBITRATION

Section 1. All questions, disputes, or grievances as to the interpretation or performance of the terms of this Agreement shall be subject to the grievance procedure, provided, however, that no dispute arising from or related to any action taken by the San Manuel Gaming Commission as referenced in Section 3 of this Article and Article 12, hereof, shall be arbitrable under the terms of this Agreement. The remedy

for any such Gaming Commission-related matters shall be governed by the dispute resolution provisions contained in the San Manuel Gaming Act.

Section 2. It is the intention of the parties that a sincere effort shall be made in each case to discuss and settle grievances promptly at the lowest level.

Section 3. The Tribe recognizes the right of the Assistant Director, Site Director, and Senior Director of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any such investigation. Neither the Union nor the Tribe, investigating for the purpose of adjusting a grievance or arbitrating a grievance, shall have access to any of the records, reports, investigations or personnel of the San Manuel Gaming Commission, except that both Union and the Tribe, subject to approval from the San Manuel Gaming Commission, shall have access to any video surveillance tapes relating to the subject matter of the grievance. In the course of its investigation of any grievance, the Union shall not have access to or interview any patron or customer of the Tribe. The Union may have access to casino supervisory employees after reasonable notice to the Chief People & Infrastructure Officer or his/her designee. During the course of the grievance, the Tribe shall communicate with the Union steward regarding the grievance and shall not communicate directly with the employee concerning said grievance without Union approval. A grievance submitted by the Union shall be processed pursuant to the following procedure.

Step I:

A written grievance shall be presented to the employee's immediate supervisor, or the manager who took the action, within fifteen (15) calendar days of the incident/action or within fifteen (15) calendar days from the date of discovery, provided that the date of discovery is reasonable based on the specific circumstances.

Upon receipt of the grievance, the supervisor/manager shall schedule and meet with the Union within ten (10) business days. Two (2) Union stewards designated by the Union, one of whom will attend the meeting during his or her working hours as part of his or her regular employment duties, may attend this meeting. If the grievance is not resolved, it will be referred to Step II.

Step II:

The Union will notify the Chief People & Infrastructure Officer or his/her designee in writing of its intent to escalate the grievance to Step II within fifteen (15) calendar days following the Step I meeting. Upon receipt of notification in writing, the Chief People & Infrastructure Officer or his/her designee shall schedule a mutually agreeable date with the Union within ten (10) business days. Two (2) Union stewards, both of whom will be paid, designated by the Union may attend this meeting. If the grievance is not resolved, it will be referred to Step III.

Step III:

The parties shall select a mutually agreeable and impartial arbitrator within thirty (30) calendar days after conclusion of Step II. The parties shall first attempt to exchange names of arbitrators informally. If the parties cannot agree promptly upon a neutral arbitrator, either party may request an arbitrator from the Tribal Labor Panel ("Panel"). From the list of five (5) arbitrator names provided by the Panel each party may strike no more than two (2) names from the Panel list. A coin toss shall determine which party may

strike the first name. Each party shall reply to the Panel, pursuant to the procedures in effect at the time with Panel, within ten (10) business days after receipt of the Panel list.

The arbitrator shall have no authority to alter, amend or modify the express terms of this Agreement or to establish new terms or conditions of this Agreement or of any San Manuel Band of Mission Indians Ordinance, Regulation, including, without limitation, the San Manuel Gaming Act, or any regulation promulgated thereunder. Both parties agree to and accept the decision of the arbitrator as final and binding.

The arbitrator shall determine any question of arbitrability; provided, however, that the arbitrator shall have no authority to determine any question of arbitrability as to whether the dispute arises under the San Manuel Gaming Act and is subject to the exclusive jurisdiction of the San Manuel Gaming Commission. Questions or arbitrability as to the San Manuel Gaming Commission's jurisdiction shall be decided by the San Manuel Gaming Commission or its agent. In the case of a dispute over the proper jurisdiction of the San Manuel Gaming Commission, which cannot be resolved informally by the parties, the Union, but not an individual member, may petition the San Manuel General Council, in writing, to determine the jurisdiction for resolving the dispute. The decision of the San Manuel General Council will be final and not subject to further review.

Section 4. The expense of the arbitration shall be borne equally by the Tribe and the Union. Each side shall bear its own expenses with regard to presenting the case. Employees shall not be compensated for time spent in preparation for or attendance at an arbitration hearing. A steward attending the grievance hearing on behalf of the Union shall not be paid for such attendance.

Section 5. The time limits provided may be extended or waived only by agreement of the Union and Tribe, which may be in the form of a confirming letter signed or initialed by the Union and Tribe.

Section 6. As provided in Article 4, Section 3, above, the sole remedy for any grievance alleging any form of employment discrimination prohibited under that Section shall be pursuant to the San Manuel Gaming Operation Employment Claims Act.

Section 7. The Tribe shall also have the right to bring a grievance over any subject that would be arbitrable under Section 1 of this Article. Such grievance shall be in writing and the procedures of Sections 1 through 5, inclusive of this Article shall apply.

Section 8. The procedures for resolving disputes as described in this Agreement shall be the sole procedures for resolution of all such disputes. The dispute resolution procedures and mechanisms in the San Manuel Tribal Labor Relations Ordinance shall not govern or be applicable to such disputes.

ARTICLE 11 DISCIPLINE AND DISCHARGE

Section 1. The Tribe shall not discipline or discharge employees without just cause. Just cause shall include but not be limited to violation or any of the Tribe's employee standards or policies, any type of dishonesty, misconduct, insubordination, unlawful discrimination or harassment, substance abuse, threats of violence, unsatisfactory attendance, failure to follow supervisor's instructions, unsafe or improper behavior in the performance of job duties, inability to fulfill the duties associated with the position, or any other conduct which has the potential to jeopardize the operations of the Tribe or to negatively affect the interests or well-being of the Tribe, fellow employees, customers or patrons. Just cause may exist if the

Tribe makes a discharge or discipline decision based on a good faith belief that just cause exists, subject to the grievance and arbitration procedure; provided, however, the Tribe retains its rights under federal and tribal law to remove and ban persons from the premises of the San Manuel Reservation when necessary to protect the health and safety of the Tribe.

Section 2. This Article shall not apply to actions taken by the San Manuel Gaming Commission, which shall be governed by Article 12.

ARTICLE 12 TRIBAL GAMING ORDINANCE

Section 1. The Union acknowledges receipt of a copy of the San Manuel Gaming Act with amendments through September 16, 2021. Said Act and the regulations promulgated thereunder may be amended from time to time. In such event the Tribe will provide any further amendments or revisions to the Act or regulations thereunder to the Union at periodic intervals.

Section 2. The Union acknowledges the role of the San Manuel Gaming Commission and acknowledges that the San Manuel Gaming Commission has exclusive jurisdiction over all matters pertaining to gaming or otherwise within the jurisdiction of the San Manuel Gaming Commission, including without limitation, licensing eligibility and suitability, compliance with all applicable federal, state and tribal laws and regulations, compliance with internal controls, compliance with regulatory directives and demands, protection of the Tribe's assets and compliance with safety and health guidelines as determined appropriate by the San Manuel Gaming Commission. The Union further acknowledges that the Tribe's policy requires that all employees be licensed by the San Manuel Gaming Commission whether or not engaged in gaming activities, and acknowledges and agrees that a current, effective license is a condition for the employment of all employees covered hereunder.

Section 3. In the event of any action taken by the San Manuel Gaming Commission which would require the discipline, suspension or termination of employment of an employee, due to the revocation of his/her license or otherwise, any such decision shall be subject to the review and dispute resolution provisions in the San Manuel Gaming Act in effect at the time, which shall be the exclusive remedy for any claim arising therefrom. There shall be no grievance or arbitration proceedings pertaining to any such action pursuant to the grievance/arbitration provisions hereof (Article 10), but any dispute over the proper jurisdiction of the San Manuel Gaming Commission shall be resolved pursuant to Article 10, Section 3.

ARTICLE 13 CONTRACTING WORK

Section 1. The Tribe shall not subcontract or contract to non-bargaining unit employees any work currently performed by the individuals in the job classifications identified in Article 1, Section 1 above, unless mutually agreed to by the Tribe and the Union, provided, however, that the Tribe may continue any currently existing practices of contracting or subcontracting work whether or not that work would be considered "bargaining unit work" hereunder, and provided, further, that in the event of any emergency, shortage of personnel or other event beyond the Tribe's control, the Tribe may either use supervisory personnel to perform bargaining unit work or may use non-bargaining unit members or new hires as needed, in its sole discretion.

Section 2. In the event that the Tribe undertakes an expansion of the existing facility, in addition to the expansion that is currently contemplated, nothing in this Agreement will prohibit the Tribe from establishing a food court or similar food service operation that would include leasing space to third-party food-service contractors for that future facility only. In the event that the Tribe undertakes to establish a food court or similar food service operation in the existing facility that would include leasing space to third-party food-service contractors, the Tribe and the Union shall bargain over the leasing of space to said contractors in that food court or similar food service operation.

ARTICLE 14 NO STRIKE/NO LOCKOUT

Section 1. The Tribe and the Union agree that during the term of this Agreement, neither the Union or its agents, nor its members covered by this Agreement, will authorize, instigate, aid, condone or engage in work stoppages, slow-downs, refusals to work, strikes or sympathy strikes. The Tribe shall not, during the term of this Agreement, lock out any employees covered by this Agreement.

Section 2. Any bargaining unit employees who violate Section 1 of this article shall be subject to discipline on the basis that such action shall constitute just cause for discipline.

Section 3. In the event of any unauthorized work stoppage by bargaining unit employees, the union representatives and stewards shall immediately take reasonable steps to end, cease or avert such activity.

ARTICLE 15 WORKWEEK AND OVERTIME

Section 1. The work week shall begin at 12:00 a.m. on Monday and shall extend through 11:59 p.m. on the following Sunday.

Section 2. Regular full-time employees are normally scheduled to work thirty (30) hours or more per week.

Section 3. Regular full-time employees are entitled to two (2) consecutive days off in each work week, except where split days off are mutually agreed to by the employee and the Tribe, or for those employees hired for shifts that do not at the time of hire have two (2) consecutive scheduled days off during the work week. All such employees hired for shifts lacking two (2) consecutive scheduled days off shall not be entitled to consecutive days off unless the employee transfers to a shift schedule permitting two (2) consecutive days off.

Section 4. Each employee shall be entitled to take a rest period of no longer than fifteen (15) minutes during each four-hour work period. Breaks may be consolidated to one (1) thirty (30) minute break with the employee's consent. Break periods will be scheduled, to the extent practicable to minimize disruption of work operations.

Section 5. Meal periods of thirty (30) minutes shall be taken near the midpoint of the shift. Employees scheduled to work shifts of six (6) hours or longer shall be entitled to meal periods. Meal periods shall be paid only for employees who are not permitted to leave the casino premises during meal periods. For those employees receiving paid meal periods, such paid meal periods shall constitute "hours worked" for purposes of calculation of any overtime pay.

Section 6. When the Tribe schedules an employee to report to work and said employee is not put to work, he or she shall be paid a minimum of three (3) hours at his or her regular rate of pay unless the employee is not put to work because the employee is not in compliance with the Yaamava’ Resort & Casino at San Manuel Personal Appearance and Uniforms Policy including reporting to work without an employee badge or San Manuel Gaming Commission badge. In the event an employee is required to report to work for a mandatory staff meeting not scheduled during an employee’s regular work hours, said employee will be paid for the actual duration of the meeting.

Section 7. Overtime pay shall be in accordance with the Tribe’s current policy; nonexempt employee shall receive overtime pay at the rate of time and one-half of their regular rate of pay, for all hours worked in excess of forty hours in a work week.

Section 8. Where the overtime can be foreseen, the Tribe shall first offer such overtime to the most senior employees and continue to offer on a descending seniority basis, until the Tribe’s need is met or until all employees have refused. If the Tribe’s needs are not met, the Tribe may then require, on an ascending seniority basis, that the least senior employee(s) work the required overtime. For purposes of this Section, seniority shall refer to seniority within an employee’s job classification. This provision does not apply to situations requiring overtime work as a result of unforeseen or unforeseeable events such as the failure of one or more employees to appear for work or to call in a timely fashion, unforeseen illness, or other forces beyond the Tribe’s control. In those situations, the Tribe may require employees on duty to work overtime as necessary, but shall offer such overtime to the most senior employees first as provided in this Section. If adequate staffing cannot be arranged, the Tribe, in such circumstances, may require, on an ascending basis, that the least senior employee on duty work overtime until its needs are met, and may also use oncall or other employees (including non-bargaining unit employees if necessary).

Section 9. When overtime cannot be scheduled or foreseen, the Tribe may require an employee on duty to work additional hours if that employee has special or unique skills making it unfeasible to use other employees to perform the necessary work.

**ARTICLE 16
WAGES**

Section 1. Basic minimum hourly wage. The various occupational classifications and corresponding minimum rates are shown below for employees in the bargaining unit, including the minimum wage rates for employees having one or more years of service at the time of contract ratification:

Position Title	Entry	1-4 years	5-9 years	10+ years
Baker	\$ 17.00	\$ 17.50	\$ 18.25	\$ 20.00
Cook I	\$ 16.00	\$ 17.00	\$ 18.10	\$ 19.50
Cook II	\$ 17.00	\$ 17.50	\$ 18.10	\$ 20.50
Cook III	\$ 20.00	\$ 20.50	\$ 21.60	\$ 22.60
Host/Hostess	\$ 16.00	\$ 16.75	\$ 16.75	\$ 16.75
Utility Worker I	\$ 16.00	\$ 16.50	\$ 17.50	\$ 18.10
EVS Utility Tech	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50
EVS Attendant	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.10
Groundskeeper	\$ 16.00	\$ 17.25	\$ 17.50	\$ 18.10

Landscaper	\$ 16.50	\$ 17.50	\$ 18.50	\$ 19.50
Room Attendant	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50
House Person	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50
Linen Runner	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50
Turndown Attendant	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50
Maintenance Helper	\$ 16.50	\$ 17.50	\$ 18.00	\$ 18.75
PBX Operator	\$ 16.00	\$ 16.50	\$ 17.25	\$ 18.25
Cashier F&B	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50
Cashier – Hostess	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50
Banquet Captain	\$ 15.25	\$ 15.25	\$ 17.35	\$ 17.50
Banquet Server	\$ 15.25	\$ 15.50	\$ 15.70	\$ 15.80
Bartender	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
Barback	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
Beverage Cart Server	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
Beverage Utility Clerk	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
Busser	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
Cocktail Server	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
Food Runner	\$ 16.00	\$ 16.50	\$ 17.50	\$ 18.00
Food Server	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
Server-Marketing Model	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
Turquoise Premier Model	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
In- Room Dining Attendant	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
In-Room Dining Order Taker	\$ 15.25	\$ 15.35	\$ 15.55	\$ 15.75
F&B Attendant	\$ 16.00	\$ 16.50	\$ 17.50	\$ 18.00
Expeditor	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50
Pantry Cook	\$ 15.25	\$ 15.25	\$ 15.25	\$ 15.25
Cart Attendant	\$ 15.25	\$ 15.25	\$ 15.25	\$ 15.25
Wardrobe Attendant	\$ 15.25	\$ 15.25	\$ 15.25	\$ 15.25

At the time of contract ratification, active bargaining unit employees will be moved to at least the new minimum wage for their job classification and years of service listed above. Active bargaining unit employees whose current wage rate is greater than the listed new minimum for their job classification and years of service will receive an increase of \$0.25 per hour to their current wage rate.

Per Article 16 Section 3, the Tribe may give wage experience credit to an employee hired who has demonstrable experience or skills useful to the Tribe.

Section 2. During the term of this Agreement, at the time of the annual performance review cycle, all bargaining unit employees are subject to the Tribe’s pay-for-performance salary guidelines. Unless the Department of Labor Consumer Price Index for Riverside-San Bernardino-Ontario, CA requires a higher percentage, in which case such DOL CPI will operate as the annual minimum percentage increase.

All bargaining unit employees with a 2022 year-end performance review rating of Meets are eligible to receive a 3% merit increase in January 2023.

All bargaining unit employees with a 2023 year-end performance review rating of Meets are eligible to receive a 3% merit increase in January 2024.

All bargaining unit employees with a 2024 year-end performance review rating of Meets are eligible to receive a 3% merit increase in January 2025.

Section 3. The Tribe may give wage experience credit to an employee hired who has demonstrable experience or skills useful to the Tribe.

Section 4. Tips, gratuities or presents received by the employee shall not constitute or substitute for the wage provisions of this Agreement, but shall remain the sole property of such employee.

Section 5. All bargaining unit employees, who are authorized by a Director or Assistant Director to “train” other bargaining unit employees, shall receive an additional fifty cents (\$.50) per hour while performing such directed training.

ARTICLE 17 VACATIONS

Section 1. All bargaining unit employees shall accrue paid vacation annually according to the following schedule:

Length of Service	Amount of Vacation Accrual
From hire date through first year of service	X 0.01924 hours per hour worked
From second year through fourth year	X 0.04616 hours per hour worked
From fifth year through ninth year	X 0.0577 hours per hour worked
From tenth year and on	X 0.077 hours per hour worked

Section 2. Tipped employees on vacation shall receive vacation pay at straight time, without any tip premium.

Section 3. From hire date through fourteen years: Vacation hours will accrue for each regular hour of work, including any paid time off, not to exceed forty (40) hours in a week. Once a bargaining unit employee has accrued 240 hours, no more time will accrue until the employee has used some of it and reduced the accrued time below 240 hours. Employees are ineligible to schedule or take vacation time until they have completed the introductory period. Vacation time off may be taken in thirty (30) minute increments.

Fifteenth year and beyond: Vacation hours will accrue for each regular hour of work, including any paid time off, not to exceed forty (40) hours in a week. Once the bargaining unit employee has accrued 280 hours, no more time will accrue until the employee has used some of it and reduced the accrued time below 280 hours. Employees are ineligible to schedule or take vacation time until they have completed the introductory period. Vacation time off may be taken in thirty (30) minute increments.

ARTICLE 18 HOLIDAYS

Section 1. Regular full-time and part-time employees who work on the following holidays will receive 1.5 times the regular rate of pay for hours worked on such holiday(s): Labor Day, Memorial Day, Independence Day, Native American Heritage Day, and New Year's Eve/New Year's Day (defined as 6:00 p.m. on New Year's Eve through 6:00 p.m. New Year's Day).

Section 2. All regular full-time and part-time employees shall receive eight hours holiday pay at their regular rate of pay for the holidays of Christmas Day and Thanksgiving Day. An employee who works either Christmas Day or Thanksgiving Day, or both, shall receive both the holiday pay provided in this section plus payment for all hours worked on the holiday. All regular full-time employees shall receive one (1) personal day per year at their regular rate of pay.

All regular full-time and part-time employees with two (2) or more years of continuous service will receive an additional personal day per year at their regular rate of pay. Personal days are issued once per contract year on July 1st. No more than two (2) personal days can be scheduled and taken by an eligible bargaining unit member during any contract year (from June 28th through June 27th). Employees are ineligible to schedule or take personal days until they have completed the introductory period. Personal days under this Article shall not carry over from year to year, and, if not used, are not payable upon termination of employment.

Section 3. There shall be no other holiday premium pay or holiday pay due except as provided in this Article.

Section 4. For purposes of computing holiday pay, the holiday shall be deemed to begin with the beginning of the day shift on the holiday in question and continue for twenty-four consecutive hours thereafter, except with respect to New Year's Eve/New Year's Day.

ARTICLE 19 SICK LEAVE/BEREAVEMENT PAY/JURY DUTY

Section 1. All full-time bargaining unit members shall receive forty-eight (48) hours of sick time annually on July 1st. All part-time bargaining unit members shall receive twenty-four (24) hours of sick time annually on July 1st.

All bargaining unit members shall receive only one allotment of sick hours annually.

New hires will receive sick hours on the first day of the month following thirty (30) days from the date of hire. Sick hour allocation for new hires will be prorated based on the date of hire.

Section 2. Unused sick time will roll over into an employee's sick time account and continue to accumulate, not to exceed 240 hours. Sick leave shall not be payable on termination of employment.

Section 3. An employee who calls in sick shall be required to use accrued sick time for that period of illness.

Section 4. Bargaining unit members are granted bereavement leave with pay for up to five (5) work days and/or in recognition of specific department(s) supporting an alternative work schedule, one

work week, per calendar year. Bereavement leave can be used to mourn, attend a funeral and/or to make any necessary arrangements associated with the death of a family member. Bereavement can be used during the introductory period.

Section 5. For the purpose of bereavement, family member includes:

- Spouse or registered domestic partner
- Parent, including step-parent
- Child, including step-child
- Grandparent
- Grandchild
- Sibling, including half, step and adopted
- In-laws, including parent-in-law, brother-in-law, and sister-in-law
- Uncle and aunt
- Nephew and niece
- Cousins
- Biological parents of the same child
- Any resident living in the bargaining unit employee's household

Section 6. The Tribe agrees that bargaining unit employees who are required by law to report for jury duty shall be excused from work during the period of jury service, and shall be paid wages at their regular rate of pay for the time absent, not to exceed five (5) work days and/or in recognition of specific department(s) supporting an alternative work schedule, one work week, per calendar year. Any night employees serving on juries shall be released from work without loss of pay.

Section 7. An employee will provide proof of attendance at jury service, will advise his/her supervisor promptly on receipt of any notice to report for jury duty, and will advise his/her supervisor while on jury duty as to the status and probable duration of jury duty. Employees will not be paid overtime or additional pay for providing this information to his/her supervisor while on jury duty.

ARTICLE 20 LEAVE OF ABSENCE

Section 1. Bargaining unit employees shall be entitled to the benefits of the Tribe's existing leave of absence policies, for the duration of this Agreement.

Section 2. Employees selected by the Union as full-time Union representatives shall be granted a leave of absence as determined in Section 1 and upon written application to the appropriate representative of the Tribe. Such employees shall, upon return from the leave of absence, be restored to the same job or to an "equivalent job." The employee is not guaranteed the actual job held prior to the leave. An equivalent job means a job that is virtually identical to the original job in terms of pay and benefits. The Tribe may, in its discretion, refuse the request for a leave of absence if the employee (1) occupies a sensitive position, or (2) occupies a position that would be difficult to replace in a reasonable period of time; or (3) an unreasonable number of employees would be on leave as Union representatives. Upon reinstatement from such a leave of absence, the employee will be credited with seniority which shall accrue during such leave of absence.

**ARTICLE 21
HEALTH AND WELFARE BENEFITS**

Section 1. Benefits eligible employees become eligible for health and welfare benefits first of the month following thirty (30) days in a benefits eligible status.

Section 2. The Tribe will provide health, dental, and life insurance coverage to benefits eligible employees as defined in Section 1. The Tribe has the discretion to make changes in coverage and cost share levels, for subsequent benefit plan years, when carriers increase annual premiums. Future cost share changes will not exceed benchmark levels.

**ARTICLE 22
TRAINING**

Section 1. If the Tribe requires any employee to participate in training, the cost of such training shall be borne by the Tribe and the time spent by the employee selected for such training shall be considered working time.

Section 2. The Union may assist the Tribe in training bargaining unit employees.

**ARTICLE 23
HEALTH AND SAFETY**

Section 1. The Tribe agrees to comply with standards no less stringent than federal workplace and occupational and safety standards.

Section 2. The Tribe agrees that reasonable protective devices to safeguard the health of employees and protect employees from injury will be provided.

Section 3. The parties agree that a joint safety committee, comprised of an equal number, not to exceed three (3) each, of union, non-bargaining unit, and management representatives, shall meet on a regularly scheduled basis, but no less than quarterly, at a mutually agreeable date and time, to discuss safety related matters, programs and procedures. The Tribe shall appoint the management representative(s) and appoint non-bargaining unit representatives, and the Union shall appoint the union representative(s).

Section 4. No employee shall be required to work in an area that may be hazardous to his/her health or safety. Working areas where cigarette smoke is present shall not be deemed to be areas hazardous to the health or safety of an employees; provided, however, that an employee who is allergic to or sensitive to cigarette smoke may notify the Chief People & Infrastructure Officer or his/her designee, and in such event the Tribe shall make a reasonable effort to accommodate the individual's sensitivity.

**ARTICLE 24
SEPARABILITY**

Section 1. Should any part hereof or any provision(s) herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provision(s) are declared to be in

conflict with the law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s).

ARTICLE 25 CREDIT UNION/COPE DEDUCTIONS

Section 1. The Tribe agrees to make payroll deductions for those employees who request to join the Union Yes Federal Credit Union and will remit those payroll deductions to the Treasurer of the Union Yes Federal Credit Union on a monthly basis. Payroll deductions for the Union Yes Federal Credit Union will be remitted together with the Tribe's remittance of dues and service fees as provided in Article 7 hereof.

Section 2. In the event, as of one year after the date of signing of this Agreement, that the Tribe permits payroll withholding or deductions for charitable or political purposes, the Tribe and the Union shall attempt to negotiate an agreement that employees, through written authorization, may voluntarily make contributions to the CWA-COPE Political Contributions Committee.

ARTICLE 26 UNIFORMS

Section 1. "Uniform" means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position.

Section 2. The Tribe provides uniform(s) for certain department employees to wear while at work. Upon termination of employment, the uniforms must be returned or the cost will be charged to the employee. Each employee issued a uniform is responsible for any replacements, which may be required, if the uniform is lost or damaged (other than from normal wear and tear). Each department may develop and/or have existing requirements regarding uniform replacement as part of their departmental policies and procedures.

ARTICLE 27 LABOR-MANAGEMENT COOPERATION

Section 1. The Tribe and the Union have entered into this Agreement, and the changes embodied herein, for the purpose of establishing a cooperative and flexible relationship among the Tribe, the Union and the employees. To further these objectives, the parties agree to consider methods of encouraging such a relationship during the life of this Agreement, including among other things, regular meetings between Union stewards, Union representatives, other Union employees where appropriate, and appropriate management officials with authority for the purpose of discussing problems, employee suggestions, methods of improving morale or productivity, and other subjects.

Section 2. At the discretion of Casino and/or Departmental Management, in the interest of promoting a positive working relationship between the Tribe, the Union and bargaining unit employees, the Union shall be invited to attend any general all-employee departmental or group meetings that involve discussions related to bargaining unit employee wages, hours and working conditions.

**ARTICLE 28
OTHER BENEFITS**

Section 1. Should the Tribe introduce, offer or add any new benefit program(s) to the general employee (non-bargaining unit) population, the Tribe will discuss (negotiate) the possibility of making the same benefit program(s) available to bargaining unit employees.

Section 2. The Tribe provides all employees with a 401(K) program in order to plan for their retirement. The Tribe and the Union will encourage all eligible employees to take advantage of this program and its matching contribution schedule by voluntarily enrolling when first eligible. In addition, the Tribe supports a discretionary core (profit sharing) contribution to the plan for all eligible employees. All eligible employees are automatically enrolled into this program. It is at the Tribe's sole discretion to continue, discontinue and/or modify the level of matching contributions and/or core (profit sharing) contributions to the 401(K) program.

**ARTICLE 29
NEGOTIATIONS AND MERGER**

Section 1. The Tribe and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter involving wages, terms of working conditions or otherwise properly a subject of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully set forth in this Agreement.

Section 2. This Agreement fully and completely sets forth all existing understandings and obligations between the parties. It constitutes the entire agreement between the parties and sets forth all of the Tribe's responsibilities, duties and obligations to the Union and employees covered by this Agreement for the duration of this Agreement. There are no understandings or Agreements by the parties which are not expressly set forth herein. Neither the submission nor withdrawal of any proposal by either party during the course of the negotiation which resulted in this Agreement shall be used or admissible in any further proceedings as evidence of the intent of either party regarding any provision of this Agreement.

Section 3. The Tribe and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right to bargain, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject, matter or practice involving the terms and conditions of employment of the bargaining unit other than as specifically required by an express provision of this Agreement.

**ARTICLE 30
EFFECTIVE DATE AND DURATION OF AGREEMENT**

Section 1. The term of this Agreement shall be for three years, commencing on June 28, 2022, and ending on June 27, 2025. This Agreement shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate or modify the Agreement. Such notice shall be given no less than sixty (60) days prior to the expiration date of the Agreement. Within thirty (30) days of receipt of such notice, the Union and the Tribe shall commence collective bargaining with respect to a new agreement.

**ARTICLE 31
OTHER COLLECTIVE BARGAINING AGREEMENTS**

Section 1. In the event the Union negotiates a Collective Bargaining Agreement with any tribe or tribal casino within one hundred (100) miles of the Yaamava' Resort & Casino at San Manuel, the Tribe shall have the option to accept such other agreement in lieu of any existing agreement between the Tribe and CWA. The Tribe in such event may accept only the entire agreement from the other casino and shall not be permitted to select specific provisions of the other agreement.

Section 2. In the event the Tribe enters into a collective bargaining agreement with a different labor organization representing a unit of employees working solely within the Workplace, the Union may elect to adopt the non-wage economic provisions of such agreement, provided that the Union may adopt only the complete non-wage economic provisions of such agreement.

**ARTICLE 32
TRIBAL/STATE COMPACT**

This Agreement is subject to the effectiveness of the Tribal-State Gaming Compact between the San Manuel Band of Mission Indians, a federally recognized Indian Tribe, and the State of California. Should said Compact become ineffective, this Agreement shall be voidable by either party.

**ARTICLE 33
LIMITATIONS ON ASSIGNMENT**

This Agreement may not be assigned by either party without the prior written consent of the other party.

**ARTICLE 34
VENDOR LICENSE REQUIREMENTS**

The effectiveness of this Agreement is subject to the Union obtaining and maintaining a regular vendor gaming license from the San Manuel Gaming Commission pursuant to the San Manuel Gaming Act and the Tribal-State Compact between the San Manuel Band of Mission Indians and the State of California. Should the Union fail to obtain or maintain a regular vendor gaming license at any time during the term of this Agreement, the Agreement shall be voidable by either party.

This Agreement is entered into this 28th day of June, 2022.

San Manuel Entertainment Authority

By:

Lynn R. Valbuena
Lynn R. Valbuena, Chairwoman

Dated:

6/28/2022

Communications Workers of America, AFL-CIO

By:

Karen Macias
Karen Macias, Executive Director CWA Local 9400

Dated:

June 24, 2022

By:

Eunice J. Slaughter
Eunice Slaughter, Site Director CWA Local 9400

Dated:

June 24, 2022

By:

Adrian Acosta
Adrian Acosta, Staff Representative CWA District 9

Dated:

6/24/22