

Articles of Agreement

between

United Food and Commercial Workers Union Local 135

and

Viejas Band of Kumeyaay Indians

**This Agreement made and entered into as of
the 11th day of March, 2018 by and between
the United Food and Commercial Workers Union Local 135,
hereinafter referred to as the “Union” and
Viejas Band of Kumeyaay Indians,
hereinafter referred to as the “Tribe”.**

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ARTICLE 1

RECOGNITION

Section 1 The Tribe hereby recognizes the Union as the exclusive collective bargaining representative for all Eligible Team Members performing Bargaining Unit Work in job classifications covered by this Agreement for the purpose of collective bargaining, as (1) one bargaining unit, with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Section 2 For purposes of this Agreement, the following definitions shall apply:

“Bargaining Unit Work” shall mean and refer to the job functions performed by Eligible Team Members at the Gaming Facility.

“Eligible Team Member” shall mean and refer to an employee of the Tribe, working within the Class III gaming facility located at 5000 Willows Road, Alpine, California (the **“Gaming Facility”**), who is performing work within any of the following job classifications: ASIAN COOK; BANQUET BARTENDER; BARBACK; BARISTA; BARTENDER I; BARTENDER II; BARTENDER III; BUSSER-BUFFET; BUSSER-FINE DINING; BUSSER-RESTAURANT; CASINO PORTER; COOK I; COOK I-PASTRY; COOK II; COOK II-FINE DINING; COOK II-PASTRY; COOK III; COOK III-FINE DINING; EXPEDITER; EXPEDITER FINE DINING; F&B ATTENDANT; HOST-FINE DINING; HOST/CASHIER

II; HOST/CASHIER TIPPED; HOST/CASHIER NON-TIPPED; KITCHEN UTILITY I; KITCHEN UTILITY/HEAVYCLEANER; KITCHEN UTILITY LEAD; MAINT UTILITY LEAD; MAINT UTILITY WORKER; SERVER BANQUET; SERVER BEVERAGE; SERVER BEVERAGE LEAD; SERVER BUFFET; SERVER FINE DINING; SERVER RESTAURANT; SERVER TABLE GAMES CARDRM; and SPEC FUNCTIONS PERSONNEL.

“Non-Eligible Team Member” shall mean and refer to: (a) each service team member employed by the Tribe at Viejas facilities and operations other than the Gaming Facility, including but not limited to, Viejas Tribal Hall, Viejas Recreation Center, Viejas Fire Station, Viejas Senior Center, and the Viejas Outlet Center; and (b) each other team member employed by the Tribe that is not an Eligible Team Member, including without limitation, each office and clerical team member, guard, supervisor, team member engaged in the Tribe’s gaming operations, security personnel, team member of the Viejas Tribal Gaming Commission, valet and parking team member, and team member who is not performing Bargaining Unit Work in any space or venue leased by the Tribe to a third party.

“Viejas Team Members” shall mean and refer to all Eligible Team Members and Non-Eligible Team Members employed by the Tribe.

Section 3 Bargaining Unit Work will be performed by Eligible Team Members represented by the Union. The Union

acknowledges the Tribe's existing practice of utilizing outside contractors to perform certain tasks involving cleaning of facilities or maintenance of equipment, which shall not be considered Bargaining Unit Work.

Section 4 The Tribe will notify the Union within seven (7) calendar days (once a week) of new hires of Eligible Team Members and will provide the following information: the date of hire, assigned job classification, rate of pay, identification number, social security number (if authorized by Team Member), and home address. The Tribe will provide a monthly update on changes in status of Eligible Team Members.

ARTICLE 2

RESPONSIBLE UNION-TRIBAL RELATIONSHIP

Section 1 The Tribe and the Union recognize that it is in the best interest of both parties, Eligible Team Members, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Tribe, 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 for Eligible Team Members. Each party shall bring to the attention of Eligible Team Members, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

Section 2 When the Tribe brings new Eligible Team Members on the payroll, one (1) hour of time will be allowed during work hours for the Union to meet with such new Eligible Team 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 only to new hires of Eligible Team Members.

Section 3 The Tribe and the Union will share the cost of printing this Agreement and providing each of the Eligible Team Members with a copy. The Viejas Purchasing Department shall obtain bids for the printing. If the Union wishes to use a printing contractor other than the low bid obtained by the Viejas Purchasing Department, the Union will pay the entire amount in excess of the low bid. The Tribe will pay for the translation of the Agreement into Spanish and the Union will have the right to review the Spanish version prior to printing.

ARTICLE 3

TRIBAL SOVEREIGNTY, PAST PRACTICE AND NON-DISCRIMINATION

Section 1 The Union recognizes and agrees to the Tribe's existing preference in hiring and employment of Native Americans.

Section 2 It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any Eligible Team Member in his/her right to join or assist, or refrain from joining or assisting, the Union.

Section 3 Tribal Sovereign Immunity: This Agreement shall not constitute or be construed as a waiver of the sovereign immunity of the Tribe, nor shall this Agreement be interpreted as the Tribe's consent to the jurisdiction of any state, federal or local governmental agency, court or authority.

Section 4 Viejas Tribal Labor Relations Ordinance: The Tribe has adopted a Tribal Labor Relations Ordinance. In the event of any inconsistency between this Agreement and the Tribal Labor Relations Ordinance, the terms of this Agreement shall control.

Section 5 To the extent required by applicable law, and except as permitted by the Tribe's existing preference in the hiring and employment of Native Americans, the Union and the Tribe agree to not discriminate against any Eligible Team Member because of race, creed, religion, color, national origin, age, sexual orientation, or gender.

ARTICLE 4 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, power and authority 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 Viejas Team Members to be hired or retained and their assignments; to establish work standards, quality standards and work load; to adopt, revise or delete employer policies governing the employment of Viejas Team Members including without limitation, rules of conduct and safety and for penalties for violations thereof; to determine the location and/or relocation of any facility within the Tribe's reservation, including without limitation, the Gaming Facility; and to make operational or organizational changes necessary to any of the foregoing. Any management rights 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 such or the effect of its exercise of such rights on the bargaining unit; provided, however, that the Tribe shall provide at least seven (7) calendar days' advance notice to 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 (except in case of emergency, safety situations, or an event outside the Tribe's control that makes such notice impractical), and, upon request, shall review the proposed change and its effect with the Union. The foregoing 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 Tribal ordinance, regulation, resolution or policy, including presently existing personnel policies and procedures, except as expressly provided herein. The provisions of the Viejas Team Member Handbook and Human Resources Policies and Procedures (“HRP&Ps”) 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 Viejas Team Member Handbook and/or HRP&Ps, and any provision of this Agreement, the provision in this Agreement shall control with respect to Eligible Team Members. The Union acknowledges receipt of a copy of the Viejas Team Member Handbook, HRP&Ps and the current version of the Tribal Drug and Alcohol Testing Policy, 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 a written Tribal policy, ordinance, 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 by an authorized representative designated by Tribal Council, which may include the Tribal Council Chairman, the General Manager, the Head of Human Resources, or the Attorney General.

ARTICLE 5

UNION SECURITY

Section 1 For purposes of this Article 5, the following definitions will apply:

1.1 "**Eligible Team Member**" shall have the same definition as set forth in Article 1, Section 2, except that for purposes of this Article 5 only, to comply with the Tribe's Right to Work Ordinance, any Tribal Member or Immediate Family Member shall be excluded from the definition of Eligible Team Member.

1.2 "**Immediate Family Member**" means a parent, grandparent, child, grandchild, sibling, or spouse of a Tribal Member, as certified by the Tribe.

1.3 "**Tribal Member**" means an individual who is certified by the Tribe as a member of the Tribe.

Section 2 Under obligations within this Agreement, the Union is required to represent each Eligible Team Member fairly and equally without regard to whether such Eligible Team Member is a member of the Union. In consideration thereof, the following provisions will prevail during the term of this Agreement.

Section 3 All Eligible Team Members, excluding Tribal Members and Immediate Family Members, shall, as a condition of employment, pay to the Union the initiation fees,

reinstatement fees or periodic dues lawfully required by the Union. This obligation shall commence on the thirty-first (31st) day following the date of employment with the Tribe, or the effective date of this Agreement, or the date of signature, whichever is later. Any Non-Eligible Team Member, excluding Tribal Members or Immediate Family Members, who subsequently transfers into a job classification that performs Bargaining Unit Work shall be subject to the conditions set forth within this article as if he or she were a new hire. The Tribe shall promptly notify the Union in writing of any Tribal Members or Immediate Family Members performing Bargaining Unit Work.

Section 4 The Tribe shall advise all Eligible Team Members, excluding Tribal Members and Immediate Family Members, that it is a condition of employment to fulfill the financial obligation to the Union.

Section 5 Should any Eligible Team Member, excluding Tribal Members and Immediate Family Members, fail to meet his or her financial obligation to the Union, the Union shall, via United States mail, notify such Eligible Team Member of the amount of such delinquency. The Union shall copy the notice of said delinquency to the Head of Human Resources or designee. The Head of Human Resources or designee, upon receipt of such notice, shall advise the Eligible Team Member that failure to pay dues or agency fees will subject such Eligible Team Member to termination. If the Eligible Team Member does not remit all dues and fees lawfully owed to the Union within six (6) weeks of the Union's notice to the Tribe and the Eligible Team Member

of his or her suspension from Union Membership, the Tribe shall terminate the Eligible Team Member's employment immediately. Such notice of suspension of membership shall be provided by the Union to the Tribe by certified mail.

Section 6 The Tribe shall incur no liability in the enforcement of this Article. The Union shall defend (with legal counsel acceptable to the Tribe), indemnify and save harmless the Tribe and its officers, agents and employees against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs or expenses that may arise out of, or by reason of, any action taken or not taken by the Tribe, its officers, agents and employees in the course of, or for the purpose of, complying with the provisions of this Article 5.

ARTICLE 6

UNION STATUS AND RIGHTS

Section 1 Stewards: The Tribe recognizes the right of the Union to appoint no more than twelve (12) stewards. The Union will notify the Tribe in writing of the names of the appointed stewards and the Tribe shall recognize no others. While on duty, stewards will be allowed to wear unobtrusive identification buttons, notwithstanding any other provision of this Agreement. Stewards will have no role, responsibility, or authority with respect to the grievance or arbitration procedures set forth in Article 9. The Union shall, upon receipt of written notice from the Tribe, immediately revoke the appointment of any steward who has been issued a Final Written Warning (may also be called a Final Warning or Final Counseling) by the Tribe. A maximum

of eight (8) stewards will be allowed to attend the Union's annual stewards' conference, unpaid, and will be scheduled off on the day of the annual stewards conference provided that the Union notifies the Tribe in writing at least thirty (30) days before the annual stewards conference.

Section 2 Access: In order to administer this Agreement, authorized Union representatives shall be granted access to the Gaming Facility; provided, however, that no person convicted of any felony, or any misdemeanor involving gaming activity, shall be granted access to the Gaming Facility. Access shall not interfere with Gaming Facility operations and shall take place during breaks or non-working time. Authorized Union representatives will be required to check in with the Viejas Tribal Security and will be required to wear identification badges at all times. If required by the Viejas Tribal Gaming Commission, in its sole discretion, authorized Union representatives will be escorted by security, operational, or Viejas Tribal Gaming Commission personnel. The Union acknowledges notification that the Gaming Facility is subject to continued surveillance.

Section 3 A suitable bulletin board or bulletin board space shall be provided at the Gaming Facility for the Union's exclusive use.

ARTICLE 7
DUES CHECKOFF
DEDUCTION FOR UNION DUES

Section 1 The Tribe shall deduct from the wages of Eligible Team Members dues for such payroll periods as it is authorized in writing to deduct by the Eligible Team Members.

Section 2 An Eligible Team Member's deduction authorization will automatically be revoked if the Eligible Team Member leaves the employ of the Tribe or is transferred out of the bargaining unit.

Section 3 On or before the fifteenth (15th) day of each month, the Tribe shall remit to the Union the aggregate amount of authorized dues deducted from the preceding month. The Tribe shall send an electronic file containing the Eligible Team Member's identification number, last name, first name, and amount of deduction.

Section 4 The Union shall defend (with legal counsel acceptable to the Tribe), indemnify and save harmless the Tribe and its officers, agents and employees against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs or expenses that may arise out of, or by reason of, any action taken or not taken by the Tribe, its officers, agents and employees in the course of, or for the purpose of, complying with the provisions of this Article 7. If an improper or unauthorized deduction is made, the Union

shall, upon notice, immediately refund any such amount directly to the involved Eligible Team Member.

ARTICLE 8

SENIORITY

Section 1 Seniority is defined as an Eligible Team Member's length of continuous service with the Tribe from the date of hire. 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 executed. The Tribe may decline to permit a proposed transfer within a job classification if it determines that the Eligible Team Member proposing the transfer lacks the skill, experience or qualifications for the proposed transfer.

Solely for purposes of layoffs by the Tribe, seniority shall be defined as an Eligible Employee's length of continuous service within a job classification. Any Eligible Employee subject to a layoff during the Eligible Employee's first year within a new job classification following a transfer, shall have the right to return to the Eligible Employee's previous job classification if such previous job classification is not subject to a layoff.

Section 2 Seniority shall determine the selection of hours of work, shifts, vacations, and transfers within a job classification. Seniority shall not be a factor in training and promotions except at the Tribe's sole discretion.

Section 3 If a reduction in workforce is necessary, Eligible Team Members shall be laid off by inverse order of seniority, within a job classification. At the discretion of the Tribe, an Eligible Team Member may be allowed to select a voluntary lay-off, if offered.

Section 4 Recall rights shall be maintained for a period not to exceed one (1) year from the original date of layoff, but only as to non-economic items or issues.

Section 5 A break in seniority shall occur only in cases of a voluntary quit by an Eligible Team Member, 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 Eligible Team Members shall be considered probationary until they have completed ninety (90) calendar days of continuous employment. This ninety-day probationary period may be extended by the Tribe up to an additional ninety (90) days for Eligible Team Members who are struggling in their new position. During and at the end of the probationary period, the Tribe may terminate such probationary Eligible Team Members at will, with or without cause or reason, and with or without notice. No grievance or arbitration may be brought by such probationary Eligible Team Members or the Union as a result of such termination. No probationary Eligible Team Member may claim seniority rights for any purpose except as to a less senior probationary Eligible Team Member. Probationary Eligible Team Members shall receive at least the minimum

applicable rates of pay and other benefits and conditions of this Agreement.

Section 7 Transfer Request Policy: An Eligible Team Member desiring to transfer from one bargaining unit classification to a different bargaining unit classification shall comply with the Transfer Request Policy. The Human Resources Department shall post available openings, for no less than five (5) calendar days, within the bargaining unit classifications in accordance with the Transfer Request Policy. The Tribe, through its designated supervisory and managerial personnel, will assess the qualifications of the Eligible Team Member for the proposed transfer. Any transfer shall be subject to the Eligible Team Member obtaining an appropriate license, if necessary, from the Viejas Tribal Gaming Commission. The Tribe may decline to permit a transfer on the grounds that the Eligible Team Member in question lacks the skill, experience or qualifications for the position requested. Such decision of the Tribe will not be subject to the Grievance and Arbitration clause under this Agreement. If the Tribe determines the Eligible Team Member requesting the transfer is qualified, the supervisor of the department to which the Eligible Team Member desires to transfer shall be required to approve the transfer. Where multiple Eligible Team Members apply for the transfer to the same position, and are regarded as qualified by the Tribe, seniority within their respective classifications may be a factor, but shall not be the determining factor, in deciding which Eligible Team Member receives the transfer. That decision shall be made by the supervisor of the department to whom the Eligible Team Members desire to transfer, taking into account

all relevant factors, and such decision shall not be subject to arbitration under this Agreement.

Section 8 If an Eligible Team Member transfers to a different job classification within the bargaining unit, he or she is subject to a new probationary period of ninety (90) days. At the end of or during such probationary period, if the Eligible Team Member is not meeting the Tribe's expectations for the position to which he or she transferred, such Eligible Team Member shall be returned to his or her previous job classification, provided, however, that if the Eligible Team Member is the least senior of all the Eligible Team Members in his or her previous job classification, the Eligible Team Member's employment may be terminated in accordance with Section 6.

Section 9 If an Eligible Team Member utilizes his or her seniority to select another shift and/or station within the same job classification, the Eligible Team Member will be subject to a new ninety (90) day probationary period. During the ninety (90) day probationary period, the Eligible Team Member may not utilize his or her seniority to transfer to another shift and/or station within the same job classification. At the end of or during such probationary period, if the Eligible Team Member is not meeting the Tribe's expectations for the new shift and/or station, such Eligible Team Member shall be returned to his or her previous shift and/or station, provided, however, that if the Eligible Team Member is the least senior of all the Eligible Team Members in his or her previous shift and/or station, the Eligible Team Member's employment may be terminated in accordance with Section 6.

Section 10 The provisions of this Article shall apply to all part-time, temporary and regular full-time Eligible Team Members.

ARTICLE 9

GRIEVANCE AND ARBITRATION

Section 1 Except as otherwise provided herein, all questions, disputes, or grievances as to the interpretation or performance of the terms of this Agreement shall be subject to the grievance procedure set forth herein. Grievances may be filed for “suspensions pending investigation” with the understanding that such grievances will automatically be amended to address the level of disciplinary action taken as a result of the investigation.

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.

Section 3 The Tribe recognizes the right of the Union to investigate the circumstances surrounding any grievance and agrees to cooperate with the Union in any such investigation. For purposes of adjusting grievances and for arbitrations under this Article, the Union shall have access to documentation pertinent to the investigation of a grievance during Human Resources normal hours of operation. Requested documentation will be placed in a Human Resources file cabinet designated for Union use as soon as practicable. The Union agrees that these documents are confidential employee files and will remain on premises. The Union may have access to Gaming Facility supervisory personnel after reasonable notice to the Head of

Human Resources or designee. The Union shall not have access to, or interviews with, any guests, customers or patrons. Pending final settlement of the grievance, the Tribe shall not thereafter deal directly with the Eligible Team Member concerning said grievance, without Union concurrence, but shall deal directly with the Union.

Section 4 Where a grievance or arbitration concerns discipline imposed by the Tribe based in whole, or in part, on surveillance video or investigative material generated by the Viejas Tribal Gaming Commission, the Union shall be provided access to such surveillance video and/or investigative material upon request. For any other purposes under this Article, the Union may request access to surveillance video or investigative material from the Viejas Tribal Gaming Commission. The Viejas Tribal Gaming Commission, in its sole discretion, shall determine whether to grant such requested access according to its governing law and regulatory standards. If the Viejas Tribal Gaming Commission denies a Union request for access to surveillance video or investigative material, then such surveillance video or investigative material cannot be used by the Tribe in arbitration under this Article.

Section 5 A grievance submitted by the Union shall be adjusted pursuant to the following procedure:

Step I - A written grievance shall be presented to the Head of Human Resources within fifteen (15) calendar days of the incident/action or within fifteen (15) calendar days from the date of

discovery. The written grievance shall state all pertinent facts related to the subject matter of the grievance with reasonable particularity, including the section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is sought. Upon receipt of the grievance, the Head of Human Resources or designee shall meet with Union representatives within fifteen (15) calendar days.

Step II - If a valid grievance is not resolved at Step I, within fifteen (15) calendar days following the Step I meeting, the Union will notify the Head of Human Resources or designee in writing of its intent to escalate the grievance to Step II. If written notification of the Union's desire to escalate the issue to a Step II grievance is not submitted within the fifteen-day period, the matter will be closed to any further grievance process. The parties shall select a mutually agreeable and impartial arbitrator within forty (40) calendar days after conclusion of the Step I meeting. The parties shall first exchange names of arbitrators informally. If the parties cannot agree promptly upon a neutral arbitrator, the parties shall compile a list of twelve (12) proposed arbitrators, with each party naming six (6) of the proposed arbitrators. Each party shall then strike one name from the list and shall privately rank the remaining ten (10) proposed

arbitrators in order of preference. The parties shall then share their rankings, add the ranking values for each of the proposed arbitrators, and the proposed arbitrator with the highest cumulative ranking (i.e., the lowest sum) will serve as the arbitrator. The arbitrator shall have no authority to alter, amend or modify the terms of this Agreement or to establish new terms or conditions of this Agreement or of any Tribal ordinance, regulation or resolution, including without limitation, the Tribal Labor Relations Ordinance, the Tribal Gaming Ordinance, or any regulation promulgated thereunder. Both parties agree to and accept the decision of the arbitrator as final and binding.

Section 6 The expense of arbitration shall be borne equally by the Tribe and the Union. Each side shall bear its own expense with regard to presenting the case. Eligible Team Members shall not be compensated for time spent in preparation for or attendance at an arbitration hearing.

Section 7 The time limits provided may be extended or waived only by agreement of the parties, which may be in the form of a confirming letter signed or initialed by the parties.

Section 8 The Tribe shall have the right to bring a grievance as to the interpretation or performance of the terms of this Agreement. Such grievance shall be in writing and the procedures of Sections 1 through 5 of this Article shall apply.

Section 9 The procedures for resolving grievances as described in this Agreement shall be the sole procedures for resolution of all such grievances.

Section 10 To protect Tribal assets and to promote workplace safety, the Tribe retains the discretion to exclude any former Eligible Team Member from the Viejas Reservation, including without limitation, the Gaming Facility.

ARTICLE 10

DISCIPLINE AND DISCHARGE

Section 1 Except as set forth in this Agreement, the Tribe shall not discipline or discharge Eligible Team Members without “Just Cause”. "Just Cause" shall include but not be limited to violation of any of the Tribe’s team member standards or policies, any type of dishonesty, misconduct, insubordination, unlawful discrimination or harassment, substance abuse, threats or violence, unsatisfactory attendance, failure to follow supervisor’s instructions, unsafe or improper behavior in the performance of job duties, 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, its employees, and guests. Just cause shall exist if the Tribe makes a discharge or discipline decision based on facts and circumstances that would ordinarily be sufficient cause for discharge or discipline, however, the Tribe retains its right to remove and ban persons from the Viejas Reservation when

deemed necessary to protect the health, safety and welfare of the Tribe, its employees and guests.

Section 2 This Article shall not apply to any licensing and/or suitability action taken by the Viejas Tribal Gaming Commission with respect to an Eligible Team Member, which is exclusively governed by the Viejas Tribal Gaming Ordinance.

Section 3 Disciplinary action shall be commensurate with the seriousness of the conduct constituting Just Cause for discipline. An Eligible Team Member's entire work history preceding any conduct which may result in disciplinary action will be taken into consideration in determining an appropriate level of disciplinary action for such conduct.

Section 4 No later than seven (7) days after issuing a final written warning, suspending employment, or discharging employment of an Eligible Team Member, the Tribe's Human Resources Department shall mail to the Union a copy of any writing delivered to the Eligible Team Member in conjunction with such discipline or discharge.

Section 5 In an effort to promote the informal resolution of disputes related to disciplinary action, an Eligible Employee shall, prior to the Union being entitled to initiate a grievance under Article 10, meet with the Eligible Team Member's supervisor, a member of Human Resources Department, and the Union Representative (if available upon notice from the Eligible Team Member) to seek a mutually agreeable resolution of such dispute. This meeting shall take place no later than five (5) days

after the Eligible Team Member receives notice of the disciplinary action. This Section 5 shall not apply to disputes involving the disciplinary action of suspension or discharge and shall further not apply to disputes under this Agreement unrelated to disciplinary action.

ARTICLE 11

TRIBAL GAMING ORDINANCE

Section 1 The Union acknowledges receipt of a copy of the Viejas Band of Kumeyaay Indians' Tribal Gaming Ordinance. The Tribal Gaming Ordinance, and the regulations promulgated thereunder may be amended from time to time. In such event, the Tribe will provide to the Union any further amendments or revisions to the Ordinance, or regulations thereunder, at periodic intervals.

Section 2 The Union acknowledges the role of the Viejas Tribal Gaming Commission (the "Commission") and acknowledges that the Commission has exclusive jurisdiction over all matters pertaining to gaming or otherwise within the jurisdiction of the Commission, including without limitation: licensing eligibility and suitability, compliance with all applicable Tribal, federal, and state laws and regulations, compliance with internal controls, compliance with regulatory directives and demands, protection of Tribal assets and compliance with safety and health guidelines as determined appropriate by the Commission. The Union further acknowledges that all Eligible Team Members must obtain a gaming license from the 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 Eligible Team Members.

ARTICLE 12

CONTRACTING WORK

Section 1 The Tribe shall not subcontract or contract to any Non-Eligible Team Members any work currently performed by Eligible Team Members 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, including without limitation, its use of Partnership in Industry and Remedy, for functions and tasks previously performed by team members of those entities. In the event of any emergency, or other event beyond the Tribe's control, the Tribe may either use supervisory personnel to perform Bargaining Unit Work or may use Non-Eligible Team Members or new hires as needed, in its sole discretion.

Section 2 In the event that the Tribe undertakes an expansion of the existing Gaming 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 expansion facility only; provided, however, that any Bargaining Unit Work performed by Eligible Team Members in such leased space shall be subject to this Agreement.

ARTICLE 13

NO STRIKE/NO LOCKOUT

Section 1 The Tribe and the Union agree that during the term of this Agreement, the Union, its agents, and Eligible Team Members shall not 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 Eligible Team Members.

Section 2 Any Eligible Team Member who violates Section 1 of this Article shall be subject to discipline on the basis that such violation shall constitute just cause for discipline.

Section 3 In the event of any unauthorized work stoppage by Eligible Team Members, Union representatives shall immediately take reasonable steps to end, cease or avert such work stoppage.

ARTICLE 14

WORKWEEK AND OVERTIME

Section 1 The work week shall begin at 12:01 a.m. on Monday and shall extend through midnight on the following Sunday.

Section 2 Regular full-time Eligible Team Members are guaranteed to work a minimum of thirty-two (32) hours per week.

Section 3 Regular full-time Eligible Team Members are entitled to two (2) consecutive days off in each work week, except where either of the days is a black out day, the days off are mutually agreed to by the Eligible Team Members and the Tribe, or the shifts for such Eligible Team Members do not have two (2) consecutive scheduled days off during the work week. The Tribe shall not unilaterally modify the currently bid schedule of a full-time Eligible Team Member without providing at least ten (10) days advance notice (except in case of emergency, safety situations, or an event outside the Tribe's control that makes such notice impractical).

Section 4 Each Eligible Team Member shall be entitled to take a rest period of not longer than fifteen (15) minutes during each four (4) hour work period. Break periods will be scheduled, to the extent practicable, to minimize disruption of work operations.

Section 5 Each Eligible Team Member scheduled to work a shift of six (6) hours or longer shall be entitled to a paid meal period of thirty (30) minutes.

Section 6 When the Tribe schedules full time Eligible Team Member to report to work and said full time Eligible Team Member is not put to work, he or she shall be paid a minimum of four (4) hours at his or her hourly wage. When the Tribe schedules part time Eligible Team Member to report to work and said part time Eligible Team Member is not put to work, he or she shall be paid a minimum of two (2) hours at his or her hourly

wage. This Section 6 compensation would not apply for attendance at training or other specially requested meetings.

Section 7 Overtime pay shall be in accordance with the Tribe's current policy: non-exempt Eligible Team Members shall receive overtime pay at the rate of time and one-half their blended rate of pay, for all hours worked in excess of forty (40) hours in a work week.

Section 8 Where overtime work can be foreseen, the Tribe shall first offer such overtime to the most senior Eligible Team Members and continue to offer, on a descending seniority basis, until the Tribe's need is met or until all Eligible Team Members have refused. If the Tribe's needs are not met, the Tribe may then require, on an ascending seniority basis, that the least senior Eligible Team Members work the required overtime. For purposes of this Section, seniority shall refer to seniority within an Eligible Team Member'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 Eligible Team Members 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 Eligible Team Members on duty to work overtime as necessary, but shall offer such overtime to the most senior Eligible Team Members 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 Eligible Team Members on duty work overtime until its needs are met, and may

also use on-call or other Eligible Team Members, and if necessary Non-Eligible Team Members.

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

ARTICLE 15

WAGES

Section 1 Starting Hourly Wages: Subject to Section 3 below, the starting hourly wage rates for the various Eligible Team Member job classifications shall be the following throughout the term of this Agreement:

Job Classifications	Start Rates
ASIAN COOK	\$13.38
BANQUET BARTENDER	\$11.00
BARBACK	\$11.00
BARISTA	\$11.00
BARTENDER I	\$11.00
BARTENDER II	\$11.00
BARTENDER III	\$13.00
BUSSER-FINE DINING	\$11.00
BUSSER-BUFFET	\$11.00
BUSSER-RESTAURANT	\$11.00
CASINO PORTER	\$11.00
COOK I	\$11.00
COOK I-PASTRY	\$11.00

COOK II	\$12.00
COOK II-FINE DINING	\$13.50
COOK II-PASTRY	\$13.00
COOK III	\$13.25
COOK III-FINE DINING	\$15.00
EXPEDITER	\$11.00
EXPEDITER FINE DINING	\$11.00
F & B ATTENDANT	\$11.00
HOST-FINE DINING	\$12.00
HOST/CASHIER II	\$11.00
HOST/CASHIER NON-TIPPED	\$11.00
HOST/CASHIER TIPPED	\$11.00
KITCHEN UTILITY I	\$11.00
KITCHEN UTILITY/HEAVYCLEANER	\$11.00
KITCHEN UTILITY LEAD	\$11.00
MAINTENANCE UTILITY WORKER	\$11.00
MAINTENANCE UTILITY LEAD	\$11.00
SERVER BANQUET	\$11.00
SERVER BEVERAGE	\$11.00
SERVER BEVERAGE LEAD	\$11.00
SERVER BUFFET	\$11.00
SERVER FINE DINING	\$11.00
SERVER RESTAURANT	\$11.00
SERVER TABLE GAMES CARDRM	\$11.00
SPEC FUNCTIONS PERSONNEL	\$11.00

Section 2 Effective July 1, 2018, all non-tipped Eligible Team Members shall receive a wage increase of \$0.35 per hour and tipped Eligible Team Members shall receive a wage increase of \$0.20 per hour. Effective January 1, 2019, all non-tipped Eligible Team Members shall receive a wage increase of \$0.35 per hour or up to the California Minimum Wage, whichever is greater, and all tipped Eligible Team Members shall receive a wage increase of \$0.20 per hour or up to the California Minimum Wage, whichever is greater.

Section 3 The Tribe may give wage experience credit to Eligible Team Members hired who have demonstrable experience or skills useful to the Tribe.

Section 4 All Eligible Team Members working between the hours of 12:00 a.m. and 8:00 a.m. shall receive a shift differential of \$1.00 per hour for any hours worked between those times.

Section 5 All tips/gratuities shall be handled according to the following policies, unless rejected by the Internal Revenue Service:

Venue	Policy
The Grove	Actual (Hold-your-Own)
The Cafe	Actual (Hold-your-Own)
The Buffet	Actual (Pool & Split)
Gaming Floor (Excluding Table Games)	Actual (Pool & Split)
Gaming Floor (Table Games)	Actual (Hold-your-Own)
Locale	Actual (Hold-your-Own)
Daily Roast	Actual (Pool & Split)
Ginger Noodle Bar	Actual (Pool & Split)
V Lounge	Actual (Hold-your-Own and Pool & Split)
Coffee Shop	Tip rate
Team Member Dining Room	Tip rate
Bars	Actual (Hold-your-Own and Pool & Split)
Banquet	Actual (Hold-your-Own and Pool & Split)

Section 6 Additional Procedures for Tip Pooling on Gaming Floor (excluding Table Games): All tips received by Eligible Team Members working on the Gaming Floor (excluding Table Games) shall be pooled by shift (day, swing and grave) each day. At the conclusion of each pay period, each Eligible Team Member working on the Gaming Floor (excluding Table Games) shall receive, in conjunction with the payment of his or her regular salary, payment of a share of the tips pooled at the Gaming Floor (excluding Table Games) during his or her shift for the previous pay period. An Eligible Team Member who works during more than one shift during a pay period shall be paid his or her pro rata share out of each pool for each shift worked –e.g., an Eligible Team Member working thirty-two (32) hours on the day shift and forty-eight (48) hours on the swing shift during a pay period shall receive a thirty-two (32) hour share of the tips from the day shift and a forty-eight (48) hour share of the tips from the swing shift pool for that pay period.

Section 7 Additional Procedures for Tip Pooling in Buffet: All tips received by Eligible Team Members working in the Buffet shall be pooled daily. The pooling differential will be as follows: Server Buffet = 90% and Busser-Buffet = 10%. At the conclusion of each pay period, each Eligible Team Member working in the Buffet shall receive, in conjunction with the payment of his or her regular salary, payment of a share of the tips pooled at the Buffet during the previous pay period.

Section 8 The Tribe, in its sole discretion, may choose to provide additional compensation (e.g., bonuses, V-bucks) to Non-Exempt Team Members in non-supervisory positions. In

such an event, Eligible Team Members will receive the same additional compensation as all other Non-Exempt Team Members in non-supervisory positions.

Section 9 The Union shall have the option of giving written notice, no later than forty-five (45) days before January 1, 2020, of its desire to reopen this Agreement for the sole purpose of renegotiating Article 15, Section 2, and for no other purpose. Within thirty (30) days of the Tribe’s receipt of such written notice, the Union and the Tribe shall commence collective bargaining with respect to Article 15, Section 2. In the event of an impasse or failure of the collective bargaining reopener, there shall be no right to strike, picket, or to lock out and the no strike/no lockout provisions of Article 13 shall remain in full force and effect for the duration of this Agreement.

ARTICLE 16
PAID TIME OFF “PTO”

Section 1 PTO shall be accrued per pay period according to the following schedule. PTO Requests will be approved based upon seniority and departmental guidelines.

Length of Service	Amount of PTO Accrual
0 months but less than five years	Hours Worked X .0577
Five years but less than ten years	Hours Worked X .0770
Ten years or more	Hours worked X .0962

Section 2 Tipped Eligible Team Members on PTO shall receive PTO pay at straight time, without any tip premium.

Section 3 PTO pay will accrue on all hours worked up to, but no greater than, eighty (80) hours by any Eligible Team Member in any bi-weekly pay period.

Section 4 To request PTO, an Eligible Team Member must give at least thirty (30) days advance written notice of the desired start date. The Eligible Team Member's supervisor shall either approve or deny the request, in writing, within ten (10) days of receipt of the written PTO request; failure to do so shall result in the written PTO request being deemed approved. PTO requests that are not submitted with thirty (30) days advance notice will still be considered on a case-by-case basis.

Section 5 Well Pay. Each Eligible Team Member that has less than forty (40) hours of unscheduled absences (as defined in the P&P) during a calendar year, will be eligible to receive a partial cash-out of PTO in December of the following year equal to the difference between forty (40) hours and the amount of unscheduled absence time the Eligible Team Member took during the course of the year. Forty (40) hours must remain in the Eligible Team Member's account after the well pay cash-out is processed. The maximum pay-out is forty (40) hours.

ARTICLE 17

HOLIDAYS

Section 1 Eligible Team Members who work on the following holidays will receive 1.5 times the regular rate of pay for hours worked on such holiday(s): Independence Day, Labor Day, Martin Luther King, Jr. Day, Memorial Day, and New Year's Day.

Section 2 All Eligible Team Members shall receive eight (8) hours holiday pay at their regular rate of pay for the holidays of Christmas Day and Thanksgiving Day. An Eligible Team Member, 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.

Section 3 There shall be no other holiday premium pay or holiday pay due except as provided in this Article. In order to be entitled to any holiday premium pay, an Eligible Team Member must also work his or her regularly scheduled day immediately before and after the holiday in question, and must work the holiday if he or she is scheduled on that holiday.

Section 4 For purposes of computing holiday pay, the holiday shall be deemed to begin at 12:00 a.m. on the holiday in question and continue for twenty-four (24) consecutive hours thereafter.

ARTICLE 18

BEREAVEMENT PAY/JURY DUTY

Section 1 In the event of a death of any member of his or her immediate family, as hereinafter defined, an Eligible Team Member shall be granted a leave of absence, with pay, for a maximum of three (3) days for travel in California and four (4) days if the death requires travel outside California.

Section 2 For purposes of this Article, the immediate family shall consist of the Eligible Team Member's spouse, child, adopted or foster child, parents, grandparents, step-parents, parents-in-law, grandchildren, brother, sister, or great grandparents.

Section 3 The Tribe agrees that regular full time Eligible Team Members who are required by law to report for jury duty shall be excused from reporting to work during the period of jury service and shall be paid wages at their regular hourly wage for the work time missed, not to exceed five (5) days or forty (40) hours, whichever is less. Any Eligible Team Member serving jury duty that is scheduled for a swing shift the day of his or her service shall be excused from reporting to work without loss of pay.

Section 4 An Eligible Team Member will provide proof of attendance at jury service, will advise the Human Resource Department and his or her supervisor promptly on receipt of any notice to report for jury duty, and will advise his or her supervisor or the Human Resource Department while on jury

duty as to the status and probable duration of jury duty. Eligible Team Members will not be paid overtime or additional pay for advising his or her supervisor or the Human Resource Department of such information while on jury duty.

Section 5 Any Eligible Team Member with a documented financial hardship who has been on any type of approved medical leave for more than two weeks (14 calendar days) and has used all of his or her accrued Paid Time Off may request a PTO Grant in accordance with the applicable HRP&Ps.

ARTICLE 19

LEAVES OF ABSENCE

Section 1 Eligible Team Members shall be entitled to the benefits of the existing leave of absence policies set forth in the HRP&Ps.

ARTICLE 20

HEALTH AND WELFARE BENEFITS

Section 1 During the term of this Agreement, the Tribe will pay for health insurance coverage on the following basis:

1.1 The Tribe shall have the right, during the term of this Agreement, to make unilateral changes in coverage levels and claims administration, with a view to reducing the overall cost of health insurance coverage for Viejas Team Members. Current eligibility requirements, however, will remain constant and will not be changed. In any event, the Tribe will make contributions

no less than as described in Section 2 of this Article for the term of this Agreement. All such changes, if any, will be implemented for all full time Viejas Team Members and not merely those in the bargaining unit.

1.2 The Union and the Tribe will encourage all Eligible Team Members to use the Tribe's existing Section 125 Healthcare Flexible Spending Plan to enable participating team members to pay uninsured health costs, to the greatest extent possible, on a pre-tax basis.

Section 2 During the term of this Agreement, the Tribe shall pay 70% of the cost of the core health insurance premiums for each full time Eligible Team Member, if elected by an Eligible Team Member, including core dependent coverage or family coverage, if selected. In an effort to promote the wellness of all team members, and promote the early detection and treatment of medical conditions, the Tribe shall pay 80% of the cost of the core health insurance premiums for each full time Eligible Team Member (and adult dependents, if elected) that participates annually in a biometric screening paid by the Tribe and annual physician wellness check. The participating full time Eligible Team Members shall bear the remaining portion of health insurance premiums. The Tribe shall provide the Union with the total per-team member costs for health insurance coverage on a per-Eligible Team Member basis.

Section 3 With respect to dental and vision premiums, the Tribe shall continue to pay a portion of the premiums for such

coverage on the same basis as it does for full time Non-Eligible Team Members.

ARTICLE 21

TRAINING

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

Section 2 If requested by the Tribe, the Union may assist the Tribe in training Eligible Team Members.

ARTICLE 22

HEALTH AND SAFETY

Section 1 The Tribe agrees to abide by and maintain standards of sanitation, safety and health to comply with the Federal Occupational Safety and Health Act.

Section 2 The Tribe agrees to provide reasonable protective devices to safeguard the health of Eligible Team Members and protect Eligible Team Members from injury. Any Eligible Team Member who refuses to use or wear reasonable protective devices or equipment may be disciplined pursuant to the discipline and grievance/arbitration provisions of this Agreement.

Section 3 The parties agree that a joint safety committee, comprised of representative Eligible Team Members, Non-Eligible Team Members and Tribal Management, may meet to discuss and recommend safety programs and procedures. The Tribe shall appoint the management and Non-Eligible Team Member representative(s) and the Union shall appoint the Eligible Team Member representative(s).

Section 4 No Eligible Team Member shall be required to work in an area that may be hazardous to his/her health or safety. Both parties acknowledge that tobacco smoke may be present in working areas and the provisions of this Section 4 shall not apply.

ARTICLE 23 SEPARABILITY

Section 1 Should any part hereof or any provision 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 is declared to be in conflict with the law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision.

ARTICLE 24

COPE DEDUCTIONS

Section 1 The Tribe agrees to make payroll deductions for those Eligible Team Members who sign a written authorization to have deductions made for the UFCW Active Ballot Club. Payroll deductions for the UFCW Active Ballot Club will be remitted together with the Tribe's remittance of dues as provided in Article 7.

ARTICLE 25

UNIFORMS

Section 1 "Uniform" means outer garments, excluding shoes and belts, which are required to be worn exclusively by Eligible Team Members while carrying out the duties and responsibilities of Eligible Team Members' positions.

Section 2 The Tribe will continue its present practice with regard to the maintenance of Uniforms requiring dry cleaning or pressing, at the Tribe's expense. Eligible Team Members shall be required to maintain, at their own expense, uniforms that can be laundered by a standard washer and rendered wrinkle free with proper drying or light ironing.

Section 3 Eligible Team Members whose uniforms are cleaned and maintained at the Tribe's expense are expected to handle them in a manner such that care is taken to maintain the standard of appearance required for their position.

ARTICLE 26

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 more cooperative and more flexible relationship among the Tribe, the Union and Eligible Team Members. 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 Eligible Team Members where appropriate, and appropriate management officials with authority for the purpose of discussing problems, Eligible Team Member suggestions, methods of improving morale or productivity, and other subjects.

ARTICLE 27

RETIREMENT

Section 1 The Union and the Tribe will encourage all qualified Eligible Team Members to take advantage of the Tribe's existing 401(k) plan to enable them to actively plan for their retirement. Communication assistance regarding the 401(k) and Section 125 plan will be provided by the Tribe at the Union's request.

ARTICLE 28
EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1 The term of this Agreement shall be for four years, commencing on March 11, 2018 and ending on March 10, 2022. 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 forty-five (45) days of receipt of such notice, the Union and the Tribe shall commence collective bargaining with respect to a new agreement.

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 or 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 Tribal responsibilities, duties and obligations to the Union and Eligible Team Members 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 future 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 unqualifiably 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.

This Agreement is entered into as of this ____ day of _____, 2018.

Viejas Band of Kumeyaay Indians

By: _ Robert J. Welch, Jr., Chairman

Dated: _____

United Food and Commercial Workers Union Local 135

By: _ Mickey Kasparian, President

Dated: _____