

AGREEMENT

BETWEEN

Cherokee Nation Mission Solutions, LLC

And

LOCAL 351, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

FORT SILL, OK

October 1, 2018 through September 30, 2021

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PREAMBLE

THIS AGREEMENT, made and entered into this 1 day of October, 2018, by and between Cherokee Nation Mission Solutions, LLC, with its local office at Lawton, OK (hereinafter referred to as the "Company") and Local351 of the International Union of Operating Engineers, AFL-CIO, with its principal office at 111 E. Coolidge, Borger, TX 79007 (hereinafter referred to as the "Union").

**ARTICLE I
UNION RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agency in all matters concerning wages, hours and working conditions for all janitorial staff, including floor technicians employed by Cherokee Nation Missions Solutions, at Fort Sill, Oklahoma excluding all guards and supervisors as defined in the National Labor Relations Act as amended.

**ARTICLE II
UNION SECURITY**

All employees covered by this Agreement including temporary employees shall, as a condition of their continued employment become members of the Union not later than the 31st day next following the date of their employment or the effective date of this Agreement whichever is later and shall, thereafter, remain members in good standing in accordance with Section 8 (a) (3) of the Labor-Management Relations Act, 1947, and any amendments or additions thereto.

**ARTICLE III
CHECK-OFF AUTHORIZATION**

Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay, initiation fees and uniform monthly dues, payable to the Union. The Union will acknowledge receipt of the remittance in writing, deducted and remitted once they are paid to the Union.

The Union further agrees to save the Company harmless from any legal actions growing out of these check-off deductions that may be instituted by any employee involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company as well as reasonable costs and expenses involved in defense of any such action as set forth in this paragraph.

If any change in the amount of dues is made by the aforesaid Union during the

term of this Agreement, the Union will give written notice of such to the Company.

ARTICLE IV SENIORITY

Section 1. Classification Seniority under this Agreement shall be defined as length of continuous service by work classification on a regular assignment. Company Seniority under this Agreement shall be defined as length of continuous service from the date of hire by the Company or previous contractor performing the same services under the current contract between the Company and the Government.

Section 2. The Company shall establish available work shifts, days off and vacation periods. Classification Seniority shall be considered in the selection of work shifts, amount of hours worked, days off, reduction and restoration of the working force. Company Seniority shall be considered in the selection of vacation periods, amount of vacation and sick leave.

Section 3. Probationary employees may be assigned to any shift.

Section 4. Classification and Company Seniority lists shall be prepared by the Company and shall be posted January 1st of each year and shall be revised each six (6) months thereafter. Such lists shall be subject to correction upon protest and clarification, but if no complaint is made within fifteen (15) days of posting, the list published will be assumed to be correct.

Section 5. In case of layoff, seniority by classification shall be followed with due consideration for the efficiencies and special needs of the operation. In case of the restoration of the working force, seniority by classification shall be followed with due consideration for the efficiencies and special needs of the operation.

Section 6. Employees who are promoted to positions excluded from the bargaining unit will be given a leave of absence from the bargaining unit for three (3) months and shall continue to retain and accrue seniority during that period. If at the end of this period the employee has not returned to work within the classifications covered by this Agreement, he shall lose all seniority rights under this Agreement, and his name shall be removed from the seniority lists.

Section 7. Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority lists under the following conditions;

- A. The employee quits or resigns.
- B. The employee is discharged for cause.
- C. The employee is laid off and not re-employed within six (6) months.
- D. The employee has been laid off for less than six (6) months and the employee does not

return to the service on or before a date specified in a Registered Mail letter from the Company mailed to the employee's last known address offering such employee reemployment, which date shall not be prior to five (5) days after mailing such notice, provided, however, that this paragraph D shall not apply to offers of temporary work.

E. An employee, while on a leave of absence, accepts another job.

F. The employee fails to return to work at the expiration of either a medical or personal leave of absence.

G. Absence from work for three (3) days or longer without notice.

Section 8. Lead custodians will have the option to self-demote to custodian on January 1st and July 1st of each year, upon at least thirty (30) days prior written notice. If an employee self-demotes back to custodian, he/she will carry their seniority time as Lead Custodian back to Custodian. Their seniority will be the total time spent as Lead Custodian and Custodian. The option to self-demote will only be available if an opening for a Custodian exists. If an opening does not exist, the Lead Custodian employee will have a first right of refusal for the next open Custodian position. The self-demoting employee recognizes that he/she will be transferring into the pay rate associated with the labor category to which he or she self-demotes.

ARTICLE V PROBATIONARY AND TEMPORARY EMPLOYEES

Newly hired employees shall be on probation for the first ninety- (90) days of employment. During this period, employees shall receive the rates of pay provided herein, but shall not be entitled to any other benefits under this Agreement. During the probationary period, the Company may discipline or discharge any employee for any reason without recourse to the grievance procedure.

Upon completion of the probationary period, employees shall be placed upon the seniority list as of the first date of employment. Seniority shall be by classification and all benefits provided in this Agreement shall be accrued by service within a given classification, including layoff and rehire after layoff. Employees will, however, accrue vacation benefits based on their total length of service with the Company.

Temporary employees are those who are employed for a period of ninety (90) days or less with notification to the Union.

**ARTICLE VI
WAGES AND HEALTH AND WELFARE**

The Wage and Health and Welfare rates, which shall be effective during the term of this Agreement, are set forth in Schedule "A".

The Company will furnish copies of any job opening postings covering the classifications in Schedule "A" by posting all job openings on a central information board and informing the Shop Stewards that the job openings are posted.

**ARTICLE VII
HOURS OF WORK AND OVERTIME**

Normal Hours. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week.

The workweek shall begin at 12:01 A.M. Sunday and shall continue for seven consecutive days. The normal starting time is 7:00am and normal quitting time is 3:30pm. Employees shall receive two paid fifteen (15) minute breaks per day and an unpaid thirty (30) minute lunch period each day.

If employees are sent home before they finish their regular scheduled shift because of no fault of their own, such employee will have the choice to use vacations hours for the remaining hours of the shift or may choose to be on leave without pay for the remaining hours of the shift.

Overtime. The rate of one and one-half times (1 1/2 X) the regular straight time rate of pay shall be paid for all work performed in excess of forty (40) hours in any work week.

In order to meet operational or maintenance needs, or in case of emergency, employees may be required to work overtime

The Company shall be free to fix the starting hours of shifts and to revise the work schedule as needed depending upon the business requirements.

**ARTICLE VIII
HOLIDAYS**

The Company will pay eligible employees for the following holidays not worked:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The holiday pay is based on a regular schedule day and at their regular rate of pay. If an employee is required to work on a holiday, they shall be paid, holiday pay plus one and one half (1 ½) times their regular hourly rate for all hours worked.

To be eligible to receive holiday pay, an employee must be on the active payroll and must work the last regularly scheduled shift prior to and the first regularly scheduled shift following the holiday unless he is on vacation or another approved leave of absence.

If a holiday falls within an employee's approved vacation period, the employee will be paid for the holiday at their normal rate of pay. Such employee shall have the option of receiving their scheduled vacation pay as well as the holiday pay for that day, or the employee may opt to only receive holiday pay for that day and add their vacation hours back into their vacation bank to be taken at a later date.

**ARTICLE IX
VACATION**

An employee who shall have attained the years of continuous service specified in the following table, shall receive a regular vacation corresponding to such years of continuous service with vacation pay as shown in the following table,

<u>Years of Service</u>	Entitlement
One (1) year of Service	Two (2) weeks
Five (5) years of service	Three (3) weeks
Ten (10) years of service	Four (4) weeks
Fifteen (15) years of service	Five (5) weeks

Vacations shall be based on an employee's anniversary date and Vacations may be used in thirty (30) minute increments. If an employee requests vacation time of three (3) days or less, the employee must make request within twenty-four (24) hours of the leave. Except under an emergency situation, requests to use vacation time of more than three (3) days, the request needs to be submitted seven (7) calendar days in advance to be approved. Vacation leave requests shall be submitted in writing to the Supervisor. The employer will respond to requests for Vacation of more than three (3) days within two (2) working days of receiving such request. Vacation, insofar as is reasonably possible, shall be granted at the times most desired by the employee, but the final right to assign Vacation periods and the right to change such assignments is exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities.

If an employee has been approved for Vacation time off, another employee cannot bump the employee with prior approval.

Employees will be allowed to carryover up to eighty (80) hours of vacation per year. Any hours over eighty (80) will be paid out to the employee on the employee's anniversary date of each year.

Vacation hours will be prorated based on total hours worked over the previous twelve (12) month period. For example, part-time employees shall receive vacation in accordance with hours actually worked during the year or if an employee takes extended

medical leave, the employee will only receive vacation for hours actually worked during the year.

For the purposes of this section, part-time shall be defined as employees who work less than thirty (30) hours in a workweek.

ARTICLE X JURY DUTY

An employee summoned for Jury Duty to a court of record shall be allowed, whenever possible, the necessary time off for such service. However, the Company reserves the right to attempt to obtain a release from the jury duty for any employee so summoned.

Whenever an employee may be summoned, he shall be compensated for the difference between his straight time hourly rate for such scheduled work hours lost and the payment received for jury duty, to a maximum of three (3) days, following presentation to the Company of a statement from the clerk of the court showing the dates of such service and the amount of compensation.

Jury Duty requiring more than three (3) days shall be reviewed on a case-by-case basis.

ARTICLE XI SICKLEAVE

Employees should be entitled to sick leave per year, with pay, at the employee's regular rate of pay as identified in Schedule "A". Employees will accrue paid sick leave hours weekly based on eligible hours worked during each pay period. The accrual rate is 1 hour for every thirty (30) hours worked. Any additional paid time off for sick leave, recorded and paid to the employee will also be subject to the accrual rate. Paid sick leave will accrue up to 56 hours at any point throughout the accrual year. The cap for sick leave accrual shall be 56 hours. The Company may require medical proof of illness for absences in excess of three (3) consecutive days with sick leave and failure to provide said proof may result in non-payment of sick leave pay. Sick days can be use in thirty (30) minute increments.

ARTICLE XII DISCIPLINE AND TERMINATION

The Company expects all employees to abide by Company policies and

procedures and applicable government or customer regulations. A violation of the Company's policies or general work rules and regulations will result in disciplinary action with just cause, which may range from counseling, written warning, suspension without pay, or termination of employment.

The Company supervisors have an obligation to perform disciplinary actions with just cause when an employee's conduct or work impairs our ability to carry out our contractual obligations. Upon satisfactory completion of the 90-day probationary period, the Company will use a progressive disciplinary approach to encourage employees to be productive workers.

Verbal coaching will be administrated first, then the following steps:

- 1st offense - Verbal warning
- 2nd offense- Written warning
- 3rd offense- Suspension by the Company of one (1) day without pay.
- 4th offense - Termination

Employees found violating company rules or government regulations or the below will than receive progressive discipline as mentioned above.

- a. Amoral conduct or indecency on the premises
- b. Insubordination or refusal or intentional failure to perform assignment.
- c. Habitual or Excessive absenteeism and tardiness, as defined in Article XVII, Attendance. For the purposes of this section, the following definitions shall apply-

Habitual is defined as *regularly or repeatedly absent/tardy from work*. For example, coming in late every Monday or calling in on Fridays.

Excessive is defined as *absent or tardy more than necessary, normal or desirable*. For example, more than 4 occurrences within a rolling six (6) month period.

- d. Failure to perform work assigned to prescribed standards or within prescribed time frame.
- e. Failure to record hours worked in Company timekeeping system on a daily basis. Five failures within a thirty-day time period shall result in corrective action.
- f. Personal use of customer or company equipment.
- g. Performing personal business on company time.
- h. Failure to lock or secure customer space upon entering or exiting.
- i. Creating or contributing to an unsafe working condition.

- j. Smoking, drinking soda, coffee in unauthorized work areas on company time.
- k. Discourtesy or offensive language toward others, including the use of threatening, abusive or profane language.
- l. Not reporting to or leaving assigned work area without notifying the supervisor or being in unassigned area or building during company time.

Employees may be immediately discharged with just cause for the following:

- a. Falsifying timecards, time records.
- b. Intoxication during working hours.
- c. Use, possession and /or distribution of drugs, or being under the influence during working hours.
- d. Fighting or physically abusing another person.
- e. Negligent or deliberate damage to, destruction of, theft or conversion of company property, the property of others, or other such gross misconduct.
- f. Removal of customer/tenant, employer or co-worker property without authorization.
- g. Sexual or other unlawful harassment.
- h. Not reporting to work for three consecutive workdays or overstaying authorized leave without notifying employer.
- i. Any false statement made on the application for employment or to medical examiner with intent to deceive.
- j. Unauthorized possession of firearms or explosives within the installation
- k. Employees restricted by the Government from entering the installation.
- l. Sleeping on the job.

The above infractions are not intended to be all inclusive. Written warnings will become part of employee's record for twelve (12) consecutive months. Disciplinary action will be taken within seven (7) working days, during which the employee is present, of the offense. In the event an employee refuses to sign a written warning, the warning will still become part of their record.

**ARTICLE XIII
GRIEVANCE AND ARBITRATION**

Section 1, Definition: A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to the complaint of an employee, Company, or of the Union which involves the interpretation, application of or compliance with the provisions of this Agreement

Section 2. Procedure:

Step I Within five (5) working days of an incident or event-giving rise to a grievance, the affected employee(s) must present the grievance to his/her immediate supervisor or Company's representative. The steward will accompany the employee. The Company shall render a written decision within five (5) working days after the conclusion of the Step one hearing.

Appeal If the Union wishes to appeal, it must appeal a denied grievance to Step 2 within five (5) working days after the receipt of the Company's written decision. Such appeal shall be in writing to the facility manager or department head of the Company's operation at the facility.

Step II The employee shall be represented by the Chief Shop Steward or his/her designee. The facility manager or department head shall meet with the Chief Shop Steward or designee and grievant within ten (10) working days after receipt of the union's written appeal request. A decision by the Company shall be rendered in writing within ten (10) working days.

Appeal The Union may appeal a denied Step 2 grievance to Step III within twenty (20) working days of the receipt of the Company's written Step 2 decision. Such appeal shall be in writing to the facility manager or department head of the Company's operation at the facility.

Step III The Facility Manager or the Head of Human Resources Representative will meet with the Union Representative to discuss the grievance within twenty (20) working days after the receipt of the Union's written appeal request. A decision by the Company shall be rendered in writing within ten (10) workings days.

Appeal The Union may appeal a denied Step III grievance to Arbitration within twenty (20) working days of the receipt of the Company's decision.

Time restraints. Any of the time restraints within the grievance procedure may be extended by mutual agreement between the company and the union.

Step IV Arbitration In the event of Arbitration, the party invoking the Arbitration will request that the Federal Mediation and Conciliation Service ("FMCS") submit a list of seven arbitrators. Upon receipt of the list of arbitrators, each party, beginning with the party that requested arbitration, will alternate in striking a name from the list until only one name remains.

Each party will have the right to reject one panel of Arbitrators and subsequently request a new panel of Arbitrators. The party requesting the new panel of Arbitrators shall pay the cost of the additional panel.

The arbitrator shall have jurisdiction and authority to apply, interpret and determine compliance with the terms of this Agreement but in no case add to, deviate from, detract from or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be confined to the matter submitted to him for arbitration. The decision of the arbitrator, if rendered in accordance with the provisions of this article, will be final and binding upon the Union, all bargaining unit employees, and the Company.

At any arbitration hearing under this article, if both parties involved agree to utilize the services of a court reporter, the expenses and fees incurred (including the cost of providing a copy of the record to the arbitrator) will be borne equally by the Employer and the Union. If only one party desires to utilize the services of a court reporter, it may do so, and that party will pay all of the court reporter's fees and expenses, and provide a copy of the record to the arbitrator; provided, however, that neither the paying party, the arbitrator, nor the court reporter will make a copy of the record available to the non-paying party.

The compensation and costs required to be paid to the arbitrator and arbitration service and cost of meeting room, if needed, will be borne equally by the Union and the Employer. The parties will be responsible for their own expenses to include attorney fees and witnesses.

**ARTICLE XIV
HEALTH AND SAFETY**

The Company and the Union shall cooperate to promote employee safety and accident prevention in and around all operations and premises.

The Company shall maintain safe, sanitary and healthful conditions and shall provide first aid equipment to take care of employees in case of accident or illness.

It shall be the responsibility of each employee to maintain his place of work in a clean and orderly condition. Employees shall be required to observe safety rules and regulations established by the Company, including the use of prescribed safety equipment or clothing.

As a condition of continued employment all employees shall be required to conform to all reasonable work rules and regulations that may be issued by the Company from time to time pertaining to the operations, health and safety.

The Company will insure that all employees are properly trained to perform vehicle preventative maintenance checks.

**ARTICLE XV
LEAVE OF ABSENCE**

Employees with at least one (1) year of service may, at the discretion of the Company, be granted a leave of absence without pay for periods not to exceed thirty (30) calendar days in any year.

**ARTICLE XVI
VISITATION RIGHTS**

The Union Representative will give the Project Manager or Company-designated representative at least twenty-four (24) hour advance notification of his desire to meet with a Shop Steward or to meet with the Project Manager in order to conduct an investigation of a grievance or to meet the steps of Article XIII, Grievance and Arbitration. The meeting between the Union Representative and the Project Manager will be held at the central office of the Employer.

If the Union Representative requests to meet with a Shop Steward, the meeting will be held at a location to be determined between the Union and the employee, not to include the worksite or the Employer's office. The Shop Steward's time will be considered approved leave without pay or vacation during such meetings, if performed during normal working hours.

The Union Representative shall not interfere with the operation of Employer's business.

ARTICLE XVII ATTENDANCE

Whenever possible, the employee shall schedule in advance (by providing notice to your supervisor or project manager at least one week prior, unless unforeseen circumstances arise), any time off that the employee will need to attend to medical care or personal needs if it will interfere with the employee's regular scheduled shift. If for any reason the employee encounters a situation that requires the employee to miss any time from his/her regular shift, the employee must call in the supervisor or project manager no later than one (1) hour before start of the employee's scheduled shift. In addition, if the employee has to leave before the end of the employee's scheduled shift due to illness or emergency, the employee must notify their supervisor or project manager prior to leaving the work area. Failure to properly call in or failure to notify the supervisor or project manager prior to leaving the work area early, will be dealt with as a performance issue and may result in discipline up to an including termination with just cause. Employees are also responsible for ensuring that appropriate methods are used to communicate any situation with their supervisors or project managers that may change their work schedule.

If an employee is absent from work for three (3) or more consecutive workdays without notification (no call/no show) to the supervisor or project manager, the employee will be considered to have abandoned his/her job and voluntary resignation without notice.

The following "occurrence based" procedure is intended to encourage regular attendance through corrective discipline.

An "occurrence" is defined as follows:

- a. A single day of unexcused absence.
- b. Consecutive days of unexcused absences will be counted as separate occurrences. Each day will be counted as an occurrence.
- c. Two (2) unexcused tardiness will be count as one (1) occurrence.
 - a. Tardiness is defined as arriving five (5) minutes late or more (without prior Management approval) after the start of the employee's scheduled shift.

The following types of absences will not count as an "occurrence" under the Attendance Guidelines:

- Approved Leave of Absence
- Scheduled Vacation

- Sick Leave
- Jury Duty
- Funeral Leave
- Federal/State mandated Leave (i.e FMLA)
- Court Attendance Required by Subpoena
- Military Leave
- Short/Long Term Disability
- Holidays
- Company mandated time off (i.e. suspension)
- Workers Compensation leave
- A sudden unforeseeable emergency that prevents an employee from attending work or needing early release from duty, provided the employee provides documentation of the emergency within two (2) business days of their return to work.

Discipline Procedure:

- After the 1st Occurrence in any rolling six (6) months the employee will be counseled with a Verbal Warning, Documented in the file
- After the 2nd Occurrence in any rolling six (6) months the employee will be counseled with a Written Warning
- After the 3rd Occurrence in any rolling six (6) months the employee will be counseled with a Written Warning
- After the 4th Occurrence in any rolling six (6) months, the employee will be terminated

**ARTICLE XVIII
CAPTIONS AND TERMS**

Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Wherever the singular or plural number is used herein, it shall equally include the other and wherever the masculine or feminine gender is used, shall equally include the other.

**ARTICLE XIX
SAVING CLAUSE**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

The company will follow the federal guidelines regarding FMLA.

ARTICLE XX SHOP STEWARD

The Union may select one employee of the Company to act as Chief Shop Steward and two alternate shop stewards. A Shop Steward's authority shall be limited to and shall not exceed the following duties and activities:

Section 1. The investigation and presentation of grievance to the designated Company's representative in accordance with the provisions of the collective bargaining agreement.

Section 2. Shop Stewards may receive and may discuss grievances of employees on the premises of the Employer, but only to such extent as does not neglect, retard or interfere with the work or duties of employees. Shop Stewards shall obtain permission of his respective supervisor prior to leaving his work assignments to handle grievances, and report to his supervisor upon return.

Section 3. The transmission of such messages and information, which shall originate with and be authorized by the local Union, or its officers, provided such messages and information had been reduced to writing and, if not reduced to writing, are of a routine nature and do not involve work stoppages, goods or other interferences of the Employer's business.

Section 4. Any activities undertaken by the Shop Steward outside of his normal working hours, shall not be considered as time worked for pay or overtime purposes.

Section 5. The Shop Stewards shall not, however, have authority to make decisions regarding the interpretation or application of the terms and conditions of this Agreement, including resolution of grievances. Those duties are vested solely with the Union.

Section 6. Shop Stewards shall not be discriminated against in any manner by the Employer or its representative because of the activities of the Shop Stewards in presenting any adjustment of grievances or disputes.

Section 7. If the Shop Stewards meet with the Company to negotiate a successor collective bargaining agreement, the Company will keep the participating Shop Stewards whole while negotiating such agreement, providing pay not to exceed two (2) days.

ARTICLE XXI FUNERAL LEAVE

Each employee shall be granted up to three (3) days off with pay within one (1) week of the funeral, in the event a death in the immediate family occurs. Immediate family

includes spouses (including domestic partners), parents, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, children, step-brother or step-sister, great-grandparent, son-in-law, and daughter-in-law.

Each employee shall be granted one (1) day off with pay within one (1) week of the funeral, in the event a death of the following occurs: aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

The Employer will give due regard to a request to use vacation hours in the event of the death of an employee's family member not listed above or in the case of the need to use vacation leave in addition to funeral leave.

Employees shall only be paid for such time out of the regular work week that they were scheduled to work. Funeral leave will not be paid during holidays, or weekends. If any employee is scheduled for vacation, the employee may use funeral leave for any of the family member's death listed above and will have their vacation hours added back to their vacation bank to use at a later date. To be entitled to funeral leave pay, employees will be required to prove to the Company proof of death and proof of relationship.

ARTICLE XXII MODIFICATION

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

The provisions of this Agreement shall be conclusive as to all bargaining matters relating to wages, hours or work, and working conditions, except that rates of pay

for new classifications may be bargained during the term of this agreement.

Therefore, the Company and the Union, for the lifetime of the Agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Company and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

ARTICLE XXIII UNIFORMS

The Company shall provide employees with five (5) company t-shirts, one company hat, one jacket, and three (3) pants that will be “wash and wear” per year, available in men and women sizes. Employees must return one used item to receive a new item.

Employee’s failure to return issued uniforms upon termination will result in the cost of the uniform being deducted from their final pay.

**ARTICLE XXIV
DURATION**

This Agreement shall be in full force and effect from 12:01 A.M. October 1, 2018 to 12:00 midnight September 30, 2021 and shall continue from year to year thereafter, unless written notice of desire to modify or terminate the Agreement is served by either party upon the other sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 17 day of September, 2018.

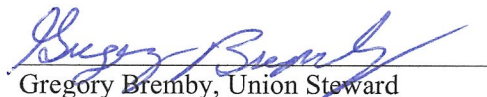
Cherokee Nation Mission Solutions, LLC



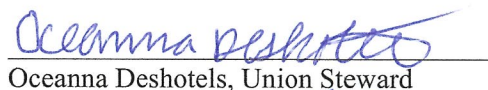
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 351, AFL-CIO



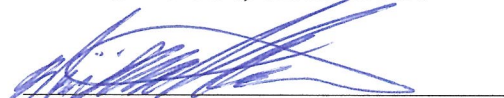
Elva R. Campbell, Business Rep



Gregory Bremby, Union Steward



Oceanna Deshotels, Union Steward



George Middlewood, Union Steward

Schedule "A"

Wages:

Job Classification	Current	10/1/18	10/1/19	10/1/20
Custodian	\$11.19	\$11.69	\$12.19	\$12.69
Custodian/Floor	\$13.41	\$13.91	\$14.41	\$14.96
Custodian Lead	\$12.03	\$12.53	\$13.03	\$13.53

All job duties and job classification will be assigned each day by the employer or its representatives, employees will be paid by their job classification dependent on what duties are assigned to them.

Health & Welfare:

Hourly Contribution	Current	10/1/18	10/1/19	10/1/20
Health & Welfare	\$5.32	\$5.32	\$5.61	\$5.61
South Central Annuity Fund (Plan Number 001)	\$0.00	\$0.31	\$0.31	\$0.64
Total Health & Welfare Fringe Contribution	\$5.32	\$5.63	\$5.92	\$6.25

The Health and Welfare benefit will be paid in accordance with the above H&W rate to the Employer's Health and Welfare Plan for all hours worked (including vacation, holiday and sick leave) not to exceed 40 hours per week. The employee will be responsible for paying the difference through payroll deduction should the elected benefit premiums exceed the current Health & Welfare benefit.

In the even the actual cost of the health insurance provided is less than this amount, the excess shall be paid to the employee as taxable income.

Notwithstanding the foregoing, employees shall be eligible to opt out of such health insurance benefits only if such benefit is a bona fide benefit under applicable law, regulation or guidance, and does not expose the Company to adverse penalties or payments.

South Central Annuity Fund:

Section 1. The Employer agrees to be bound by the Adopting Employers provisions of the Agreement and Declaration of Trust entered into as of August 14, 2015 establishing the South Central Annuity Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement, and further agrees to execute all necessary forms and documents required by the Trustees. Employer irrevocably designates as his representatives among the Trustees of said Fund solely for the purpose of providing Plan benefits to their employees under the Plan; such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.

Section 2. The Employer agrees to contribute the amount referenced in Schedule A per hour per employee on all hours paid into the South Central Annuity Fund of the International Union of Operating Engineers and Participating Employers for the life of this Agreement.

Section 3. Trust Fund Delinquency: In the event of willful failure by the Employer to make payments as required by the terms of this Agreement into any of the Trust Funds by the twentieth (20th) of the month, the Union may, after ten (10) days written notice to the Employer, take whatever action it deems necessary, regardless of any other provisions contained herein, including, but not limited to strike, to enforce said payments.

Section 4. Employer shall not be considered a Plan Administrator under the Plan documents and with the exception of making Adopting Employer contributions as required by Schedule A for union employees while employed, Employer shall not have any responsibility with regard to the operation of the Plan, fund choices, or Plan compliance.