

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**PULAU CORPORATION**

**ARMY TRAINING AIDS, DEVICES, SIMULATORS AND  
SIMULATIONS (TADSS) MAINTENANCE PROGRAM (ATMP)**

**CONTRACT**

**At FORT IRWIN, CA**

**and**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**DISTRICT LODGE NO. 725**

**Effective Dates:**

**May 1, 2019 through March 31, 2024**

## **Table of Contents**

### **Contents**

ARTICLE 1. Preamble.....	3
ARTICLE 2. Recognition .....	3
ARTICLE 3. Intent and Purpose of Agreement.....	3
ARTICLE 4. Non-Discrimination.....	3
ARTICLE 5. Management Rights.....	4
ARTICLE 6. Drug-Free Workplace.....	4
ARTICLE 7. Union Security .....	5
ARTICLE 8. Dues Check-off .....	5
ARTICLE 9. Representation/Stewards .....	6
ARTICLE 10. No Strikes, No Lockouts.....	7
ARTICLE 11. Work by Non-Bargaining Unit Personnel.....	8
ARTICLE 12. Probationary Period/Seniority.....	8
ARTICLE 13. Entire Agreement .....	10
ARTICLE 14. Government Security Responsibility .....	10
ARTICLE 15. Discharge and Disciplinary Action.....	11
ARTICLE 16. Absence From Work .....	12
ARTICLE 17. Temporary Duty Assignments.....	12
ARTICLE 18. Adjustment of Grievances .....	13
ARTICLE 19. Effect of Law .....	15
ARTICLE 20. Wages and Hours.....	16
ARTICLE 21. Fringe Benefits .....	18
ARTICLE 22. Bereavement Leave and Jury Duty .....	20
ARTICLE 23. Holidays .....	21
ARTICLE 24. Vacations.....	21
ARTICLE 25. Sick Leave.....	22
ARTICLE 26. Family and Medical Leave.....	22
ARTICLE 27. Military Leave.....	22
ARTICLE 28. Union Leave.....	23
ARTICLE 29. Union Bulletin Boards .....	23
ARTICLE 30. General .....	23
ARTICLE 31. Duration and Termination.....	25
APPENDIX A: Wage Schedule .....	26

## **ARTICLE 1. Preamble**

This Agreement has been entered into on this 1st day of May 2019 by and between PULAU Corporation (hereinafter referred to as the “Company”) and International Association of Machinists and Aerospace Workers, District Lodge 725 (hereinafter referred to as the “Union”).

## **ARTICLE 2. Recognition**

The Company recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of work and other terms and conditions of employment for all full-time employees employed by the Company in the Power Distribution Shop under the ATMP Contract at the National Training Center, Fort Irwin, CA in the following job classifications: Motor Vehicle Mechanic; General Maintenance Worker; Electrician; Heavy Equipment Operator, Heavy Equipment Mechanic, Ground Support Equipment Mechanic, Ground Support Equipment Mechanic Senior, Electronics Technician Maintenance I, II and III, as certified by the NLRB’s August 6, 2014 Certification of Representative in Case No. 31-RC-130821 and/or card check Recognition/Accretion Agreement dated January 9, 2015 after proof of majority status of the relevant classifications in the Live Fire Shops. The bargaining unit shall not include any other employees, guards, supervisors, confidential secretaries or other confidential employees, office clerical employees, or any individuals excluded from the definition of “employee” as defined in the National Labor Relations Act (the “Act”).

## **ARTICLE 3. Intent and Purpose of Agreement**

The purpose and intent of this Agreement is to ensure mutual understanding and cooperation among the Union, the employees and the Company; to facilitate the efficient operations of the Company and maximum productivity of employees; to ensure prompt and fair resolution of all grievances; to eliminate labor disputes and all disruptions of work or other interference with the Company’s operations; and to set forth the applicable rates of pay, fringe benefits and other terms and conditions of employment.

In setting forth certain provisions pertaining to wages, hours of work, and working conditions, the Company and the Union have agreed to cooperate in establishing and maintaining a harmonious relationship and have provided procedures for the peaceful settlement of all grievances that may arise under this Agreement.

## **ARTICLE 4. Non-Discrimination**

The Company and the Union separately and jointly recognize their obligation to abide by applicable federal and state laws relating to equal employment opportunity and nondiscrimination. The Agreement shall be applied fairly and shall not in any way be used to

discriminate against employees on account of race, color, religion, sex, national origin, age, veteran status, disability or handicap, or any other legally-protected status. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both male and female employees.

## **ARTICLE 5. Management Rights**

Except as modified by a specific provision of this Agreement, the management of the Company and all of the traditional rights inherent in the exercise of the functions of management, shall be vested solely and exclusively with the Company. By way of example, these rights include, without limitation: the management and operation of all Company facilities of any kind; the planning, direction and control of all Company operations; the control and direction of the work force, including but not limited to determining the work to be performed, size of the workforce, task assignments and services to be performed by Company employees; the establishment and modification of production and work schedules, shift assignments, hours of shifts and standards of employee performance; the establishment and/or modification of methods, materials, equipment, facilities, accounting methods, processes, and means of providing services; the materials to be purchased; the right to hire, promote, demote and transfer employees; the right to lay off employees or relieve them from duty for lack of work or for other legitimate reasons; the right to discharge, suspend or otherwise discipline employees for just cause; the utilization of suppliers, vendors and subcontractors not in conflict with the terms of this Agreement; and the maintenance of efficiency of employees. The above recitation of rights is not intended to limit or restrict the Company in exercising any of the usual functions of management or to define such functions. All matters that are not specifically limited by the express terms of this Agreement are solely functions and responsibilities of management; provided that the management rights expressed in this Article shall not be deemed to limit any right of the Union contained in this Agreement.

## **ARTICLE 6. Drug-Free Workplace**

The Parties are jointly committed to providing employees with a drug-free and alcohol-free workplace, in order to advance employee health and safety, promote a productive workplace, and protect the reputation of the Company, the Union and the employees.

Consistent with these goals, the Company has promulgated a comprehensive drug and alcohol policy, which has been published in its employee handbook and is incorporated by reference into this Agreement. Employees shall comply with the Company's drug and alcohol policy.

## **ARTICLE 7. Union Security**

Effective January 9, 2015, as a condition of employment, all present bargaining unit employees shall become members of the Union or pay an agency fee to the Union equal to the amount of monthly dues (but not both) within thirty (30) days of execution of this Agreement and all new employees shall become and remain members of the Union or pay an agency fee not later than thirty (30) calendar days of their date of hire or transfer into a bargaining unit job covered by this Agreement.

## **ARTICLE 8. Dues Check-off**

Upon receipt of a valid, signed authorization form from the employee involved, the Company agrees to deduct from the employee's pay in accordance with its customary payroll practices the monthly dues, initiation fees and reinstatement fees payable by him or her to the Union during the period provided for in said authorization. The amount of such fees and dues will be provided to the Company in writing and signed by an officer of the Union.

The parties agree that check-off authorizations shall be on the form attached as Exhibit B by this Agreement.

The deductions listed above will be made from the employee's bi-weekly pay and paid to the Union monthly, provided:

- (a) That the Union has delivered to the Company by the 15th day of the prior month the written and signed authorization described above.
- (b) The employee is on the Company's payroll and a member of the bargaining unit as of the first day of the month.
- (c) The Union has provided the Company in writing not later than the 15th day of the prior month a list of employees showing the dollar amount to be deducted from each such employee's wage.

### **Remittance and Statement to the Union**

The Employer shall, on or before the 10th day of the following month, furnish to the Union an electronic statement for the preceding month covering the following:

Date and total amount of fees deducted; Name and employee number of employees from whose wage, deductions have been made; Name and employee number of employees from whose wage, no deductions were made. The Employer shall, at the same time, remit to the Union Secretary-Treasurer its check for the amounts so deducted. Payments may be made electronically.

The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by

the Company to comply with this Article, as well as the Company's reasonable costs of defense of any or all such claims, demands, suits or other forms of liability.

## **ARTICLE 9. Representation/Stewards**

**Section 1.** The Union shall notify the Company in writing of the employees it designates as Stewards. The Union will assign not more than one (1) Chief Steward and one (1) Alternate Steward, who shall be bargaining unit employees who have completed their probationary period with the Company. The Alternate Steward shall only act as the Steward in the absence of the Chief Steward. The Union shall promptly notify the Company in writing of any changes in the designation of Stewards. If there is a substantial increase in the number of bargaining unit personnel, the parties agree to meet and discuss additional stewards.

**Section 2.** The parties acknowledge and agree that Stewards have full-time job duties to perform as employees. Accordingly, they shall keep to a minimum the time they spend handling grievances and if required by the contracting agency or a prime contractor shall record such time appropriately.

**Section 3.** Should a Steward be required to leave his job duties to handle a grievance, he shall first request the permission of the Site Manager or his designee and shall report to the Site Manager or his designee upon returning to work. When the Steward complies with this requirement, permission to leave the job to handle a grievance shall not be unreasonably withheld, although the Site Manager or his designee may defer the request to leave the job until some other mutually agreeable time where the Steward's absence would not interfere with mission requirements or the assigned job duties of the Steward or the employee involved. The Steward's authorized time away from work for such purpose shall be without loss of pay or benefits.

**Section 4.** The Company will provide an appropriate space (such as in one of the break rooms) for the Steward's use in briefing newly hired employees on the Collective Bargaining Agreement. Such briefings may occur only prior to the start of the work day or after completion of the work day, and not to interfere with the workday.

**Section 5.** Subject to existing security regulations, the Business Representative or other authorized Representatives of the Union shall have access to the Company's work areas at mutually agreeable times during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, he/she shall provide as much advance notice as possible by telephone call to the Site Manager (or his designee) (normally at least twenty-four (24) hour notice) and in any case enough in advance for the Business Representative to obtain facility access. The union representative will then report to the Site Manager or other authorized Company Representative. Such rights shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations.

## **ARTICLE 10. No Strikes, No Lockouts**

**Section 1.** It is expressly understood and agreed that the Company's business is directly related to the important and vital work of the United States Government and that the Company must furnish efficient and uninterrupted service to the Government. Accordingly, the parties agree as follows:

**Section 2.** During the term of this Agreement, there shall be no work slowdown, work stoppage, sit down, stay in, refusal to work, walkout, picketing, strike, sympathy strike, withholding of services in recognition or support of issues involving employees or individuals outside the bargaining unit encompassed by this Agreement, or other interference with the Company's operations at the location(s) where bargaining unit employees are employed or at any other location. The Union and the employees further agree not to engage in any secondary activity or boycott at the location of any Company customer, supplier, subcontractor or client. Any employee engaging in activity prohibited by this Article shall be subject to appropriate disciplinary action in the Company's discretion, up to and including immediate discharge. Should the evidence show that the employee(s) participated in conduct prohibited under this Article, the arbitrator shall have no authority to mitigate or otherwise alter the disciplinary action.

**Section 3.** During the term of this Agreement, there shall be no lockout of employees over a labor dispute.

**Section 4.** Nothing in this Agreement shall limit the Company's or the Union's right to seek legal and/or equitable relief in the event of a violation of the no-strike, no-lockout provisions of this Article, including but not limited to injunctive relief prohibiting any such violation.

## **ARTICLE 11. Work by Non-Bargaining Unit Personnel**

**Section 1.** Non-bargaining unit personnel may temporarily perform bargaining unit work provided that such work does not result in the layoff or reduction of scheduled hours of employees in the affected classifications. Such temporary work may only be performed in the following situations:

- \* For instruction and training of employees;
- \* Under emergency conditions, such as weather-related emergencies or other situations requiring immediate action;
- \* On any shift when an employee fails to report to work and other qualified employees are not immediately available in the same shop and classification as the absent employee(s), until such time as a qualified replacement reports;
- \* In order to prevent injury to employees or damage to property;
- \* Where bargaining unit employees lack the ability or skill to perform the work required;
- \* When supervising two (2) or fewer employees on any shift.
- \* MILES install and de-install.
- \* Mission support that is directed by the Customer. Mission support that is directed by the Prime Contractor (e.g. Supplemental Within Scope (SWISs), Over and Above Work Requests (OAWRs) or Special Projects). In the event that the mission support involves bargaining unit work to be performed during overtime, the overtime will be offered to employees covered by this Agreement prior to offering the work to non-bargaining unit personnel.

## **ARTICLE 12. Probationary Period/Seniority**

**Section 1.** New employees and those hired after a break in continuous service, regardless of classification, shall be considered on probation status until they have completed ninety (90) days from their date of hire. During the probation period, the Company may lay off or discharge such employees and such action shall not be reviewable through the grievance procedure. Completion of the probation period shall not provide or imply that the employee may not thereafter be laid off, or disciplined or discharged for just cause.

**Section 2. Acquisition of Seniority:** Upon completion of the probationary period, bargaining unit employees will accrue Company seniority from their date of employment; PROVIDED that seniority employees in the bargaining unit on or before January 9, 2015 will continue to accrue

seniority from their date of first employment on the present government contract including continuous time worked on the contract with predecessor contractors or subcontractors at Fort Irwin.

**Entry into another Section:** On or after November 1, 2018, an employee's entry date into another Section (LF and Power Gen Shop) to voluntarily fill a vacancy determines his/her respective seniority date in the section. An employee will accumulate seniority in a section from the date he/she fills the vacancy and will continue to accrue seniority as long as he/she is employed in the bargaining unit. Provided, that nothing in this section shall restrict the Company's right to retain employees as provided in Section 8.

**Transfers:** Current Company employees transferring into the bargaining unit will establish their seniority date upon the date of transfer into the bargaining unit.

**Section 3.** Where two or more employees have the same seniority date, the tie will be broken by lower employee number.

**Section 4.** The Company will make all efforts possible to promote/transfer current employees first, as outlined below. When the Company needs to fill job vacancies or new permanent jobs in the bargaining unit, any employee may apply for the vacancy, provided he/she has not successfully obtained another job within the preceding six (6) months. Vacancies shall be posted internally for five (5) working days (not counting weekends or holidays) and the employees may bid on vacancies using the Company's website. After the five (5) working days the internal posting period closes, the position will remain open to internal candidates, with no seniority preference, along with external applicants. Qualifications and the evaluation of the candidates meeting such qualifications are determined solely by the Company. When selecting between two or more qualified internal candidates, seniority will be the determining factor for selection. Unsuccessful applicants will be duly notified in writing.

**Section 5.** The Company will post a seniority list at least once every twelve (12) months, (once a year), and will provide the Union a copy upon their request.

**Section 6.** The Company will post all bargaining unit job openings on Union bulletin boards, for a minimum of five (5) working days. The Company shall furnish a copy of the job posting at the time of posting to the Chief Steward.

**Section 7. Layoff:** The parties acknowledge that the Company has an obligation to the Government to maintain a productive and qualified workforce at all times even during periods of reduction in force. Should layoffs be necessary, the senior, qualified employee in each shop by job classification (as seniority is defined in this Article) will be laid off last and recall will be in reverse order of layoff; PROVIDED that the Company may deviate from this layoff and recall procedure as it deems necessary to meet the Army's or the Prime Contractor's operational requirements for the C-2 facility. For layoffs the Company will notify affected employees in writing at least seven (7) days in advance of the layoff or as soon as possible where the Company learns of the need for the layoff less than seven (7) days in advance.

**Section 8.** An employee loses seniority when he/she:

- a. Is discharged for cause and is not reinstated.
- b. Voluntarily resigns from the Company.
- c. Is laid off for a period greater than eighteen (18) months.
- d. Fails to report within five (5) workdays after receipt of a written recall notice from lay-off. If the employee being recalled is currently employed by another employer the employee will be allowed to give a courtesy two weeks notice to the other employer before being required to return to work. Also, if the employee fails to notify the company of a change of address or telephone number while on layoff.
- e. Is absent three (3) consecutive work days without reporting or contacting the Company with a reason sufficient to justify the absence.
- f. Fails to report upon expiration of an approved leave of absence.

**Section 9.** The Company will determine the need and the number of employees to be trained and will arrange such direct training as appropriate. When training is not going to be offered to all of the employees, the training will be offered by seniority in the applicable classification(s) and section (LF and Power Gen).

## **ARTICLE 13. Entire Agreement**

This Agreement contains the full and complete agreement between the parties on all subjects upon which the parties did or could have bargained, including wages, fringe benefits, hours of labor, and all other terms and conditions of employment. The parties will continue to work together during the term of this Agreement and will foster an environment where items of concern will be discussed, and when the need arises the parties may negotiate or bargain upon such issues. By written request the parties may meet to bargain over specific articles or issues herein. All of the other articles and sections of the Agreement shall continue in full force.

Any other additions, deletions, changes, or amendments whatsoever affecting the terms of this agreement shall only be discussed by mutual agreement of both parties in writing and shall otherwise not be subject to negotiations.

## **ARTICLE 14. Government Security Responsibility**

**Section 1.** The parties hereto jointly recognize that the Company is a contractor to the U.S. Department of the Army, Fort Irwin, and must comply with the security requirements and directives of its Contracting Officer. Should the Contracting Officer and/or any other authorized representative of the U.S. Government direct that any employee(s) be removed from any or all work on the contract, the Company shall provide such documents to the Union; and the Company's compliance with these directives shall not be subject to the

grievance procedure. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the government to have the information.

**Section 2.** It is further understood that a security clearance is required in order to perform such work in the job classifications covered by this Bargaining Unit and that such clearance requirements shall be a condition of continued employment with the Company. These employees shall be subject to the investigation for security clearance under regulations prescribed by the Department of Defense and any denial or withdrawal of such clearance shall be grounds for termination of employment that are not subject to the grievance procedure.

**Section 3.** The Company will reinstate (with seniority intact) a seniority employee who loses his/her unescorted entry authorization, where such unescorted entry authorization is reinstated by the U.S. Government, while the employee is eligible for recall under Article 12 of this Agreement. Such employee shall be solely responsible for initiating and fulfilling all actions associated with the appeal process per guidance and direction provided by the Government. Any employee whose seniority is reinstated under this provision will be reinstated in his previously held job classification provided a vacancy exists. If a vacancy does not exist in the employee's previously held classification, he may in the Company's discretion be reinstated into any lower classification where a vacancy exists and the employee is qualified to perform the required job duties without training.

**Section 4.** The parties recognize that from time to time the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands and/or obligations or comply with such rules and regulations as may be promulgated or imposed by the Government. The Company shall notify the Union, when the Company's compliance with such demands and/or obligations directly affects the contractual rights of bargaining unit employees under this Agreement.

## **ARTICLE 15. Discharge and Disciplinary Action**

**Section 1.** The Company shall have the right to discipline and discharge employees for just cause. Should an employee feel that such action has been taken in violation of his/her rights under this Agreement, the employee shall be entitled to utilize the grievance procedure set forth in Article 18, provided he/she has completed the trial period as set forth in Article 12.

**Section 2.** In investigating allegations of employee misconduct and/or violations of the rules or this Agreement, the Company shall have the right to collect and consider all relevant evidence, consistent with law. An employee who is interviewed in connection with any such investigation or related disciplinary action is entitled to Union representation consistent with applicable law.

**Section 3.** Disciplinary action shall be issued within fifteen (15) working days following knowledge by the Company of the occurrence of the alleged violations. This time limit may be extended by mutual agreement of the parties, which agreement shall not be unreasonably withheld.

**Section 4.** Company rules and regulations that pertain to bargaining unit employees shall be furnished to all employees. Newly-hired employees shall be furnished with a copy of applicable Company rules and regulations during their initial orientation period. Employees shall be governed by and comply with all Company rules and regulations except where specifically limited or modified by the express terms of this Agreement.

**Section 5.** The Company agrees to notify the Union, in writing, of new or modified disciplinary rules prior to implementation and to discuss such changes upon the Union's request.

**Section 6.** When an employee is to be given corrective discipline, the principles of progressive discipline will be applied, unless the offense is so egregious that it may, as determined by the Company in good faith, require an advance in step or steps (with "just cause"). Warning notices (oral or written) or suspensions issued for attendance violations will not be used for purposes of progressive discipline after six (6) months.

## **ARTICLE 16. Absence From Work**

**Section 1.** Employees shall not leave work prior to the completion of their scheduled hours without prior permission from the Site Manager (or Team Lead if so designated by the Site Manager.)

**Section 2.** Employees shall not be absent from work without prior permission from the Site Manager, except in cases of illness, injury or reasons beyond the control of the employee.

**Section 3.** It is the duty of every employee who, for any reason, will be absent from work on a scheduled workday, or who expects to report for work late, to notify the Site Manager or his designee of the reasons therefore, in accordance with the procedures outlined by the Company. Such notice shall be given at least one (1) hour before the start of the employee's shift, except in extenuating circumstances.

## **ARTICLE 17. Temporary Duty Assignments**

The Company will assign temporary duty assignments to qualified volunteers in the applicable classifications and sections. In the event that there are more volunteers than needed, the most senior volunteer will receive the assignment on a rotational basis. Once a TDY assignment has been offered to the most senior volunteer, that person moves to the bottom of the list of volunteers for TDY candidates. Employees sent to off-site locations beyond fifty (50) miles from the base and required to stay overnight shall receive per diem for lodging and meals. If the

Company designates travel by commercial flight, all arrangements, including hotel and car rental, will be made in accordance with Company directive and paid for by the Company. Arrangements made for local car rentals and authorized by the Company will be reimbursed upon the presentation of proper receipts. The cost of shipping tools and equipment required for off-site work will be paid for by the Company. All Travel shall be in accordance with Company Policy and the Joint Travel Regulation (JTR). Employees authorized by management to utilize their own vehicle for Company business, shall receive the standard mileage reimbursement per the JTR.

## **ARTICLE 18. Adjustment of Grievances**

A grievance is defined as, a dispute or complaint concerning the meaning, application or interpretation of the express terms of this Agreement; or discipline or discharge of an employee. All grievances shall be submitted by the employee, or the Union in accordance with the grievance procedure set forth herein. The Grievance procedure shall serve as the exclusive means to resolve any such disputes or complaints.

**Step One:** An employee who has a grievance shall first present the matter verbally to the Site Manager or his designee within seven (7) working days following the event(s) giving rise to the grievance, or knowledge of the event(s) giving rise to the grievance. The employee may at his/her election have a Steward present during the meeting. The Site Manager or his designee shall answer within five (5) working days.

**Step Two:** If the matter is not resolved with the Site Manager or his designee, the grievance shall be reduced to writing and submitted to the Site Manager or his designee on a form signed by the Grievant and the Steward. The written grievance must be submitted to the Site Manager or his designee within five (5) working days following the Site Manager's or his designee response to step one. The grievance form shall contain the following information:

1. Name(s) of the employee(s) involved;
2. Date of alleged violation of this Agreement;
3. Date of first discussion of grievance with the Site Manager;
4. Article(s) or section(s) of the Agreement allegedly violated.
5. Description of nature of grievance; and
6. Date of presentation of written grievance

The Company's Vice President of Human Resources or her designee may elect to hold a Step Two meeting or conference call to discuss the grievance, to include the Grievant and the Steward if the grievant so requests. Unless otherwise mutually agreed, the meeting/conference call shall

be held within ten (10) working days following the submission of the written grievance. If the grievance is settled, the resolution shall be reduced to writing and signed by both parties.

**Step Three:** If the grievance is not resolved in Step Two, the Union may appeal the grievance to Step Three by making a written request to the Company's Program Manager within ten (10) working days following notice of the Company's decision at Step Two. The Company's Program Manager or his designee shall discuss the grievance with the Union in a meeting or conference call to be held within ten (10) working days following receipt of the Union's written appeal to Step Three. If the grievance is resolved, the resolution shall be reduced to writing and signed by both parties.

**Step Four:** If the grievance is not resolved in Step Three either the Union or the Company may elect to submit the grievance to arbitration by submitting a written request for arbitration panel to the Federal Mediation and Conciliation Service ("FMCS") within ten (10) working days following notice of the Company's decision at Step Three, requesting that FMCS furnish a panel of seven (7) arbitrators. All requests for FMCS arbitrator panels shall stipulate that all arbitrators on the panel must be members of the National Academy of Arbitrators.

The parties understand and agree that the time limits set forth in this Article are essential to the prompt resolution of the grievances. Accordingly, except where the parties mutually agree in writing to extend such time limits, if the Grievant and/or the Union do not act within the time limits provided, the grievance shall be deemed to be withdrawn and forever settled and waived. If the Company fails to respond within the time limits provided, the grievance shall be automatically advanced to the next step of the grievance procedure, except for the request for arbitration panel to FMCS, in which case the failure to timely file the request with FMCS shall cause the grievance to be deemed withdrawn and forever settled and waived. The parties' cooperation in processing the grievance, including possible issuance of a joint request to FMCS, shall not constitute a waiver by either party of any argument regarding the timeliness or arbitrability of a grievance, or jurisdiction of the arbitrator.

Upon receipt of the FMCS panel, the parties shall select an arbitrator by alternately striking the names from the list until only one remains. The last remaining member shall serve as the arbitrator. The party striking first shall alternate from panel to panel. Either party may reject one (1) panel. Upon such rejection, an additional panel shall be requested in writing from FMCS by the party rejecting such panel with a copy of such request to the other party. By mutual agreement, the parties may use alternate methods of arbitrator selection.

The arbitrator's authority shall be limited to disposition of the grievance arising under the Agreement, and he/she may only interpret and apply the Agreement's provisions to the facts of the particular grievance. The arbitrator shall have no power or authority to change, modify, alter, amend, detract from or add to the terms of this Agreement.

In any case involving a challenge to the timeliness of the grievance at any step described above, the arbitrator's authority shall initially be limited to a determination whether the grievance was timely filed or advanced (as the case may be) through the procedure described herein. Should the arbitrator conclude that a grievance was untimely at any step, the arbitrator shall have no

jurisdiction to decide the merits of the grievance and he or she shall be required to deny it as untimely.

The arbitrator shall issue his/her award within 60 days after the completion of the arbitration hearing, unless the parties mutually agree otherwise. The arbitrator's award shall be in writing; it shall be final and binding upon the Company, the Union, and the employee.

The fees and costs of the arbitrator, as well as expenses for court reporters, hearing transcripts, and conference rooms, shall be borne equally between the parties. Each party shall otherwise pay its own cost and expenses.

Grievance settlements shall not constitute a precedent unless the parties mutually agree otherwise.

Any monetary award shall be limited to the actual loss incurred by the grievant, less any other compensation, including wages, commissions, workers' compensation and/or unemployment compensation benefits as the grievant may have received or which may be due to the grievant for all or any part of the designated award period.

## **ARTICLE 19. Effect of Law**

Should any provision of this Agreement become unlawful or invalid due to conflict with applicable federal or state law, the parties shall promptly meet to discuss possible modifications to the affected provision(s) to comply with applicable law. In all other respects the provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

## **ARTICLE 20. Wages and Hours**

**Wages.** The Company shall pay employees the wages for their classification as set forth in Appendix A to this Agreement.

### **Hours of Work and Overtime:**

**Workweek:** The normal workweek will begin at 12:01 a.m. Saturday and end at 12:00 midnight the following Friday.

**Workday:** An employee's workday shall begin each calendar day at 12:01 a.m. and the workday shall end twenty-four (24) consecutive hours later, at 12:00 midnight.

**Work Shift:** Ten (10) consecutive hours, exclusive of a meal period of a minimum of thirty (30) minutes, shall constitute a normal work shift.

**Work Schedule and Conditions:** The Parties agree to continue to work together to offer the 4x10 work schedule. The Parties further agree that if any of the following conditions are experienced during any rotation, the Company will revert back to an eight (8) hour work day, five (5) days per week.

#### Conditions:

- Failure to meet operational and government contractual requirements and compliance for Live Fire and Power Gen.
- Above average overtime per rotation cycle, RSOI through Regeneration. Average overtime is based on the past two (2) calendar years.
- The need to reclassify personnel from their current classification to a new classification (based on Job Classifications as of the effective date of this Agreement) to meet rotational needs.
- The need to hire new additional personnel to meet rotational needs.

**Work Schedule:** The normal work schedule shall consist of four (4) working days with three (3) days off in a workweek, with at least two (2) of the days off being consecutive during that workweek, whenever possible. The parties recognize that there will be weeks, such as RSOI, where scheduling will be impacted by the rotational requirements.

In the event that the Company returns back to a five (5) day, eight (8) hour work shift, the Company will attempt to schedule employees to have two (2) consecutive days off when possible when the Army operational and training schedule will allow. The Company will return the employees to the 4x10 work schedule as soon as the condition triggering the change of work schedule is remedied.

### **Overtime:**

At one and one-half (1-1/2) times the employee's regular rate for hours worked:

- In excess of forty (40) hours in a workweek,
- In excess of ten (10) hours in a day on a 4x10 work schedule,
- In excess of eight (8) hours in a day on a 5x8 work schedule,

- For the first eight (8) hours worked on the fifth (5th) and sixth (6th) consecutive day worked in a workweek on a 4x10 work schedule

At double (2) times the employee's regular rate of pay for hours worked:

- In excess of twelve (12) hours in a day,
- In excess of eight (8) hours on the fifth (5th) and sixth (6th) consecutive day worked in a workweek on a 4x10 work schedule,
- For all hours on the seventh (7<sup>th</sup>) consecutive day in a workweek on a 4x10 and a 5x8 schedule

Work schedules will be posted three (3) weeks prior to the effective date of the work schedule, with the understanding that the work schedules are subject to change.

**Shift Premiums:** If the Company requires an employee to start work between 1200 and 1559 the next day, it will pay the employee an additional \$.75 per hour shift differential for all hours worked. If the Company requires an employee to start work between 1600 and 0359 the next day, it will pay the employee an additional \$1.00 per hour shift differential for all hours worked.

The parties acknowledge that hours of work and reporting times may vary in order to support mission requirements.

Non-work hours for which the employee receives pay, such as vacation days, holidays, sick days, jury duty or paid military leave will not apply toward the calculation or payment of overtime.

There shall be no pyramiding of overtime provisions or payments.

When the Company changes an employee's start time by more than one (1) hour, the change shall be posted in writing and the affected employee(s) shall be notified at least twenty-four (24) hours in advance. If proper written notice as described above is not provided, the employee shall receive an additional \$2.50 per hour for all time worked outside the employee's previously established shift. However, if it becomes necessary to immediately change an employee to a new start time due to operating conditions that hinder contract compliance, or to cover for an employee out due to illness or injury, he shall be given as much notice as practicable, and in such cases the additional compensation of \$2.50 per hour shall not apply.

All hours worked will be counted as time worked toward the computation of overtime pay.

Nothing in this Agreement shall be construed as a guarantee of any specific number of hours of work per day or per week.

**Assignment of Overtime:** The Company will assign daily overtime on a voluntary basis, except where the Company determines that operational commitments make it impractical to do so or there are not enough volunteers. When there are more volunteers than needed the Company will offer the overtime by seniority; provided that no employee shall be bumped off his regular daily assignment by a more senior employee because overtime is involved. Nor

shall employees have any right to move from one assignment or shop to another for overtime purposes. Work in progress resulting in overtime will not be reassigned. The Company has the right to require employees to perform mandatory overtime work as it deems necessary.

**Rest Periods:** The Company will permit all employees to take a fifteen (15) minute paid rest period the first half of their shift and a fifteen (15) minute paid rest period during the second half of their shift. An employee who is required to work overtime will be allowed a fifteen (15) minute break for every two (2) hours of overtime worked in a day. This break will occur at the beginning of the overtime period if at least two (2) hours of overtime is anticipated.

**Meal Periods:** Employees will be provided with a thirty (30) minute meal period available before the end of the fifth (5<sup>th</sup>) hour of work, unless the employees are working six (6) or fewer hours and elect in writing to waive the first (1<sup>st</sup>) meal period. If the employer requests the employee to work through such lunch period, the employee shall be paid for the time worked in accordance with applicable law. Unless specifically directed to do so by the Company, employees shall not perform any work during their meal periods. Employees will promptly notify the Company on any day they perform any work during their meal period, and in any case not later than the end of their shift. Employees shall comply with the Company's published California Meal and Rest Break Policy.

**Reporting Pay:** An employee who is scheduled and reports for work at the regularly scheduled time and is then sent home through no fault of their own due to lack of available work or site shutdown, shall be paid a minimum of half the employee's normal shift at the employee's straight-time hourly rate.

An employee who is called and reports back to work after he/she has completed his/her regularly assigned shift, clocked out for the day, and left the work site shall receive a minimum of half the employee's normal shift at the applicable pay rate.

## **ARTICLE 21. Fringe Benefits**

The Company will offer a benefit package, which presently includes:

- Medical
- Vision Insurance
- Dental Insurance
- \$50,000 in Accidental Death and Dismemberment Insurance
- \$50,000 Group Life Insurance
- Optional Extra Contributory Group Life Insurance
- Optional Contributory Short-Term Disability Insurance
- Optional Contributory Long-Term Disability Insurance
- Flexible Spending Accounts

- Employee Assistance Program
- 401K Participation, including discretionary Company match of a portion of the Employee's annual contribution

The foregoing benefits shall be administered and provided subject to and in accordance with the applicable plan documents, applicable provisions of the Company's employee handbook, and/or the applicable Summary Plan Descriptions. As these plans are provided by outside vendors and/or are Companywide plans, the Company may find it necessary or desirable to amend, revise, or replace some or all of the plans during the life of this Agreement. The Company may elect to amend the standard Companywide plans each year and such amendments will apply to the employees covered by this Agreement.

For CY 2019 employees electing to take dependent medical coverage in the POS 1 plan shall contribute \$80.00 (pre-tax) per bi-weekly pay period. The benefit levels for the medical (POS 1, POS 2, POS 3), dental, vision, employee assistance, and 401k plan offered herein are described in the respective plan documents.

Employee medical premiums for 2020 are:

Medical Premium Per Paycheck			
	POS 1	POS 2	POS 3
EE	\$54.76	\$62.98	\$67.38
EC	\$120.53	\$138.61	\$148.31
ES	\$142.55	\$163.93	\$175.40
EF	\$219.12	\$251.98	\$269.62

The employee cost for substantially similar medical plans will not increase by more than 6% from year to year. If the Company desires to change to a medical plan that does not provide substantially similar coverage, the parties will meet and mutually agree on a cost sharing structure for such plans, prior to implementation.

Should the value of the Company-provided benefits for an individual's benefits elections result less than the amount indicated below (for all hours paid up to 40 per week), the residual amount will be paid to the employee no less than quarterly.

Current	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
\$5.75	\$6.00	\$6.15	\$6.30	\$6.45	\$6.60

Employees may opt-out of all benefits and receive cash-in-lieu of benefits. Employees may waive medical coverage with evidence of other qualified plan with minimal essential coverage as defined by the Affordable Care Act. Such employees will remain eligible to participate in all other Company offered and provided benefit programs. This calculation shall continue to include the elements allowed under the Service Contract Act.

Employees who elect to waive medical coverage, but otherwise participate in the Company's fringe benefit program may enroll in dental and/or vision coverage on the same terms as employees who take medical coverage. Bargaining unit employees may also elect to participate in the Company's medical plans. Details and contribution rates will be published in the Company's annual open enrollment memos.

**401K:** All employees covered under this agreement shall be eligible to participate in the company sponsored 401k Savings Plan. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by IRS regulations.

## **ARTICLE 22. Bereavement Leave and Jury Duty**

### **Section 1. Bereavement Leave**

Employees will be granted a paid absence from work for up to three (3) days to attend the funeral of immediate family members. When the funeral is over 400 miles from the employee's residence the employee will be granted a paid leave of up to four (4) days.

Immediate family is defined as the spouse, domestic partner, parent, spouse's parent, step-parents, legal guardian, children (including foster/adopted), step-children, brother, sister, brother/sister-in-law, step-sibling, grandchild, grandparent, and spouse's grandparent. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the attending physician.

Employees may also request to use accrued vacation time for which they are eligible for extended travel for bereavement.

### **Section 2. Jury Duty**

Employees absent due to jury service will be paid at their regular straight time rate of pay. At all times, the employee must provide ALL documentation of the jury service, including a copy of the check from the court.

This pay shall not exceed ten (10) days in any twelve (12) month period. In no event shall jury pay for time lost be made for jury duty performed on the employee's regularly scheduled day off, holidays as defined herein or for hours in excess of eight (8) hours per regular work day or hours in excess of forty (40) per week.

## **ARTICLE 23. Holidays**

**Section 1.** The Company provides the following 10 (ten) paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**Section 2.** The Company has the right to require employees to work on holidays. An employee who is not required to work on a designated holiday will be paid eight (8) hours of holiday pay at his regular straight-time rate, provided he is on the active payroll and is being paid for the work week in which the holiday falls. Alternatively, the employee may elect to bank their holiday pay to be utilized the same as Section 4 below.

**Section 3.** Any additional holiday designated by Federal Government mandate or Presidential Executive Order that is observed at Fort Irwin will be observed in addition to the above, provided the Company is reimbursed by the Government for the holiday.

**Section 4.** An employee required to work on any of the above holidays shall bank the holiday that was worked. Banked holidays shall be taken during one of the two (2) holiday leave periods scheduled by the Company or at another date mutually agreed to by the employee and the Site Manager.

**Section 5. Work Performed During Leave Periods:** In the event that the Company will require employees to work during any of the two (2) holiday leave periods, the affected employees shall be notified in writing. Such notice will normally be provided at least six (6) weeks in advance, but no less than two (2) weeks prior to the applicable holiday leave period. Additionally, the employee's banked holidays shall be taken at another date mutually agreed to by the employee and the Site Manager or his designee and must be used by 12/31 of each year.

## **ARTICLE 24. Vacations**

**Section 1.** Employees begin accruing vacation on their hire date and will accrue vacation for each pay period in which they're in a paid status. Accrual rates are based on length of service as outlined below:

Accrue 3.08 hours biweekly (80 hours per year) for 0-4 years service

Accrue 4.62 hours biweekly (120 hours per year) for 4-14 years service

Accrue 6.16 hours biweekly (160 hours per year) for 14+ years service

**Continuous Service Date:** An employee's Continuous Service Date for vacation purposes is the length of his/her continuous service on the government contract at Ft. Irwin, including time spent

with predecessor companies in the performance of similar work on the government contract at Ft. Irwin.

**Section 2.** When a contractual holiday falls within the employee's vacation period, such holiday hours shall not be charged as vacation hours.

**Section 3.** Employees who terminate employment will be paid for all accrued but unused vacation time.

**Section 4.** Vacation time may be used in increments of one (1) hour.

**Section 5.** Employees desiring vacation outside of max leave periods must submit their request in their electronic timecard not less than fourteen (14) days in advance of the vacation start date. The Company will respond to the request in the electronic timecard within three (3) business days granting or denying the request.

## **ARTICLE 25. Sick Leave**

**Section 1.** Sick Leave will be accrued to the individual employee's account at the rate of one (1) hour of paid sick leave for every thirty (30) hours of work, up to a maximum of 56 hours of paid sick leave per year. Sick Leave accrual records are available in the employee's electronic timecard. Under the Company's policy employees may bank up to a total of three hundred twenty (320) hours. Accrued sick leave will not be paid upon termination.

**Section 2.** Sick Leave may be taken in increments of at least thirty (30) minutes.

## **ARTICLE 26. Family and Medical Leave**

The Company will comply with federal and state laws governing family and medical leave. Except in bona fide emergencies or as otherwise provided by applicable law, the employee must complete and submit applicable leave forms prior to the start of the requested leave.

For details see PULAU Employee Handbook.

## **ARTICLE 27. Military Leave**

The Company will comply with applicable federal and state laws governing military leave.

For current employees who are members of the National Guard or Armed Forces Reserve and who perform active military duty or active duty for training, the Company will reimburse such employees for the difference between their military base pay and their regular, straight-time hourly rate for a 40-hour week for up to two weeks per calendar year.

## **ARTICLE 28. Union Leave**

Leave of absence without pay for union business will be granted to Bargaining Unit employees of the Company who are elected or appointed by the Union to attend functions such as Union conferences, conventions, or Union educational courses, provided the Union gives at least fourteen (14) days advance notice in writing to the Company, provided the absence will not materially adversely impact operational requirements. However, not more than one (1) employee from each section (LF and Power Gen) may be on such leave of absence at any given time. Leaves of absence under this Article shall not exceed twenty (20) days per year. Employees on such leave shall continue to accrue seniority.

## **ARTICLE 29. Union Bulletin Boards**

The Company will provide a Union bulletin board (or part of a bulletin board) for the Union to post official notices of the Union. Official Union notices are defined as:

- Meeting notices
- Official Union election results
- Notices of Union appointments
- Union social events
- Job Postings

All notices shall be reviewed and approved by a Business Representative prior to posting. All notices not listed above must be submitted to the Site Manager in advance for approval prior to posting.

## **ARTICLE 30. General**

**Section 1.** The Company reserves the right in its sole discretion to appoint lead employees on the basis of performance and demonstrated ability to perform the job to the satisfaction of the Company. Lead employees shall be granted an additional two dollar (\$2.00) per hour for all hours worked in the lead capacity.

**Section 2.** Employees covered by this Agreement shall be governed by all Company rules, regulations and policies which are not in conflict with the terms and conditions of this Agreement.

**Section 3.** The waiver of any breach of any of the provisions or terms of this agreement by either party does not constitute a precedent for future waiver or enforcement of such breach.

**Section 4.** It is understood and agreed that this Agreement shall supersede any and all agreements, existing or previously executed between the Company and any individual covered by this Agreement.

**Section 5.** In the event that a successor contractor is announced by the customer, the Company shall notify the Union of such change and include contact information for the successor if known.

**Section 6.** Notwithstanding any other provision of this Agreement, this Agreement shall immediately terminate and the Company shall have no further obligations thereunder if the Company loses the subcontract or if the government or prime contractor terminates the Company's subcontract.

**Section 7. Safety.**

The Company and the employees mutually agree to comply with applicable federal and/or state laws and regulations dealing with workplace safety and health. Employees shall comply with applicable site and Company safety regulations, job hazard analyses, and other applicable safety regulations.

Except as the Company deems necessary to meet operational commitments that hinder government contract compliance, the Company will not require employees to start a shift less than ten (10) hours after the end of their previous shift.

**Section 8. Equipment.**

**Boots:** The Company will pay each employee a protective footwear allowance of up to \$150.00 once per year. In order to receive the allowance, employees shall provide the Company an original receipt and evidence that their protective footwear meets applicable ANSI standards and this footwear must be required for job performance and must be worn by the employee at work.

**Tools:** The employee will be furnished tools and equipment necessary to do their job. Employees shall immediately notify their supervisor when an issued tool or equipment is missing, damaged or not functioning properly.

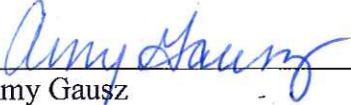
## **ARTICLE 31. Duration and Termination**

This Agreement shall be effective **May 13, 2019** and (subject to Art. 30, Section 6) shall continue in full force and effect until 11:59 PM on **February 28, 2024**, and thereafter shall be automatically renewed from year to year, unless the party desiring termination or modification of the agreement serves written notice, by certified mail, upon the other party at least sixty (60) days prior to the expiration date of the Agreement.

**Collective Bargaining Agreement Reaffirmance:** The Company and the Union agree and commit, that prior to the third anniversary of this Agreement the Parties will mutually sign and execute a written Memorandum of Understanding, as an amendment to this Agreement, which expressly reaffirms the terms and conditions of this Agreement, which expires February 28, 2024.

In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives on the dates set forth below.

For:  
PULAU Corporation

  
Amy Gausz  
Vice President, Human Resources

For:  
International Association of Machinists and  
Aerospace Workers District Lodge 725,  
Local Lodge 25

  
Richard Dees  
Area Director, Business Rep.

## APPENDIX A: Wage Schedule

Classification	Current	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Heavy Equipment Mechanic	\$29.33	30.36	31.72	33.15	34.48	35.86
Heavy Equipment Operator	\$32.65	33.79	35.31	36.90	38.38	39.91
Motor Vehicle Mechanic	\$27.42	28.38	29.66	30.99	32.23	33.52
General Maint. Worker	\$24.58	25.44	26.59	27.78	28.89	30.05
Electrician	\$34.68	35.89	37.51	39.20	40.76	42.40
Elect. Tech. Maint. I	\$29.66	31.62	33.04	34.53	35.91	37.35
Elect. Tech. Maint. II	\$31.93	33.97	35.50	37.09	38.58	40.12
Elect. Tech. Maint. III	\$33.62	35.72	37.33	39.00	40.56	42.19
Ground Support Equipment Mechanic *	\$33.61	33.61	35.12	36.70	38.17	39.70
Sr Ground Support Equipment Mechanic **	\$35.30	35.30	36.89	38.55	40.09	41.69

\* Effective July 1, 2019 all Power Generation Shop Electronic Technician Maintenance I and II classifications shall become a Ground Support Equipment Mechanic.

\*\* Effective July 1, 2019 the Power Generation Shop Electronic Technician Maintenance III classification shall become the Sr. Ground Support Equipment Mechanic.

This reclassification is due to a review of job duties currently performed and required under this contract.

**Temporary Assignments:** Any employee(s) assigned to work in a higher classification shall be paid the higher classification rate, while performing the work in that classification.