



Collective Bargaining Agreement

between

MILTRAIN JV, LLC

AND

THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 925



September 1, 2023 through August 31, 2027





**Collective Bargaining Agreement
NAS WHIDBEY ISLAND, WA**



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PREAMBLE

The Parties have entered into this Agreement for the purpose of setting forth in writing the understandings they have reached with respect to wages, benefits and working conditions of the employees covered hereby, as well as to the rights of the Company and the Union, and to provide a peaceful means for the settlement of any disputes which may arise with respect to the interpretation or application of their understandings and agreements as set forth herein.

This Agreement is made by and between MILTRAIN JV, LLC as a joint venture of CTI and MILSUP, LLC (herein Company) and the Service Employees International Union (SEIU), Local 925 (hereinafter referred to as the "Union").

ARTICLE 1- RECOGNITION

Section 1.1 The Company recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment for All full-time and regular part-time employees as noted in the wage schedule in the appendices of this Agreement.

Except as otherwise clear from the context, the term "employees" as used in this Agreement means employees in the bargaining unit.

Section 1.2 Specifically excluded from this Agreement are Company executives and supervisory employees having authority, in the interest of the Company, to hire, transfer, reward, or discipline other employees or effectively to recommend such action.

Section 1.3 Service Contract Act and Performance Work Statement: The Service Contract Act of 1964, so amended (41 U.S.C. 351 et Seq.) and the appropriate Performance of Work Statement and associated appendices will govern in those instances where the Agreement is silent.

Section 1.4 Union Neutrality/Card Check: Should any employees of the Company express interest in organizing with the Union, the Company shall accept card-check recognition with a mutually determined neutral third party. Should it be verified by the neutral third party that a majority of employees within a given workgroup wish to be members of the Union, they shall be incorporated (accreted) into this bargaining unit and the economic provisions for the site shall be negotiated by the parties.

ARTICLE 2- NON-DISCRIMINATION

The Company and the Union agree that there shall be no discrimination, harassment or bullying behavior against any employee or applicant because of Union membership or activity, race, color, creed, religion, sex, or sexual preference, political affiliation, age, marital status or the presence of any sensory, mental or physical disability provided that the job duties may be performed efficiently by an individual without danger to the health or safety of the physically disabled person or others. The Company and the Union separately and jointly recognize their obligation to abide by state and federal laws relating to equal employment opportunity, and nondiscrimination. 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.



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ARTICLE 3-RIGHTS OF MANAGEMENT

Section 3.1 Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force, to establish, eliminate, change, or combine work schedules and work assignments; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to subcontract work which is not intended to result in the permanent displacement of current bargaining unit employees; to make and enforce rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to establish the methods, processes and means of providing services; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of the business. It is understood and agreed that any of the powers and authority, which the Company had prior to the signing of this Agreement, are retained by the Company except those specifically modified, delegated or granted by this Agreement.

The Company shall not exercise any of its rights in an arbitrary or capricious manner, or in a manner discriminating against employees. Any action in the exercise of its enumerated rights that the Union claims is contrary to a provision of this Agreement shall be subject to Article 8, Grievance Procedure, up to and including Arbitration.

Section 3.2 The Company shall take no action that is prohibited by any other provision of this agreement.

ARTICLE 4 - UNION SECURITY

Section 4.1 All employees covered by this Agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing. For the purpose of this article, an employee shall be considered, as a member of the Union in good standing if the employee tenders the periodic dues and initiation fees or "Fair Share Fee" uniformly required of all members.

Section 4.2 Each employee covered by this Agreement shall be required, as a condition of employment, beginning thirty (30) days after their hire, to become a member of the Union or pay the Union a "Fair Share Fee" equivalent to the cost of administration and representation of this Agreement. The "Fair Share Fee" for non-members will be paid within the time constraints set forth herein for members under Article 5, Dues Check Off.

ARTICLE 5 - DUES CHECKOFF

Section 5.1 Upon receipt of a signed authorization by the employee, the Company shall deduct from the employee's pay, the initiation fee, dues and/or "Fair Share Fee" payable by him to the Union during the period provided for in said authorization.

Deductions shall be made on account of dues and/or initiation fees, if appropriate, from each pay period after receipt of his/her authorization and each pay period thereafter.



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Section 5.2 The sums deducted as stated above shall be forwarded to the designated financial officer of the Union no later than the last business day of each month in which the deductions are made.

Section 5.3 The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article, or in reliance on any list, notice or assessment furnished under any of such provisions.

ARTICLE 6 - ASSIGNMENT OF SHOP STEWARDS

Section 6.1 The Union shall have the right to appoint Shop Stewards under the terms of this Agreement. The Company shall be furnished with the names of the Shop Stewards so appointed. The Shop Stewards shall see that the provisions of this Agreement are observed, and she/he shall be allowed a reasonable time to investigate grievances during regular working hours.

Section 6.2 It is agreed that Shop Stewards have full-time job duties to perform as employees. Shop Stewards shall endeavor to make every effort to keep to a minimum the actual time spent investigating, adjusting, and disposing of grievances.

All representation related affairs will be conducted so as not to interfere with the delivery of services to the customer. When it is necessary for a Shop Steward to leave the immediate work area, he shall first request permission from their Site Manager. Such requests shall not be unreasonably denied, and any problems relating to the issue can be referred to the Company Program Manager.

Section 6.3 Union Access to Operations. Representatives of the Union will be allowed access to the premises, subject to approval of the United States Navy, where employees in the unit are assigned, for the purpose of investigating grievances and to ensure the collective bargaining agreement is being complied with. However, prior to entering such premises, the shop steward on the behalf of such representatives shall contact the Site Manager, to advise them of the purpose of the visit and determine the availability of the employee(s). Prior approval must be obtained from the Site Manager or their designee and such visits shall not interfere with the production of work being performed.

ARTICLE 7 - STRIKES AND LOCKOUTS

Section 7.1 It is the intent of the parties, in the interests of attaining peaceful, orderly relations and efficient, uninterrupted operations, to set forth in this Agreement the obligations of the Company to the Union and the employees it represents, and to provide the exclusive procedures through which the Union, the Company, and the employees shall resort to secure redress for grievances arising from this Agreement.

Section 7.2 The Union shall not cause nor permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, or slowdown in any Company location or any curtailment of work or restriction of production or interference with the operations of the Company.



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Section 7.3 The Union shall not cause nor permit its members to cause, nor shall any member of the Union take part in, any strike of any of the Company's operations, or non-informational picketing of any of the Company's plants or premises.

Section 7.4 Any employee found guilty of violating this Article and disregarding the instructions given by the Union in accordance with Article 3, may be discharged or subject to other disciplinary action as the Company may consider appropriate subject to the grievance procedure outlined in Article 8.

Section 7.5 The Company shall not authorize or direct a lockout during the period this Agreement is in effect.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 For purposes of this Agreement, a grievance is defined as a dispute between the Company and the Union or between the Company and any bargaining unit employee covered hereby, with respect to the alleged violation of a specific provision of this Agreement. Grievances as herein defined shall be processed in keeping with the following procedure:

Step 1. Both parties encourage the verbal resolution of disputes as quickly as possible. An aggrieved employee, with his/her Shop Steward, shall discuss the dispute with the Site Manager or, in his/her absence, with the Program Manager within twenty (20) working days of the occurrence, or when the grievant was made aware of the occurrence. If the grievance has not been satisfactorily resolved within five (5) working days following its presentation to the Site Manager, then:

Step 2. The grievance may be submitted in writing on a form mutually agreed to by the Company and the Union, containing information set out in Section 3 of this Article. If filed by the Union or a bargaining unit employee, a grievance may be submitted to the Site Manager, within ten (10) working days following the Step 1 verbal response form the Site Manager. The Site Manager shall give his/her written answer to the grievance within ten (10) working days after its submission to him/her in Step 2. Either side may request a meeting or teleconference to discuss the details of the grievance and attempt to reach a resolution prior to the issuance of the written answer. The designated union representative(s), or his/her designee, may attend this meeting or teleconference. In the event there is no satisfactory settlement of the grievance at this Step, then Step 3 may be invoked.

Step 3. The Company shall request a meeting within ten (10) working days following the Union's appeal to Step 3. The Company shall give their written answer to the grievance within ten (10) working days after its submission in Step 3. If the grievance is not satisfactorily resolved at this level, it may be appealed to Step 4.

Step 4. The Union may appeal the grievance to arbitration by making a written request for such action within not more than twenty (20) working days following the written Step 3 answer.

Section 8.2 The parties understand and agree that the time limits set forth in the various steps of the grievance procedure are essential to the prompt resolution of the grievances. Accordingly, if such time limits are not abided by in filing a written grievance except in those instances where the



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parties mutually agree in writing to extend such time limits, the grievance shall be waived. In cases involving suspension or discharge, Step 1 (one) will be waived and the matter taken up with the Site Manager at Step 2 (two) within ten (10) working days following such action by the Company. A final decision made with respect to any grievance in the first (1st) or second (2nd) step of the grievance procedure shall apply to the grievance only and shall not become a binding precedent in the case of other grievances, or a precedent which shall bind the parties in interpretation of this Agreement. All settlements of grievances in Step 1 (one) or Step 2 (two) must be consistent with the terms and conditions of this Agreement.

Section 8.3 The written grievance shall contain the following information:

1. Name(s) of the employee(s) involved;
2. Approximate date of alleged grievance;
3. Date of first discussion of the grievance with the immediate Supervisor;
4. Nature of the grievance;
5. Current Date;
6. Article/Section of Agreement violated;
7. Requested remedy.

Section 8.4 Upon receipt of a notice to take a grievance to arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators for the purpose of selecting an arbitrator. Only the Union or the Company may invoke arbitration on the other.

Section 8.5 Upon receipt of the panel, the Parties shall make mutually satisfactory arrangements for the purpose of selecting an arbitrator by the process of alternately striking the names from the list until only one (1) remains. The last remaining member shall serve as arbitrator. On the first arbitration selection under this agreement, the Company will strike the first name from the panel. On the second (2nd) arbitration under this agreement, the Union will strike the first (1st) name from the panel. Thereafter this alternate striking of names will continue. Mutual records will be maintained by both parties. Either party may reject one (1) panel per arbitration. Upon such rejection, an additional panel shall be requested in writing from the Federal Mediation and Conciliation Service by the party rejecting such panel with a copy of such request to the other Party.

Section 8.6 The arbitrator's authority shall be limited to disposition of the grievance arising under the contract, and he may only interpret and apply the Contract provisions to the facts of the particular grievance. The arbitrator shall have no power or authority to change, alter, modify, detract from or add to the terms of this Agreement. No award shall have retroactive effect prior to the date of the occurrence, which led to the filing of the grievance upon which the arbitrator's award is based.

Section 8.7 The arbitrator's award shall be final and binding upon the Company, the Union and the bargaining unit employees.

Section 8.8 The fees and costs of the arbitrator shall be borne equally by the Parties. Each Party shall otherwise pay its own costs and expenses.



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ARTICLE 9 - BARGAINING UNIT WORK

Section 9.1 Work Responsibilities. Job descriptions for each job title represented by this contract are available with the Site Manager and/or the Shop Steward. These descriptions shall be reviewed annually against the current statement of work and appendices as applicable. Descriptions shall be reviewed and approved by both Management and the Union. Proposed changes to job descriptions shall be provided electronically to the Shop Steward and the assigned Union Internal Organizer.

Section 9.2 Full-time Employees. Employees who work at least thirty (30) hours per week are considered full time employees. The normal, but not guaranteed, full-time workweek shall be forty (40) hours unless otherwise specified in the employee's job offer.

Section 9.3 Part-time Employees. Employees who work fewer than thirty (30) hours per week are considered part time employees.

Part-time employees are compensated in accordance with the wages stipulated in the applicable table in Article 14, Compensation, and are paid for each hour worked. Holiday and vacation shall be paid to part time employees in lieu of time off based on the following:

0-4 years of service: hourly wage (including base rate, SQP, & locality pay) x (56 hours sick leave + 88 hours holiday + 136 hours vacation)/2080

4+-9 years of service: hourly wage (including base rate, SQP, & locality pay) x (56 hours sick leave + 88 hours holiday + 176 hours vacation)/2080

9+-14 years of service: hourly wage (including base rate, SQP, & locality pay) x (56 hours sick leave + 88 hours holiday + 196 hours vacation)/2080

14+-24 years of service: hourly wage (including base rate, SQP, & locality pay) x (56 hours sick leave + 88 hours holiday + 216 hours vacation)/2080

24+ years of service: hourly wage (including base rate, SQP, & locality pay) x (56 hours sick leave + 88 hours holiday + 256 hours vacation)/2080

Section 9.4 Site Manager. The Site Manager will not be used to replace or displace bargaining unit personnel.

ARTICLE 10 – SENIORITY

Section 10.1 Probationary Employee. Defined as a new employee to the site during the first ninety (90) days of employment. Employment of probationary employees is at the sole and absolute discretion of the Company. An employee terminated for any reason during the probationary period has no mandatory seniority, recall or reinstatement rights. The Company may terminate or transfer probationary employees at its discretion and such actions are not subject to the Grievance Procedure.

Section 10.2 Seniority.

Section 10.2.1 Definition of Service Contract Act Seniority (SCA Seniority). The SCA Seniority date shall be defined as the length of continuous service working in substantively similar work regardless of location.



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Section 10.2.2 Definition of Seniority. For the purpose of operating under this Agreement, employees shall be entitled to seniority in accordance with their date of hire with a predecessor contractor, the present contractor, or a successor contractor, and shall only include the whole span of continuous service at the worksite, herein called seniority date.

Section 10.2.2 Application of Seniority. The most senior employee (i.e. employee with the earliest prior contract service date of hire at the worksite) shall be listed at the top of the Seniority List and the least senior employee shall be listed at the bottom of the Seniority List. All other employees shall be listed on the Seniority List in descending order based upon their date of hire at worksite. Employees hired subsequent to this agreement shall be assigned a seniority date based on date of hire, or if hired on the same date, be assigned seniority based on an alphabetical listing, beginning A-Z of their last name. The seniority list shall be available with the Shop Steward and Site Manager. Seniority shall be used by the Company in making layoff, recall and promotion/demotion decisions depending on the requirements of the Company's contract with the Government and if all other factors, including but not limited to qualification, skill and ability, are met. This seniority date shall be used to establish first right of refusal in the determination of, but is not limited to, layoff/recall and advancement/demotion. In the case of advancement from part time to full time or assignment of new training, qualifications and certifications as per Government requirements will be used in conjunction with seniority. Qualifications and certifications will be determined by Government requirements.

Section 10.3 Loss of Seniority Rights. Seniority rights shall be lost due to the following:

- Resignation
- Discharge for just cause.
- Non-Medical Leave of Absence for more than one (1) calendar year.
- Failure to return to work within ten (10) days of a recall notice, unless a satisfactory reason is given.
- Acceptance of other employment while on an approved leave of absence without prior permission from management.

Section 10.4 Layoff and Recall Procedures. The seniority list shall be based on the order of seniority and established qualifications to work the remaining jobs. Those with the least seniority will be laid off first per Section 2 (two), above, and those with the most seniority will be recalled first. If a more senior employee is determined by the Company to be unqualified for a remaining job, the Company will state in writing the reasons for an unqualified rating. The designated union representative shall be copied on all layoff and seniority bypass notices.

Section 10.5 Posting of Jobs. New job classifications and any job vacancies shall be posted on Company bulletin boards for at least five (5) working days before the Company may select employees, in accordance with this Article, to fill the new/vacant positions. The Shop Steward shall receive notification of all job postings.

Section 10.6 Recall Notice. An employee shall be recalled by certified mail, return receipt requested, mailed to the employee's last known address of record. The postmark on the return receipt requested shall be the date of notification of recall. The designated union representative shall be copied on all recall notices.



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Section 10.7 Management Seniority. Any current management personnel or any employee from the bargaining unit who accepts a management position in the future shall be frozen at their current seniority and seniority accrual will resume upon reintroduction to the bargaining unit.

ARTICLE 11 - DISCIPLINARY & DISCHARGE CASES

Section 11.1 The Company wants to assure the Union that it remains committed to respecting the provisions of the Collective Bargaining Agreement regarding just cause in the area of discipline and discharge, as well as the provisions covering the grievance procedures. No employee covered under this agreement will be disciplined or discharged except for Just Cause. When disciplinary action is contemplated against any employee, the Union will be notified prior to any action being taken.

Section 11.2 Progressive Discipline. The Company maintains the right to discipline employees for Just Cause in matters of work performance, employee conduct, or attendance.

Disciplinary action shall normally follow a line of progression. The line of progression is as follows:

1. Counseling Action – Documented Verbal
2. Disciplinary Action – Written
3. Disciplinary Action – Suspension of 3 days – Last and Final Warning
4. Letter of Termination – Discharge

While the Company will generally impose progressive discipline within an individual category, the Company, may impose accelerated discipline depending on the nature and severity of an employee’s action(s) or violation(s).

Section 11.3 Disciplinary Record. Disciplinary records for an employee who has no recurrence of the action that caused discipline shall be expunged in accordance with the following:

1. Counseling Action – Documented Verbal— after six (6) months will not be considered for purposes of progressive discipline.
2. Disciplinary Action – Written—after twelve (12) months will not be considered for purposes of progressive discipline.
3. Disciplinary Action – Suspension of 3 days – Last and Final Warning— eighteen (18) months will not be considered for purposes of progressive discipline.
4. Letter of Termination - Discharge —permanent record

In all cases other than termination (number 4 above) all discipline shall be expunged after twenty-four (24) months if no additional related disciplinary events have occurred.

Section 11.4 Investigative Meeting. Any employee who is called into a meeting, which they believe could lead to discipline, will have the right to have a Shop Steward present.



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Section 11.5 If after investigation and/or Grievance/Arbitration, the charge against an employee who has been suspended or discharged is found to be without merit, the employee will be reinstated with full seniority and back pay.

Section 11.6 An employee, who loses certification and fails to regain certification within thirty (30) days, will be terminated from employment.

Section 11.7 Loss of Access. If employee's security clearances and/or certifications are allowed to lapse through the fault of the Company and they cannot access the facilities those employees will be paid for all time they would have worked had they been allowed to work.

ARTICLE 12 - HOURS OF WORK

Section 12.1 The Company defines in its workweek to begin at 12:00:01 a.m. Saturday and end at 12:00 midnight on Friday. The normal but not guaranteed workweek for each Full-time employee is forty (40) hours. The normally assigned work week shall be Monday through Friday.

Section 12.2 Alternative Work Schedules (4/10's, Flexible Scheduling, etc.). Alternate work schedules shall be allowed at the site, provided the employee and site manager agree on a schedule that meets the needs of the customer. Such alternate schedule shall not require the Company incur overtime liabilities. No employee shall be required to flex or alternate their work schedule.

Section 12.3 Site-Specific Worksite Closure. If the customer closes the worksite as a result of a site-specific need, employees will be paid their regular rate of pay for hours they would have worked had the workplace not been closed. Full-time employees will receive eight (8) hours of pay, and Part-time employees will be paid for the time for which they were scheduled.

Section 12.4 Work Stoppage. In the event that the United States Government conducts a work stoppage for whatever reason, and contract personnel are released from working on said contract, the Company and the Union shall negotiate terms of pay and benefits applicable to the time period affected by the work stoppage. Such negotiation shall take place as soon as is practical. The Company shall make every effort to secure funding from the Customer for pay and benefits for bargaining unit employees.

Section 12.5 Out-of-Town and Off-Site Assignment. Employees required to travel for work shall not be required to spend personal funds to make travel arrangements (*air travel, hotel, etc.*). Employees utilizing their personal vehicle shall be reimbursed mileage at the current IRS mileage reimbursement rate. Time spent traveling shall be paid. Time spent on an out of town assignment shall be paid while the employee is actively engaged in work, but shall not be less than eight (8) hours during the normal workweek. Employees shall be provided per diem per the Joint Travel Regulations.

ARTICLE 13 – OVERTIME

Employees who work more than forty (40) hours per week will be paid at one and one-half times their regular hourly wage plus any applicable SQP and locality pay. No employee shall be mandated to work overtime. Should the Customer require additional work beyond a typical eight (8) hour day or time worked on a weekend, the Company and the Union shall meet to negotiate the terms and conditions.



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ARTICLE 14 – COMPENSATION

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14.1 Classifications and Wage Rates. Classifications and wage rates shall be attached to and become part of this Agreement as appendices (*example: Appendix A*).

14.2 Severance Pay. Should the customer terminate a portion of the contract, or otherwise modifies the needs at the site, that results in the elimination of bargaining unit position(s), such identified employees shall be paid severance pay. Severance pay shall equal one (1) week of pay for every year of SCA seniority (as defined by this Agreement) doing similar work.

Severance Pay only applies to those employees displaced off the contract in their entirety because of a government-directed deletion of work or termination for convenience, partial or otherwise. Severance Pay does not apply when the contract's period of performance ends; an employee's hours are reduced for any reason; the employee transfers to another position; if the employee is not retained by the Company when the contract ends; or if the employee is not selected for hire by the successor contractor, even if the incumbent contractor is the successor or a subcontractor of the successor.

ARTICLE 15 - HEALTH & WELFARE BENEFITS

Section 15.1 Health & Welfare. All bargaining unit employees will receive bona-fide fringe benefits on a cash-in-lieu basis equivalent to the rate stipulated in the table below for all hours paid up to a maximum of two thousand eighty (2080) hours per fiscal year. The right of employees to decline benefits covered under the company benefits program for the purpose of receiving cash-in-lieu shall not be infringed. The health and welfare rates shall be as described in the table below:

11/1/22	11/1/2023	11/1/2024	11/1/2025	11/1/2026
8.50	\$8.75	\$9.00	\$9.25	\$9.50

Section 15.2 Employee Benefits.

Section 15.2.1 Medical Insurance. The Company shall offer medical insurance to employees in the bargaining unit who work at least thirty (30) hours per week.

Section 15.2.2 Life Insurance. Currently, the Company provides life insurance coverage at employee expense. Starting November 1, the Company will provide employees with \$25,000 term life insurance coverage at no cost to the employee.

Section 15.3 Voluntary Insurance Plans. Employees may elect to enroll in the Company's optional insurance plans such as dental, vision, optional life insurance, dependent life insurance, short-term disability coverage, and long-term disability coverage, subject to plan documents. Employees will be responsible to pay the payroll deductions for these plans based on the coverage elected.

Section 15.4 Washington State Paid Family and Medical Leave. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee



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elects otherwise, unless the statute prohibits otherwise. The Company will pay the employee's portion of the WSFML premiums.

ARTICLE 16 – HOLIDAYS

Section 16.1 Employees will be compensated at their working rate of pay for the following:

New Year's Day, President's Day, Independence Day, Columbus Day, Thanksgiving Day, Martin Luther King's Birthday, Memorial Day, Labor Day, Veteran's Day, Christmas Day, Juneteenth Observance Day.

In addition to the holidays listed above, the Company will observe any holidays declared as a legal federal holiday by either the Congress or the President.

Section 16.2 Holiday on Saturday or Sunday. In the event any of these holidays occur on a Saturday or Sunday, they shall be observed by the Contractor per the practice observed by the Government.

Section 16.3 Holiday Pay. Full-time employees will receive eight (8) hours pay per holiday.

Section 16.4 Work on a Holiday. Employees working on a holiday will be compensated for eight (8) hours of holiday pay plus double-time (2x) their base hourly rate for all hours worked on the holiday.

ARTICLE 17 – VACATION

Section 17.1[A] Eligibility.

Effective each November 1, employees shall be front loaded eighty (80) hours of vacation leave. Employees hired after November 1 in any given contract year shall be front loaded a pro-rated amount of vacation leave. Additionally, employees will accrue vacation on a pay period basis (*see the table below*). Employees may use vacation hours as they accrue them.

Employees may accumulate unused vacation equivalent to the maximum accumulation of hours as noted on the table below from one benefit year to the next. Employees shall be allowed to exceed the balance maximums during the contract year provided by October 31 of each year the employee's accumulated balance is not more than the stated maximum in the table below. Accumulated, but unused, vacation shall be paid out at the end of the contract period of performance.

Employees shall be placed on the accrual scale based on their SCA Seniority Date (see [Section 10.2.1 SCA Seniority](#)).

The following vacation schedule applies:



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Schedule	Months of Service	Base Front Loaded Hours on 11/1 annually	Accrued Hours	Accrual Rate per Pay Period	Maximum Balance
Yr 1-5	0-48	80	56	2.3333	180
Yr 5-9	49 - 108	80	96	4.0000	200
Yr 10-14	109 - 168	80	116	4.8333	210
Yr 15-24	169-288	80	136	5.6667	220
Yr 25+	289+	80	176	7.3333	260

Section 17.2 Vacation Advance. Employees who wish to take vacation without having earned the required amount will be permitted to borrow up to forty (40) hours from their anticipated vacation earnings. In the event an employee ceases employment with a negative balance, the Company will deduct such amount from the employee's final paycheck.

Section 17.3 Vacation Pay. Vacation may be recorded in a minimum of one-hour increments. A full day of vacation taken will be recorded as an eight (8) hour day.

Section 17.4 Leave Donations. The Company may authorize employees to donate their accrued vacation to another employee who is suffering from or who has an immediate family member suffering from an extraordinary or severe illness, injury, or physical or mental condition which has or is likely to cause the employee to take leave without pay or to terminate their employment. To be eligible for accepting a leave donation, the receiving employee must have expended all available paid leave. The total amount of time of the donation shall be determined by the value of the donating employee's leave as it is converted to the value of wage rate of the recipient.

ARTICLE 18 – ABSENCES

Section 18.1 Sick Leave. Each year, employees will be provided a total of seven (7) days of paid sick/personal leave at their working rate of pay (*ex: base rate, SQP, Locality Premium*). The cost of sick leave will not be deducted from the Health and Welfare benefit stated above. Employees may carry over sick leave from year to year, but may not accrue greater than 112 hours at any time.

Section 18.2 Sick Leave Has No Cash Value. In accordance with EO 13706 and 29 CFR 13.5, accrued but unpaid sick leave shall have no cash value upon separation of employment.

Section 18.3 Bereavement Leave. The Company will provide employees with three (3) paid days of bereavement leave to mourn the loss of immediate family members. Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. If there is a travel requirement beyond four hundred (400) miles an additional two (2) paid days shall be provided.



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Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor' approval use any available paid leave for additional time off as necessary.

"Immediate family" shall be considered as follows: Spouse; qualified domestic partner; parent; parent of spouse; stepparent; stepparent of spouse; legal guardian; child; brother or sister; brother or sister of spouse; stepchild; stepbrother or stepsister; grandchild; grandparent; and grandparent of spouse. It is understood between the Company and the Union that references to Spouse and the family members spouses that it shall include domestic partners.

Section 18.4 Jury Duty. Employees will receive their regular hourly rate of pay for jury duty service with documented proof of service. Employees who are subpoenaed by the Company to serve as a witness in a trial regarding their duties as an employee, will be compensated by the Company for the difference between any witness pay received and their normally scheduled hours lost, at the straight-time hourly rate, less any mileage fees received.

Section 18.5 Military Differential Pay. Employees who are military reservists are eligible to receive ten (10) days differential pay (difference between Company earnings & total U.S. government compensation earnings) per fiscal year for military duty. Differential pay will be paid upon completion of active duty period after Company receipt of the employee's Leave & Earnings Statement (LES). Specific terms and conditions of reimbursement shall be controlled by Company policy.

Section 18.6 Extended Military Leave. Employees will be allowed unpaid military leave of absence consistent with applicable state and federal statute. Upon return from active duty, re-employed employee's seniority shall be reinstated.

Section 18.7 Union Leave. Employees who are Officers, Stewards or Committee Members will be granted up to three (3) days unpaid leave per year for attendance at Union sponsored training or functions. Requests for additional leave will be considered, subject to approval by the Site Manager. Such leave must be requested at least five (5) working days in advance of the leave. No more than three (3) such employees will be released at any one time. The Union agrees that this coordination includes the Company's ability to execute the training schedule as provided by the customer. Should the requested period not be achievable based on the customer training schedules, the Company and the Union agrees to find an alternate date or reduce the number of requested employees to meet training requirements.

Section 18.8 Family & Medical Leave Act (FMLA). The Company will comply with all Federal and State requirements under these statutes.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

Section 19.1 Partial Invalidity of Agreement. In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. In the event of such invalidation or unenforceability, the parties shall meet at a mutually agreeable time within thirty (30) calendar days to negotiate substitute provision(s) for such provision(s) rendered or declared invalid or unenforceable. Such negotiations shall be restricted and limited to determining substitute provision(s) for the same subject. This provision shall also apply to changes in the Performance of Work Statement or applicable appendices from the Government.



Collective Bargaining Agreement



Section 19.2 Application. This Agreement shall be binding upon the Union, the Company, its successors and/or assigns of the Company.

Section 19.3 Applicable Company Policies. Items not specifically covered by this Agreement and governed by Company policy which are applicable to employees within the bargaining unit will be made available to the Union.

Section 19.4 Company Sponsored Employee Programs. The Company shall not exclude employees from any offered Company sponsored programs based solely on Union membership. Such employee opportunities shall be provided to the Union for review and acceptance or rejection for bargaining unit use.

Section 19.5 Timesheets. The electronic timekeeping system shall accurately reflect the number of hours worked each day. The electronic timekeeping system shall be signed by each employee, then reviewed and signed by the time approver at the end of each pay period.

Section 19.6 Meet and Consult. In the event significant program changes occur during the life of this Agreement, the Company agrees to meet and consult with the Union concerning the effect of such changes on bargaining unit employees.

ARTICLE 20 - 401(K) PLAN

The Company will provide a 401(k) Savings Plan for bargaining unit employees upon hire. Eligible employees (full time and part time) may elect to defer compensation within the limitations provided by the Plan. All conditions of participation will be governed by the Plan document(s).

The Company shall provide a non-elective contribution (NEC) equal to four (4%) percent of the employee's regular pay (hourly wages plus SQP and locality), which shall be deposited into the employee's 401(k) plan each pay period.

ARTICLE 21 - TUITION REIMBURSEMENT PLAN

Section 21.1 The Company will provide a tuition assistance program that grants educational financial assistance to employees that enroll in and successfully complete accredited courses. The program shall be funded at five thousand (\$5,000.00) dollars per year. Educational reimbursement is limited to \$2,500.00 per calendar year per employee.

In cases of multiple requests exceeding the available amount, the Company reserves the right to choose which request has higher priority. All courses must be approved in advance by the Program Manager and Company's Human Resources.

Section 21.5 Change in Qualification Requirements. The cost of required training, re-certifications, or new certifications necessary to successfully fulfill the contract with the government shall be paid by the Company.

The Customer shall notify the Company of a change in the qualification requirements within the Performance Work Statement, including, but not limited to new hardware, software, mission sets, etc. Employees shall be provided an appropriate amount of time, up to twelve (12) months additional training and support that will include academic instruction, study time, rehearsals in the simulator, feedback opportunity, and testing. Such training program shall be reviewed and approved by the Customer.



Collective Bargaining Agreement



ARTICLE 22 – SECURITY

Section 22.1 The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the government.

Section 22.2 The Union agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the government.

Section 22.3 It is understood by and between the parties hereto that as a necessary condition of continued employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States government on government work, and that denial of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for release from the Company due to inability to meet job requirements.

Section 22.4 It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States government.

ARTICLE 23 - DRUG FREE WORKPLACE

Section 23.1 The Company and the Union are committed to providing employees with a drug- free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of the Company, the Union, and the employees.

Section 23.2 Consistent with these goals, the Company prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on Company premises. Bargaining unit employees will continue to be subject to drug and alcohol testing under the Company's Drug and Alcohol policy. The Company agrees that any such testing will be conducted in compliance with applicable federal or state regulations. All drug and alcohol testing will be at the expense of the Company.

Section 23.3 Pre-employment drug testing may be required as a condition of employment.

ARTICLE 24 – SAFETY

Health and Safety. The Company will continue to comply with the applicable State and Federal OSHA requirements and make reasonable provisions for the comfort, safety, and health of employees. The Union shall have the right to confer with the Company regarding these matters. The Company will provide such tools and personal protection equipment as required to perform daily operations in a safe manner.



Collective Bargaining Agreement



ARTICLE 25 – DURATION AND TERMINATION

Section 25.1 Expiration Date. This agreement shall continue in full force and effect on September 1, 2023 through August 31, 2027.

Section 25.2 Notice to Modify or Terminate, Automatic Renewal. This agreement shall continue in full force and effect successive yearly periods after August 31, 2023 unless notice is given in writing by either the Union or the Company to either party at least sixty (60) days prior to the expiration of this agreement.

Section 25.3 Waiver of Bargaining During Contract Term. All Articles of this Agreement other than those specifically dated or those related to economics shall become effective upon receipt by the Company from the Union or written notice that it has been ratified by the Union.

IN WITNESS WHEREOF, the parties have become bound and cause this Agreement to be executed by their respective duty authorized representative dated on the 9/29/2023 day of 2023.

SERVICE EMPLOYEES INTERNATIONAL INTERNATIONAL UNION, LOCAL 925 DocuSigned by: 9/29/2023

Brandon D. Tippy

Brandon Tippy, Internal Organizer

ROBERT PAULEY

Robert Pauley, Whidbey Island Chief Steward

William Burnett

William Burnett, Bargaining Team

Bryant Calli

Bryant Calli, Bargaining Team

Matt Hindi

Matt Hindi, Pinker AFB Steward

Christian Vidal

Christian Vidal, MCAS Miramar Steward

MILLTRAIN JV, LLC DocuSigned by: 9/29/2023

Sarah Bryan

Sarah Bryan, CTI General Counsel

John Frye

John Frye, Director Human Resources

Brian Denholm

Brian Denholm, MILSUP President



Collective Bargaining Agreement



**APPENDIX A
WAGE SCHEDULE**

**NAS WHIDBEY ISLAND
STRIKE FIGHTER AND ELECTRONIC WARFARE
CURRICULUM AND MAINTENANCE**

Job Classifications	Job Titles	Pay Rate 3/1/23	11/1/23 (4.5%)	11/1/24 (4.5%)	11/1/25 (4.5%)	11/1/26 (4.5%)
Subject Matter Experts - (CSI)						
	CSI*	\$58.24	\$60.86	\$63.60	\$66.46	\$69.45
Subject Matter Experts (SME)						
	Rated	\$53.30	\$55.70	\$58.20	\$60.82	\$63.56
EWARP Coordinator		\$44.55	\$47.58	\$49.72	\$51.96	\$54.30
Courseware Support Personnel						
	CBT Developer	\$44.66	\$46.67	\$48.77	\$50.96	\$53.26
	Graphic Artist	\$41.87	\$43.75	\$45.72	\$47.78	\$49.93
	IAT I	\$40.00	\$41.80	\$43.68	\$45.65	\$47.70
	IAT II	\$42.90	\$44.83	\$46.85	\$48.96	\$51.16

Locality Premium Pay Table: For each hour paid, employees shall be paid a locality premium rate per the table below.

3/1/23	11/1/23	11/1/24	11/1/25	11/1/26
\$4.87	\$5.09	\$5.32	\$5.56	\$5.81

***Special Qualification Pay Table:** For each hour paid, identified employees shall be paid a special qualification premium rate per the table below.

3/1/23	11/1/23	11/1/24	11/1/25	11/1/26
\$5.13	\$5.36	\$5.60	\$5.85	\$6.12



Collective Bargaining Agreement



**APPENDIX A
WAGE SCHEDULE**

**MCAS Miramar
STRIKE FIGHTER AND ELECTRONIC WARFARE
CURRICULUM AND MAINTENANCE**

Job Classifications	Pay Rate 3/1/23	11/1/23 4.5%	11/1/24 4.5%	11/1/25 4.5%	11/1/26 4.5%
LRC Specialist	\$31.45	\$34.59	\$36.32	\$38.13	\$40.04
IAT I	\$31.45	\$34.59	\$36.32	\$38.13	\$40.04
IAT II	\$38.08	\$40.67	\$42.50	\$44.41	\$46.41

Lead Pay Table: For each hour paid, identified employees shall be paid a special qualification premium rate per the table below.

3/1/23	11/1/23	11/1/24	11/1/25	11/1/26
\$3.00	\$3.20	\$3.33	\$3.48	\$3.63



Collective Bargaining Agreement



**APPENDIX A
WAGE SCHEDULE**

**Tinker AFB
STRIKE FIGHTER AND ELECTRONIC WARFARE
CURRICULUM AND MAINTENANCE**

Job Classifications	Job Titles	Pay Rate 3/1/2023	11/1/23 (4.5%)	11/1/24 (4.5%)	11/1/25 (4.5%)	11/1/26 (4.5%)
Subject Matter Experts (SME)						
	Rated - Pilot	\$53.30	\$55.70	\$58.20	\$60.82	\$63.56
	Rated – Air Crew	\$47.59	\$49.73	\$51.97	\$54.31	\$56.75
Learning Resource Center & Courseware Support Personnel						
	LRC Specialist	\$24.19	\$26.83	\$28.18	\$29.59	\$31.06
	IAT I	\$24.19	\$26.83	\$28.18	\$29.59	\$31.06
	Multimedia Specialist	\$44.66	\$46.67	\$48.77	\$50.96	\$53.26
	IAT II	\$38.08	\$40.67	\$42.50	\$44.41	\$46.41

Lead Pay Table: For employees engaging in lead function the following premium per hour paid shall apply:

3/1/2023	11/1/2023	11/1/2024	11/1/2025	11/1/2026
\$3.00	\$3.20	\$3.33	\$3.48	\$3.63