

**AURORA I.C.E. PROCESSING CENTER**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**GEO CORRECTIONS HOLDINGS, INC. and GEO CORRECTIONS &  
DETENTION, LLC**

**And**

**UNITED PROFESSIONAL SECURITY OFFICERS OF AMERICA**

**Effective Dates: December 1, 2022 through November 30, 2026**

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**PREAMBLE**

THIS AGREEMENT is entered into this \_\_th day of December, 2022, by and between, GEO Secure Services, LLC hereinafter referred to as the “Company,” and the United Professional Security Officers of America, hereinafter referred to as the “Union.”

GEO manages the Aurora Ice Processing Facility in Aurora, Colorado under the terms of an operations and management agreement with the Bureau of Immigration and Customs Enforcement (“ICE”), hereinafter referred to as the “Client”. As the management agent for the Contract Agency(s), the terms of this document are governed by Company’s contract(s) and standards established by the Clients.

**WITNESSETH**

WHEREAS, the parties have entered into collective bargaining negotiations, which negotiations have resulted in complete agreement between the parties, NOW THEREFORE, it is agreed by and between the Company and the Union as follows:

**ARTICLE 1**  
**RECOGNITION AND PURPOSE**

- 1.1** The Company recognizes the United Professional Security Officers of America (“UPSOA”) as the exclusive collective bargaining representative for all full-time and part-time Detention Officers, Senior Transportation Officers, Transportation Officers, Field Training Officers, Kitchen Officers and Court Officers employed by the Company at the Aurora/ICE Processing Center as listed in the NLRB Certification in Case Number 27-RC-289451 and excludes all managers, supervisors and confidential employees and other employees as defined by the National Labor Relations Act. These exclusions include but are not limited to the Facility Administrator, Assistant Facility Administrators, Majors, Captains, Lieutenants, other professional employees, Maintenance Staff and Clerical Staff.
- 1.2** For the purpose of this Agreement, the term “Officer” or “Officers” designates only such Officers as are covered by this Agreement.
- 1.3** It is the purpose of this Agreement to promote and expand harmonious relationships between the Company and Officers represented by the Union to provide, where not inconsistent with Client rules and regulations, applicable state and federal laws and regulations required by any agency having jurisdiction over the Operations and Management Contract(s) or Personnel Rules, for the salary structure, fringe benefits, and employment conditions of the Officers covered by this Agreement. It is recognized that a harmonious relationship can best be achieved by open dialogue, consisting of continuous communication between the Company and the Union regarding matters affecting bargaining unit members, timely resolution of differences, and negotiating in good faith to include items that are considered to be mandatory subjects of bargaining pursuant to the guidance of the National Labor Relations Board; both parties agree that they share the responsibility to provide uninterrupted service to the Client(s).

## ARTICLE 2 UNION SECURITY

- 2.1 All Officers hereafter employed by the Company in the classification covered by this Agreement shall become members of the Union and remain in good standing not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement. whichever is later.
- 2.2 An Officer who is not a member of the Union at the time this Agreement becomes effective shall become a member in good standing of the Union within ten (10) days after the thirty-first (31st) day following the effective date of this Agreement. and for the duration of this Agreement.
- 2.3 Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article. by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or. in the alternative, by tendering to the Union financial core fees and dues as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communication Workers of America*, 487 U.S. 735 (1988).
- 2.4 In the event the Union requests the discharge of an Officer for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the employee be discharged effective no sooner than two (2) weeks from the date of that notice and the Company will make its best efforts to process the termination no later than thirty (30) days after the date of the notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date. the Union will notify the Company and the Officer. and the Company will not be required to discharge that Officer. The Union and the Officer will hold the Company harmless in regard to any request from the Union to discharge an Officer. Should the Union request that an Officer be reinstated and that Officer has lost wages as a result of the initial Union request, the Company will not be responsible for payment of any claims for lost wages.
- 2.5 This Article shall be subject to all applicable state and federal laws.
- 2.6 The Union agrees to indemnify and hold the Company harmless against any claim, suits, judgments. or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security Article.

**ARTICLE 3**  
**NON-DISCRIMINATION**

- 3.1** The Company has the right to promulgate policies, reporting requirements and procedures regarding equal employment opportunity, discrimination and harassment. These policies, reporting requirements and procedures will, at a minimum, meet those required by laws and regulations of the United States, the laws and regulations of the State of Colorado, as well as any requirements imposed by this agreement.
- 3.2** Neither the Company nor the Union shall discriminate against any Officer by reason of the following status: age, sex “except where age or sex is a bona fide occupational qualification”, race or ethnic origin, color, national origin, religion, disability, disabled veteran status, political affiliation, marital status, sexual orientation, genetic information or any other factor protected by law or membership or non membership in a union.
- 3.3** The use of any male pronoun in this Agreement is a generic reference.

**ARTICLE 4**  
**HOURS OF WORK AND OVERTIME**

- 4.1** For payroll purposes the normal workweek shall commence at 12:01 AM on Sunday and ends at 11:59 PM on Saturday. The normal workday shall commence at the start of an Officer's shift and extend for a period of twenty-four (24) hours. The foregoing is descriptive only; nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week. It is understood that the description of a "normal work week" does not describe a pay period or the number of annual pay periods. The Company, at its sole discretion, will determine the number of annual pay periods based on its payroll system.
- 4.2** Each Officer will be given a thirty (30) minute unpaid off duty meal period. The Officer will not be required to perform any duties, whether active or inactive, while eating. Should the Officer be required to perform any duties, whether active or inactive, the affected Officer will be paid for the meal period at the appropriate rate. The Company will provide meal periods as close as practical to the center of the Officer's shift.
- 4.3** Each Officer will be given two (2) ten (10) minute paid rest periods per shift. The Company will provide rest periods as close to practical to the center of each four (4) hour portion of a shift.
- 4.4** Officers required to attend a pre-shift briefing will be paid for the time so spent.
- 4.5** Overtime shall be paid as follows:
- a.** One and one-half (1.5x) times the Officer's regular rate of pay shall be paid for all hours worked in excess of 40 hours within a single work week; over twelve (12) hours per workday; or twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods) whichever calculation results in the greater payment of wages.
  - b.** To ensure that Officers are paid for all hours actually worked (either regular or overtime hours) the Company will determine the method of collecting and processing time. Officers will be responsible for accurately applying the rules of any such time keeping process implemented by the Company. Any changes in the time keeping process will be provided to the Union within a reasonable time prior to the implementation. The method of time keeping will not be subject to the grievance and arbitration process as set forth in Article 12.
- 4.6** No overtime work shall be required or permitted, except by direction of the proper supervisory personnel of the Company, or except in cases of emergency where prior authorization cannot be obtained. Officers will be notified as soon as is reasonably possible of the need to work overtime. Officers will be notified of mandatory overtime in a timely manner, preferably two hours in advance, unless an emergency occurs, including "no call, no show."
- 4.7** The payment of overtime for any hour excludes that hour from consideration for overtime

payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium seems to be due under this Agreement, only the higher premium shall apply.

**4.8** In the event of “no-shows”, Officers may be held over to the next shift until a replacement is found and the Officer has been properly relieved. Subject to supervisor approval, which shall not be unreasonably withheld, Officers shall be permitted to swap overtime.

**4.9** In the event overtime cannot be filled from volunteers, the Company has the right to mandate that Officers work overtime. Volunteer and Mandatory overtime applies to all members of the Officer work force; provided Officers shall not be required to perform mandatory overtime on their fifth consecutive day of work (i.e., Officer’s Friday) except in the event of exigent circumstances. In the event exigent circumstances require the Company to mandate overtime on an Officer’s fifth consecutive day of work, the involuntary overtime will be limited to only that time during which the exigent circumstances exist. In an effort to fairly and equitably manage both volunteer and mandatory overtime opportunities, the following process will be adopted.

a. The Company will prepare and maintain a roster of overtime points accrued for each officer on each shift. A separate roster will be prepared for each shift. The overtime rosters will include Officers from both the ICE contract. This roster will be posted in the shift supervisor's office and maintained and updated accurately by the Shift Supervisor. Shift Supervisors may utilize the payroll timekeeping system to verify overtime worked, to ensure points are accrued correctly. An officer will accrue one (1) overtime point for every shift that the Officer works without overtime. The roster will reflect the running tally of these points. Should an Officer work two or more hours of overtime, they will receive an "X" for the next day. If an Officer has less than ten (10) continuous hours off between shifts they will receive an “X” for the next day. Officers who are marked as an “X” will progress to one point on their next scheduled shift.

b. At the beginning of each shift, overtime will be first offered on a volunteer basis, on a hold over or early-in basis. If there are more volunteers than overtime opportunities, the volunteer with the most number of overtime points will be assigned the first overtime opportunity. They will then progress down from most to least overtime points until all positions are filled. Should more than one officer volunteer for overtime and they have the same number of overtime points, the officer with the most seniority will be provided the overtime opportunity. All Officers may volunteer for available overtime or request removal from the overtime list until mid-shift. As soon as practical after mid-shift, all overtime will be announced, and the Officer will be required to work the overtime.

c. In the event there are an insufficient number of volunteers and mandatory overtime becomes necessary, Officers with the highest number of overtime points will be mandated in order of most to least overtime points until all necessary overtime positions have been filled. Officers with one or more points will be mandated to work overtime before officers marked as an “X”. Should more than one officer tie for the most number of overtime points, the officer with the least seniority will be mandated to work the overtime.

d. Should it become necessary to call officers at home for mandated overtime, the same process of starting at the officer with the highest number of overtime points will be followed. If the supervisor is unable to contact the officer with the highest number of overtime points, they will note the attempt and reason in a written logbook and then attempt to contact the next officer on the list. This log will be made available to the Union, for the purpose of periodic review and resolution of errors. It is every officer's responsibility to keep the Company informed of any changes in their address and phone number.

e. Officers will be able to volunteer to work overtime on their scheduled days off but only for their respective shift and only after those Officers working that day have had the opportunity to volunteer first. Officers who wish to work day off overtime will place their names on a volunteer list prior to departing on their last scheduled work day. Officers who work a day off overtime assignment shall not have their scheduled hours for that work week reduced. Officers who wish to work early-in overtime on their Monday (i.e. their first day of their work week) will place their names on a volunteer list prior to departing on their last scheduled work day or contact the Watch Commander. The day off and early-in overtime volunteer lists shall be kept separately.

f. Should an officer be mandated to work overtime out of turn or performs mandatory overtime of two or more (2+) hours, they will be marked as an "X" for the following two regularly scheduled shifts. Should an Officer be passed over for an overtime assignment they will be given the choice of the next available volunteer overtime assignment regardless of their overtime number.

g. The Company will make its best effort to schedule the part-time work force to fill all vacant positions (each shift, each day) before assigning overtime to the full-time force, with the exception of last-minute call-offs. The Company will make every effort to call the part-time force even outside of their availability in the attempt to fill all vacancies.

h. Part-time Officers must commit to working at least sixteen (16) hours per week and provide their work availability by the 15th of each calendar month to maintain their part-time status. Failure to commit to at least sixteen hours per week shall result in termination of the part-time Officers without recourse to the grievance and arbitration process.

i. The parties agree that in the event the processes outlined in Article 4.9 are no longer viable, the parties shall get together at their earliest convenience and negotiate a revised process. Such process shall not be effective without the agreement of both parties.

**4.10** Failure to work mandated overtime may result in appropriate discipline, up to and including discharge; however, no officer will be mandated on their weekend.

**4.11** Supervisory and exempt employees shall not perform the duties of Officers covered by this agreement except under the following conditions:

**a.** When such work is necessary for instruction and/or training purposes without relieving the Officer from duties.

- b.** For up to 60 minutes for comfort/or emergency relief of Officers when other qualified Officers are not readily available.
- c.** Any work necessary during an emergency such as; fire, explosion, flood, earthquake, weather conditions (i.e., snow, ice, high winds, etc.) water line ruptures or power failures. Additionally, any emergency situation in which the facility Emergency Plans are initiated, in all cases, except training exercises.

Note: The above language precludes the Company from using supervisors or exempts employees to do bargaining unit work in the normal course of business.

**ARTICLE 5**  
**REPORTING PAY**

- 5.1 An officer who reports for work at his regular starting time or has been called in to work and has not been advised either orally or in writing not to report shall receive a minimum of four (4) hours' work or four (4) hours pay at the appropriate hourly rate.
- 5.2 The provisions of Section 5.1 above shall not apply if the Company is unable to advise the officer not to report or provide the work because of acts of God, fire, snowstorm, flood, power failure, or other conditions or causes beyond the control of the Company.
- 5.3 An officer shall be paid for all time worked, rounded up to the next full hour, for any instance in which the Company requires them to report to the facility.

**ARTICLE 6**  
**LEAVES OF ABSENCE**

- 6.1 In addition to any leaves provided by this agreement, or company policy, the company provides leaves of absences in accordance with all applicable federal and/or state laws (i.e., FMLA, Military leaves, etc.) The protocols for such leaves can be found in the Employee Handbook and by contacting the facility Human Resources Department
- 6.2 **Union Leave:** Up to three (3) Union representatives will be granted leaves of absence, without pay, for the purpose of attending quarterly Union meetings, scheduled meetings between the Company and the Union, annual training provided such request is made to the Facility Administrator, or their designee, with fourteen (14) days of notice.

**ARTICLE 7**  
**NO STRIKE/NO LOCKOUT**

- 7.1** The parties recognize the sensitive nature of the services provided by the Company to the Client and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.
- 7.2** Under the term of this Agreement, the Union, its members and employees within the bargaining unit represented by the Union, individually and collectively, will not advocate, encourage, condone, or take part in any strike, sympathy strike, walkout, picketing, stay-in, slowdown, concerted refusal to work, or other curtailment or restricting of the Company's operations or interference with operations in or about the Company's premises, or equipment. The Company and its representatives agree not to engage in a lockout during the term of this Agreement.
- 7.3** The parties recognize the right of the Company to take such disciplinary action as the Company in its sole discretion determines appropriate, including discharge, against all participants. It is understood and agreed by the parties that an employee does have the right to file a grievance solely on the issue of whether he did, in fact, violate any provisions of this Article. Separate grievances may not be joined in arbitration.
- 7.4** Any claim, action or suit for damages and/or injunctive relief resulting from the Union's violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 8  
COMPANY REGULATIONS**

- 8.1** Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the Officers hereunder. Officers are also required to adhere to Company Rules and Regulations.
- 8.2** The Company reserves the right, from time to time, to amend, add to or delete from its Company Rules and Regulations and practices unless such amendment, addition or deletion would violate a specific provision of this Agreement.
- 8.3** All work rules that could result in discipline are contained in the Employee Handbook, this Collective Bargaining Agreement, Post Orders, internal memoranda or other published means. The Company will provide written copies or reasonable access to all the published items described above. In addition, the parties agree to meet to bargain over impacts and effects of the policy changes on the bargaining unit.
- 8.4** The Union will be notified in a timely manner (one week in advance unless dictated by circumstances beyond Local management's control) prior to the implementation of any changes to Company policies, rules and regulations.

**ARTICLE 9**  
**UNION REPRESENTATIVES AND ACCESS TO FACILITY**

- 9.1** Representatives of the Union shall have reasonable access to the facility to ascertain whether the Agreement is being properly observed, provided that they do not interfere with the duties of any Officer or the operation of the facility. Access to the facility may not be granted during count times, meal periods, shift changes, or other times when there is a major inmate or staff movement, or during an emergency situation. Access to the facility after normal business hours (7:30 am - 4:00 pm) or outside of the Union Representative's working hours will require approval from the Warden or their designee. Representatives of the International Union shall contact the Warden or his designee, then present themselves at the facility and inform the Warden or their designee, of the circumstances of the visit. To the extent practicable the Union will provide the Warden with a one (1) week advanced notice before any visit by a representative of the International Union. The Company and the Union representative shall conduct themselves in such a manner as to carry out the intent and spirit of this Article. The Company shall not unreasonably withhold such access.
- 9.2** Union representatives may contact Stewards during working hours by telephone for the purpose of conducting Union business, provided that permission to do so has first been received from the Warden, or his designee.
- 9.3** The Union may designate one (1) officer as a Chief Steward, one (1) officer per shift as a Shift Steward and one (1) officer per shift as an alternate Shift Steward to act as Union representatives, in addition to the elected Union Officers. Shift Stewards and Alternates shall in each case be an officer with seniority and who regularly works the shift to which they are assigned.
- 9.4** The Union shall inform the Company in writing of the names of the Local Union representatives who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Company as representatives of the Union.
- 9.5** With regard to Labor/Management Committees, the Union will be responsible for recommending all Union committee members; however, such representatives will be mutually agreed to between both parties.
- 9.6** It is mutually understood that access to the facility is governed by client rules, and is subject to applicable client restrictions, and these rules and restrictions must be followed. Any representative of the International Union requesting access to the facility must obtain proper clearance from the Client.
- 9.7** No Union representative may leave an assigned duty post or work assignment to engage in representation of Officers during a pre-disciplinary investigatory interview or disciplinary proceeding without first notifying and receiving authorization from the Shift Supervisor. The Company shall not unreasonably withhold such authorization.
- 9.8** Union business shall occur during non-duty times, except where noted in this Article.

- 9.9** The Union recognizes that representation of Officers is not meant to circumvent the normal relationship between supervisor and Officer. The right to Union representation shall not apply to conversations between an officer and the supervisor for the purpose of giving instructions concerning work performance, providing training or non-disciplinary discussion or communications regarding work habits or techniques.
- 9.10** The Company will permit a union representative the opportunity to address all newly hired Officers during Pre-Service Classroom Training for the purpose of a union orientation. Union orientation will be limited to one (1) hour.
- 9.11** The Company shall provide a lockable Bulletin Board for use by the Union. Bulletin Board postings will be limited to:
- a. Notices of Recreational-Social Events
  - b. Notice of Union Elections
  - c. Notice of Results of Union Elections
  - d. Notice of Union Meetings
  - e. Notices of Other “Official” Union Business

**ARTICLE 10**  
**DUES CHECK OFF**

- 10.1** Subject to the limitations of any state or federal law, the Company agrees to deduct from the first paycheck earned each calendar month by a member of the Union covered by this Agreement, the Union membership dues and initiation fees uniformly levied by the Union in accordance with said Union's constitution and By-Laws, of each member of the Union who has in effect at that time a proper authorization card executed by the Officer, authorizing the Company to make such deductions. A minimum of fifteen (15) workdays prior to the first deduction, the Union will advise the Company of the exact dollar amount due from each Officer.
- 10.2** All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the UPSOA no later than the fifteenth (15th) of the month subsequent to the month in which such sums were deducted by the Company.
- 10.3** The check-off authorization card to be executed and furnished to the Company by the Union and the Officers shall be the official Union authorization for check-off of dues. The Company shall accept no other form unless the substitute is mutually agreed upon by the parties.
- 10.4** The Union accepts full responsibility for the authenticity of each check-off card submitted by it to the Company, and any authorizations, which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for correction. The Union agrees that upon receipt of proper proof, it will refund to the Officer any deduction erroneously or illegally withheld from an Officer's earnings by the Company, which has been transmitted to the Union by the Company.
- 10.5** No deduction of Union dues will be made from the wages of any Officer who has executed a check-off form and has been transferred to a job not covered by this agreement or who is not in a pay status.
- 10.6** Anytime there is a change in the deduction authorization the Company will have a minimum of fifteen (15) work days to put the change into effect.
- 10.7** An Officer who has executed a check-off form and who resigns or is otherwise discharged from the employ of the Company shall be deemed to have automatically revoked his assignment, and if the Officer is recalled or re-employed, further deduction of Union dues will be made only upon execution and receipt of a new check-off form.
- 10.8** Collection of back dues owed at the time of starting deductions of any Officer, and collection of dues missed because the Officer's earnings were not sufficient to cover payment for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.
- 10.9** Deduction of membership dues shall be made, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Officer or required by law have been satisfied. In the event of termination of employment, the

obligation of the Company to collect dues shall not extend beyond the pay period in which the Officer's last day of work occurs.

- 10.10** The Union agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability which may be made against it by any party for amounts deducted from wages as herein provided.
- 10.11** Solicitation of Union membership or collection or checking of dues will not be conducted during working time. The Company agrees not to discriminate in any way against any Officer for Union activity, but such activity shall not be carried out during working hours except as specifically allowed by the provisions of this Agreement.

**ARTICLE 11**  
**UNION SENIORITY**

- 11.1 For the first three (3) months worked following successful completion of facility pre-service training and orientation, an Officer shall be regarded as probationary and shall have no bargaining unit seniority (seniority). Pre-Service and Probationary Officers may be disciplined or discharged without recourse to the grievance procedure. Officers discharged during their pre-service or probation shall not have any rights under this Agreement. However, Pre-Service and Probationary Officers shall be represented by the Union concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to promotions, transfers, layoffs or discharge. The Company may extend the probationary period in increments of 30-day blocks for up to a total of 90 additional days. The Union will be notified of the need to extend an Officer's probationary period.
- 11.2 Officers who have lost seniority as set forth in Section 11.7 of this Article, and officers who terminate or leave the bargaining unit prior to completion of the probationary period shall be required, upon rehire or reentry into the bargaining unit, to serve the probationary period again.
- 11.3 After completion of the probationary period an Officer's seniority under this Agreement shall revert to the Officer's date of hire at the Aurora/I.C.E. Processing Center. Seniority of Officers who have the same date of hire shall be determined by the last four digits of the Officer's social security number. The lower number will be the most senior. Officers who transfer internally into the bargaining unit (i.e., supervisors, admin, etc.) will have no existing union seniority except as provided in
- 11.4 The Company will make its best effort to inform the officers with as much advance notice as possible when the need to fill a "specialized post" arises. When making selections for such posts, seniority among officers who are currently qualified to occupy such post will be used to determine the selection for such a vacancy. If no qualified officer requests a specialized post, the Company will select the most senior non-qualified officer who will be trained in the necessary qualifications. Should an officer not successfully complete the necessary qualifications for a specialized post, the officer will not be permitted another attempt to qualify for a period of one (1) year. Specialized posts currently include Armorer, Food Service Officer, Senior Transportation Officer and Transportation Officer. The Company will not arbitrarily deny requests for specialized post qualifications.
- 11.5 There shall be only one seniority list consisting of both full-time and part-time officers. Officers may request to go from full-time to part-time and vice versa without generating a change to their seniority or date of hire provided there is no verifiable break in service. Officers may request to move from a full time Officer position to a part-time Officer position without limitation if the Company has a need. On the Officer's next anniversary date, based upon the Officer's original hire date (no break in service), the Officer may use his/her accrued Vacation time.
- 11.6 The Company agrees to prepare an updated site seniority list of Officers covered by this

Agreement quarterly. A copy of which will be furnished to the Union.

- 11.7** Officers will lose their seniority, and shall be discharged for any of the following:
- a.** Being laid off for more than 12-months:
  - b.** Absent due to illness or injury for more than twelve (12) months, or length of employment, whichever is less. Absences taken pursuant to the applicable federal and/or state laws are exempt under this provision;
  - c.** Discharged for Just Cause
  - d.** Failure to obtain and/or maintain a security clearance:
  - e.** Fails to return from layoff upon recall as provided below;
  - f.** If the Officer voluntarily resigns or retires; or
  - g.** If the Officer is convicted of a felony.
- 11.8** Layoff and recalls from layoff will be made on the basis of seniority, within accordance Section 11.5. Part-time Officers will be laid off before full-time Officers. Positions requiring “special training and/or skills” will be exempt from the seniority process.
- 11.9** Laid-off Officers shall have callback rights for a period of twelve (12) months or their length of employment whichever is less, and shall retain their accumulated seniority as of the date of layoff.
- 11.10** In case of re-employment, Officers who have been laid off shall be notified to return to work, at their last known address, in reverse order of lay-off. The notice will be by certified mail return receipt. In the event that a former Officer, so notified, fails to report for work within five (5) business days after receipt of such notice, their seniority shall be terminated.
- 11.11** It will be the responsibility of the laid-off Officer to keep the Company notified of any change of address, and current phone number.
- 11.12** An Officer who is activated, drafted or who volunteers for military service in the Armed Forces of the United States, shall accumulate full seniority during the term of such service, provided they are honorably discharged and apply for reemployment as an Officer within ninety (90) days after such discharge, provided the Officer still meets all eligibility requirements. The above is limited to a six (6) year period; however, in time of war there is no limit.
- 11.13** An Officer who is transferred from or promotes out of the bargaining unit shall cease to accumulate seniority. If the Officer returns to the bargaining unit within ninety (90) days shall retain the seniority he had at the time he transferred out of the bargaining unit.
- 11.14** When making selections for “specialized posts” and all other factors are equal, seniority will be used to determine the selection for these positions, e.g., Armorer, Warehouse Officer, Kitchen Senior Transportation Officer and Transportation Officer. Qualified Officers are required to follow the procedures for requesting vacant specialized positions as directed by the facility Human Resources Department.

**ARTICLE 12  
GRIEVANCE PROCEDURE AND ARBITRATION**

**12.1** The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between the Company and Officers so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. A grievance is defined as an alleged violation of a specific term or provision of this Agreement. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. This grievance procedure is not intended for complaints of harassment or discrimination as referenced in the Employment Handbook and Corporate Policy.

**12.2 GENERAL PROVISIONS:**

The number of days outlined in Article 12.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

While it is the intent of the Company to respond to grievances on a timely basis, if the Company fails to respond to a grievance within the time period allotted for a specific step, the grievance may be treated by the Union as if it were denied at that step and the Union may proceed to the next step.

The Parties agree that if the Union fails to move the grievance to the next step in the process within the time period allotted for a specific step, the grievance shall be treated by the Company as resolved, and no further action shall be taken.

The Parties, by mutual written agreement, may agree to extend any of the time limitations.

**12.3** An Officer who believes that any provision of this Agreement has not been properly applied or interpreted may present his grievance to be settled by the following procedures. During each step of the grievance procedure the Company has the right to perform a reasonable investigation into the complaint.

**INFORMAL STEP**

The Parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Union representative will first discuss the matter with the supervisor and attempt to resolve the dispute within five (5) business days after the actions giving rise to the dispute occurred, and became known or should have become known to the Union.

**STEP 1**

If the matter is not resolved informally, a Union representative, not later than five (5) business days after the informal discussion with the supervisor, shall set forth the facts in

writing, specifying the language of this Agreement allegedly violated. This shall be signed by the aggrieved officer (if available and willing to sign the grievance) and the Union representative and shall be submitted to the Chief of Security. The Chief of Security shall have five (5) business days to meet with the Union representative and return a decision in writing, delivering copies to the Union representative and grievant.

## **STEP 2**

If the grievance is not settled in Step 1, the grievance may be appealed in writing to the Warden or designee, not later than ten (10) business days from the Step 1 grievance response. The Warden or designee, shall have ten (10) business days to meet with the Union and return a decision in writing, delivering copies to the Union and grievant.

## **STEP 3**

Prior to the grievance being processed for Arbitration, it will be reviewed by the International Union President, or designee and the Company's Director of Employee and Labor Relations, within fifteen (15) workdays of the denial by the Facility Administrator. A meeting or telephonic review between the above referenced parties may be held by mutual agreement.

- 12.4** Any grievance involving the termination of an Officer's employment shall be automatically advanced to Step 3 of the grievance and arbitration process.
- 12.5** Prior to the grievance being processed for Arbitration, it will be reviewed by the International Union President, or designee and the Company's Director of Employee and Labor Relations, within fifteen (15) workdays of the denial by the Company's Western Region Vice President, or their designee. A meeting or telephonic review between the above referenced parties may be held by mutual agreement
- 12.6** Grievances processed in accordance with the requirements of Section 2.3 that remain unresolved may be processed to arbitration by the Union, giving the Company's Director of Employee and Labor Relations written notice of its desire to proceed to arbitration not later than fifteen (15) business days after the Step 3 grievance response.

Grievances that proceed to arbitration shall be processed in accordance with the following procedures and limitations:

- A.** Selection of an Arbitrator - Within fifteen (15) business days the Party requesting arbitration will request the Federal Mediation Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. If the two Parties cannot agree on an arbitrator during the review of the original list, a second list of prospective arbitrators may be requested from the FMCS. If the Parties still cannot agree on an arbitrator then the strike method will be used on the second list. The Party requesting arbitration will strike the list first. The parties agree that this process will take place as soon as practical following the receipt of the list of arbitrators from FMCS.
- B.** Decision of the Arbitrator - The arbitrator shall commence the hearing at the earliest

possible agreed to date. It is understood and agreed between the Parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision or award of the arbitrator shall be final and binding upon the Company, the Union and the grievant, provided any party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to applicable law.

- C. Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each Party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- 12.7** The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted at each step of the grievance process or if unresolved grievances should be submitted for arbitration but no later than 120 days from the original filing.
- 12.8** The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted at each step of the grievance process.
- 12.9** Each dispute shall constitute a separate proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated, but only with mutual consent of the parties.
- 12.10** No claim for back wages under this Agreement shall exceed the amount of earnings the Officer would have otherwise earned by working for the Company, less any and all compensation the Officer received from any other source, including unemployment compensation. Under no circumstances will interest charges be included in any award for back pay. In no event may the arbitrator enter a monetary award for any item other than lost wages.
- 12.11** Any grievance not appealed or processed strictly within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Company. Any grievance step not answered by the Company within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to the next step of the grievance process by the Union at any time within ten (10) business days of the Company's default.
- 12.12** Nothing contained herein shall prohibit the Company's ability to file and process its own grievance under the procedure outlined above.
- 12.13** In the event the parties settle any grievance prior to a final and binding determination by an arbitrator, such settlement shall be on a non-precedent setting basis unless the parties affirmatively state otherwise in writing signed by both parties. Evidence of any such non-precedent setting settlements shall not be admissible in any proceedings under this Article, including but not limited to, arbitration hearings.

**12.14** In no case shall a local Company representative respond at more than one step of the grievance process as outlined above.

## **ARTICLE 13 UNIFORMS**

- 13.1** Seasonal uniforms and equipment shall be supplied where required by the Company, and replaced as necessary. Uniforms or equipment worn or used by the Officers who are on duty shall be prescribed by the Company, and no deviation from the Company's requirements shall be practiced except when allowed by the Company.
- 13.2** The following uniform items will be provided to each Officer:
- 3 - pairs of uniform pants
  - 5- Uniform Shirts
  - 1 Baseball-style cap
  - 1- winter coat
  - 1- winter knit cap
  - 1- mini flashlight and holder
  - 1- key chain and holder
  - 1- duty belt
  - 4 - belt keepers
- 13.3** Uniforms, equipment, and other Company issued items remain the property of the Company and must be returned upon separation if requested by the Company. All uniform and equipment items shall be replaced by the Company as needed as long as the items have not been damaged as a result of negligence (to be remiss in the care or treatment of) or abuse (to use wrongly or improperly) by the officer. Officers needing replacement items shall submit a written request to management who will acknowledge to the Officer that the item(s) have been approved and ordered within five (5) business days.
- 13.4** **A.** The Company will provide an annual boot allowance in the amount of one hundred and twenty-five dollars (\$125.00) to be used for purchasing foot wear meeting the Company's specifications for any Officer who does not receive boots as part of their uniform.
- B.** All Officers who are eligible for the annual boot allowance will receive the allowance on the first paycheck after December 1 throughout the term of this collective bargaining agreement.
- C.** If December 1 falls prior to the newly hired Officer completing his/her 90-day probationary period; the boot allowance will be awarded after the completion of the 90-day probationary period and, thereafter, annually on the first paycheck following December 1. Officers are only entitled to one boot allowance per calendar year.

**13.5** The Company shall arrange for a vendor to provide tailoring services for Officer uniforms. Such tailoring services will be paid for in full by the Company; provided that Officers may only receive tailoring services once for each unit of clothing (e.g., an Officer cannot have their pants adjusted twice at the Company's expense).

## **ARTICLE 14 JUST CAUSE**

- 14.1** Except where otherwise provided in this Agreement, where appropriate, the Company will adhere to concepts of Progressive Discipline, which it defines as the corrective process of applying penalties short of dismissal where conduct is of a less serious nature. The nature of discipline should be appropriate to the conduct and need not begin with the least serious disciplinary action. Acceptance of the principle of progressive discipline does not limit the Company's authority to immediately dismiss for serious offenses that cannot be condoned.
- 14.2** No Officer shall be disciplined or discharged without just cause. The Company shall provide the Union with a copy of all disciplinary action forms. Any Officer not granted a required security clearance by the Client shall be terminated with no recourse to either the grievance or arbitration procedures set forth in Article 12 of this Agreement.
- 14.3** The following violations are representative only of the reasons that **may** constitute Just Cause for immediate dismissal. The list of violations below is not an all- inclusive list:
- Proven dishonesty,
  - The use, sale, possession or introduction into the facility of contraband,
  - Any type of theft,
  - Aiding or Abetting an escape,
  - Insubordination,
  - Fighting,
  - Being under the influence of illegal drugs or alcohol,
  - Leaving a duty post without being properly relieved,
  - Inattention to post (sleeping, etc.),
  - Sexual and other forms of harassment, in conjunction with the Company's general orders and regulations.
  - Unnecessary and/or Excessive Use of Force,
  - Failure to respond to an emergency,
  - Failure to obey lawful orders,
  - Failure to fully and truthfully participate in any facility investigation or attempt to obstruct a facility investigation,
  - Refusal to allow a search of themselves and/or their property.
  - Falsification of Company or Client records.
  - Unauthorized possession of Company, Client or other's property
- 14.4** Other disciplinary action will consist of:

**Counseling** - A discussion between an Officer and his supervisor regarding their violation of a behavioral or performance standard, policy or procedure along with guidance or instructions from the supervisor for correcting the problem. All verbal counseling events will be documented.

**Written Reprimand** - When counseling was given for a violation and that violation is repeated, or for a more serious offense.

**Final Reprimand** - The “last chance” for the officer to make immediate and sustained improvement in performance and behavior.

Informal coaching which is defined as instantaneous, verbal correction to minor job performance or behavioral issues are not considered disciplinary actions. As such, these coaching sessions should not be documented on a disciplinary action form. Informal coaching sessions may occur between each of the disciplinary actions listed above (i.e. Counseling, Written Reprimand and Final Reprimand).

To decide on the appropriate action the Company may consider: the seriousness of the Officer’s conduct, employment record within the prior year, ability to correct the conduct, actions taken for similar conduct by other Officers, how the conduct affects detainees, the client, the public and other relevant circumstances. At any step in the above process Officers may (at the discretion of the Company) be placed on a Work Improvement Plan (“WIP”) as a last attempt to assist the Officer to be successful.

- 14.5** Any Officer who is under investigation by any law enforcement agency; including those for, or charged with, a felony or misdemeanor will be placed on administrative leave without pay pending the outcome of the investigation. If an Officer enters a plea of guilty or nolo contendere to the criminal charges stemming from the arrest, then the Officer will be terminated with no recourse to either the grievance or arbitration procedures set forth in Article 12 of this Agreement. If the Officer is found not guilty or the charges are dropped, the Officer will be reinstated with no back pay, but with no loss of seniority. If an Officer is placed on administrative leave without pay pending an investigation for an issue other than a felony or misdemeanor, and is subsequently returned to duty with disciplinary action less than a Final Reprimand, then the Officer will receive back pay for the time missed. The Company will make its best effort to keep an employee on post during any investigation into possible disciplinary issues unless the issue at hand is of the nature that to allow the employee to remain on post would be detrimental to the employee, other employees or the client.
- 14.6** Disciplinary actions, excluding statutory claims that have been upheld, will remain in an Officer’s personnel file, but cannot be used against the Officer after the expiration of 12 months from the date of the last violation.

**ARTICLE 15**  
**SAVINGS CLAUSE**

- 15.1** Should any part of this agreement, or any portion therein contained be rendered or declared illegal, invalid, or unenforceable by a court of competent jurisdiction, inclusive of appeals, if any, or by the decision of any authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet as soon as practical, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of the Agreement shall remain in full force and effect.

**ARTICLE 16**  
**MANAGEMENT RIGHTS**

- 16.1** Subject to the express provisions of this Agreement, management's rights include those listed in this article as well as any rights that are usual and customary.
- 16.2** The management of the Company's operations and direction of the working forces, including, but not limited to: establish new jobs; abolish or change existing jobs; assign and change work duties and responsibilities; employ; promote; demote; train; transfer; layoff; recall; discipline, suspend or discharge for Just Cause; determine the number of employees necessary for any operation; determine the number of hours to be worked; schedule hours of work, including starting and quitting times and meal and break times; increase and decrease the work force; establish, change, and maintain performance standards and methods; deploy the workforce within the facility in the manner it considers the most effective and efficient to meet the operational needs; determine the qualifications, efficiency and ability of employees; maintain the efficiency of operations and employees; determine services to be offered; determine the source of supply for all services, goods, or materials; institute technological changes or improvements in operations; use temporary employees from third party providers, as long as it does not result in layoff or reduction of hours of bargaining unit members; transfer operations; decide the number and location of facilities; close a facility or a portion thereof; acquire, sell to or merge with other companies; require the taking of physical, mental, drug, or alcohol tests; require Officers to consent to credit checks; require Officer's complete cooperation in investigation of potential theft or fraud; and make and revise such reasonable rules and regulations in connection with the Company's operations and the conduct and duties of its employees in respect of such operations as are deemed advisable, will be vested exclusively in the company, subject only to such limitations as are specifically set forth in this Agreement.
- 16.3** The Company need not necessarily exercise rights reserved to it, or if the Company does exercise its reserved rights in any particular way, such will not be deemed a waiver of its right to exercise them in other ways not in conflict with the express provisions of this Agreement. The Company maintains and retains all management rights and the enumeration of management's rights herein shall not be deemed to exclude any other management rights.

**ARTICLE 17**  
**EXCUSED/UNEXCUSED ABSENCES AND TARDINESS**

- 17.1** The procedure stated herein establishes a "no fault" point system to monitor the attendance of the officers covered by this Agreement.
- 17.2** Prompt attendance on the job is an important part of the performance record each Officer builds from the day they are hired. The success of an Officer depends in large measure on how well they perform the job each day. The Company is entitled to a reasonable degree of regularity in the attendance by all Officers, and disciplinary action is proper for failure to adhere to a reasonable attendance standard. The Company will focus particular attention on clear patterns of abuse, such as an unscheduled leave or "calling-out" in conjunction with days off, holidays, or vacations. Should the Officer exhibit a pattern such as three (3) or more call offs then the Company may begin the progressive discipline process as outlined in Article 14, Just Cause.
- 17.3** The Company recognizes there may be a reasonable absence due to bona fide sickness or emergency situation, often beyond the control of the Officer, therefore this procedure allows for a number of "occurrences" before discipline is administered. For example, an "occurrence" is a single day of absence or two or more consecutive days of absence.
- 17.4** Designed to work as a "no fault" procedure with a point system of attendance monitoring, this procedure will be consistently administered. The Officer's immediate supervisor is responsible to coach, guide and/or discipline, as appropriate, officers who are excessively absent or tardy. Within the procedures and limitations of the CBA, the Company reserves the right to impose discipline where there is a clear pattern of misuse or intentional abuse.
- 17.5** A Rolling 6-month period is the applicable period of time within which occurrences are counted under the procedure. An Officer's record of points for absenteeism and tardiness occurrences will be tallied, tracked, trended and reported continuously through the Company's information systems. Each individual point will be verified for validity before each disciplinary action is issued.

The following accumulative total points received during the rolling 6-month period are considered thresholds in terms of when disciplinary action may be taken:

3 points ----- Coaching  
6 points ----- Counseling  
8 points ----- Written Reprimand  
10 points ----- Final Written Reprimand  
12 points ----- Dismissal

- 17.6** Absences for the following reasons will not add points to an Officer's record:
- a.** Use of scheduled vacation time, sick leave or other scheduled leave time for doctor office appointments or medical procedure, as well as scheduled Long Term Illness time, which has been approved in advance by a supervisor. Note; however, that supervisors will question an Officer's time off when there is an apparent pattern of absences, Le., going to the doctor every Monday or Friday or at the beginning or end

of the Officer's scheduled work week.

- b. Other authorized and approved leaves, including paid or unpaid Personal Leave, Jury Duty, Bereavement Leave, Military Leave, Family Medical Leave, Union Leave and any other form of leave required by law.

**17.7** Absences for the following will add points to an Officer's record:

**Unexcused Absence: 6 points:** An Officer will have an unexcused absence when the Officer fails to call in an absence and show up for a scheduled shift (No Call No Show); provided that Officers shall not be disciplined for a No Call/No Show if they provide an acceptable excuse (along with proper documentation if necessary) within a reasonable time after the unexcused absence.

**Unscheduled Absence: 2 points:** An Officer who is absent from work and fails to notify their supervisor as soon as possible, less than two (2) hours before their scheduled reporting time is considered to have an unscheduled absence. Officers shall be responsible for providing their expected date of return to work during such notification. Each time an Officer is absent as an unscheduled absence the Officer will receive two (2) points for the unscheduled absence "occurrence". Multiple continuous days of absence for the same reason shall be considered one "occurrence".

**Tardiness:** An Officer who will be late to work must notify a supervisor as soon as possible. Officers shall be responsible for providing their expected arrival time during such notification. Late arrivals that were approved in advance by a supervisor, such as for a scheduled doctor office appointment, dental appointment or other scheduled and pre-approved reason will not add points to an Officer's record.

**Late Arrival: 1 point:** The following reasons will add points to an Officer's record: An Officer is considered a late arrival if the Officer arrives at work and clocks in more than seven (7) minutes after the Officer's scheduled reporting time. For example, given the rounding in the timekeeping system, if an Officer is required to begin a shift at 6:45 AM, they would be allowed to clock in no earlier than 6:38 AM and could clock in up to 6:52 AM and either punch would be rounded to 6:45 AM. Those Officers clocking in more than seven (7) minutes after their scheduled time will receive one (1) point.

Exclusions: Late arrivals and absences that were the result of factors outside of the Officer's control will be handled by the Warden on a case by case basis. Examples of events outside of the Officer's control include, but are not limited to: medical emergencies, car accidents, unplanned highway closures and sudden severe weather such as a tornado. Examples of events that will not be considered outside of the Officer's control include, but not limited to: heavy traffic, lack of transportation and weather such as heavy snowfall. In all cases, the Company will follow the requirements of the Family and Medical Leave Act and the Americans with Disabilities Act, as well as any other applicable law.

**Early Arrival: 1 point:** An Officer is considered an early arrival if the Officer arrives at work and clocks in more than seven (7) minutes before their scheduled reporting time.

As an incentive for perfect Attendance, Officers have the opportunity to earn two (2) Perfect Attendance Days per year. Perfect Attendance is defined as a six (6) month period in which an Officer has no call-offs, no days missed (other than pre- approved absences) and no tardiness; however, tardiness due to an unforeseen circumstance beyond the Officer's control will be taken into consideration. In order for an Officer experiencing an unforeseen circumstance to remain eligible for the incentive day, s/he must report the situation to supervision and must report to work within two (2) hours of his or her scheduled start time. If an Officer has Perfect Attendance for a six (6) month period between January 1 and June 30 or between July 1 and December 31, they will receive one personal paid holiday for each period. The holiday must be taken within the six (6) month period following the award. Officers must inform their Supervisor at least one (1) week in advance of taking any earned personal holiday.

**ARTICLE 18**  
**JURY DUTY**

- 18.1** Officers are required to provide a copy of the Notice of Jury Service upon receipt. They are required to inform their Supervisor as soon as possible after learning the specific date of service required. Upon presenting documentation of jury service performed, the Company shall reimburse the Officer for each regularly scheduled hour missed at their regular pay rate. to a maximum of fifteen (15) days in any 12-month period. Transportation fees provided to Officers for serving as a juror shall not be considered as jury duty pay. Officers are expected to return to work if excused from jury duty in time to perform at least four (4) hours of a scheduled work shift.
- 18.2** Jury duty shall not be considered as time worked for the purpose of computing overtime.

**ARTICLE 19**  
**BEREAVEMENT LEAVE**

- 19.1** Upon the death of a full-time Officer's immediate family member, the Officer will be granted up to three (3) days leave with pay, not including the Officer's regular days off, in order for the Officer to make arrangements for and to attend the funeral.
- 19.2** For the purposes of this Article immediate family member, to include same-sex couples, is defined as an Officer's spouse, child, parents, siblings, grandparents and grandchildren, foster child, foster parent or anyone who has filled the role of a parent, including immediate family members by step or in-law relation.
- 19.3** Bereavement Leave shall not be considered as time worked for the purposes of computing overtime.
- 19.4** Upon the death of a qualifying person under Section 19.2, the Facility Administrator or their designee will consider, on a case-by-case basis, requests to extend Bereavement Leave up to a maximum of five (5) days.

**ARTICLE 20  
HOLIDAY PAY**

**20.1** The Company will provide full-time Officers the following eleven (11) paid holidays regardless of the day on which the holiday falls:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth	

**20.2** Provided individual Officers have worked any hours during the week the holiday falls or are on a pre-approved leave of absence, they will receive eight (8) hours of Holiday Pay at their regular straight-time hourly rate. In addition, Officers who work on the actual day a holiday falls will be paid their straight time rate for all hours so worked. Appropriate overtime rules apply to the actual number of hours worked on a holiday or during a week in which a holiday falls. The eight (8) hours of Holiday Pay are not included as hours worked for the purpose of calculating overtime.

**20.3** Officers will receive Holiday Pay even if they are on approved paid time off (vacation, jury duty, bereavement leave, etc.)

**20.4** Part-time Officers will receive holiday pay based on a prorated basis at the rate of 20% of wages worked the week of the holiday, regardless of the day on which the holiday falls.

**ARTICLE 21  
VACATION**

21.1 During the term of this Agreement, the Company will grant paid vacation to all full- time Officers based on years of service. Years of Service is determined by the Officer's Anniversary Date.

<u>Years of Service</u>	<u>Annual Accrual</u>
One (1) year but less than 5 years	80 hours
Five (5) years but less than 10 years	120 hours
Ten (10) years but less than 15 years	160 hours
Fifteen (15) years and above	200 hours

21.2 During the term of this agreement, the Company will pay a percentage of worked wages in lieu of vacation for Part-time Officers as follows:

<u>Years of Service</u>	<u>% of Worked Wages</u>
More than one (1) year but less than 5 years	6.15%
More than five (5) years but less than 10 years	8.08%
More than ten (10) years	10.00%

21.3 Vacation shall be awarded on the anniversary of the Officer's date of hire, in one lump sum. Officers must take vacation time within the twelve (12) month period following each anniversary of their date of hire. Any unused vacation time not taken within the twelve (12) month period will be paid out. Officers cannot carry over vacation time from one anniversary year to the next.

21.4 Any unused vacation time that has been earned and vested shall be paid at the time of separation from employment with GEO.

21.5 If a designated holiday named in this Agreement falls during an Officer's vacation period, such Officer shall be entitled to receive pay for such holiday [eight (8) hours at the Officer's straight time hourly rate in addition to their vacation pay].

21.6 Vacation preferences will be determined as follows:

a. By December 1, a vacation calendar for the following year will be drafted by the company.

b. The vacation calendar will be accompanied by a current union seniority list and signature page.

c. Officers may request up to two (2) weeks of vacation time during the annual bid process. Within thirty (30) days after the annual bid process, the Company will distribute vacation request forms to all officers for the purpose of allowing them

to request any remaining vacation hours they may have. The Company would then have

an additional thirty (30) days to award those dates, by seniority, and add them to the vacation log.

- d.** Any additional vacation request submitted after the time period above will be awarded on a first come first serve basis. In the event of a tie, the award will be by seniority.
  - e.** The Company may allow the maximum amount of officers off for vacation per shift provided it does not interfere with the efficient operations of the facility. With that in mind, the Company will at a minimum award ten percent (10%) of those officers scheduled to work time off for vacation.
  - f.** Every effort will be made to accommodate additional vacation requests per shift.
- 21.7** Vacation time shall not be considered as time worked for the purpose of computing overtime.
- 21.8** Except as provided in sections 21.3 and 21.4, Officers entitled to vacation will not be given pay in lieu thereof.

**ARTICLE 22**  
**401(k) PLAN**

- 22.1** All Officers are eligible to participate in the Company 401(k) and profit sharing savings plan as may be amended from time to time by the Company to ensure that the benefits are the same for all GEO Group Officers.
- 22.2** The Company will match 50% of the Officers salary deferrals up to the first 5% of salary deferred (maximum matching contribution is 2.5% of deferred salary).
- 22.3** The Company's matching contribution will be applied each pay period.

**ARTICLE 23**  
**WAGES**

23.1 Listed below are the Hourly rates and the Health & Welfare rate for covered Officers by this Agreement.

A. The rates listed below will become effective on the date of ratification.

<b><u>Category</u></b>	<b><u>Hourly Rates</u></b>
Detention Officers	\$27.00
Transportation Officer	\$27.00
Court Officers	\$31.93
Senior Transportation Officer	\$32.00
Health & Welfare	\$4.41

B. CERT and Field Training Officers shall receive premium pay of \$100.00 per month. Officers are only eligible to receive one premium rate under this section. Example: should a CERT Officer also be a Field Training Officer he will not receive the additional premium rate.

C. Should any revised Wage Determination Hourly Rate be less than the hourly rates listed above, then the hourly rates listed above shall prevail. Should any revised Wage Determination Hourly Rate be more than the hourly rates listed above, the revised Wage Determination shall prevail. Any change to these rates will only become effective on the Client Contract date.

23.2 Officers shall receive the Health & Welfare hourly rate of \$4.41 (based on 2080 hours per year) as a part of their wages. Officers may elect to voluntarily participate in the Company's benefit plans, the cost of which will be explained in detail to each officer. Should officers elect not to participate in the Company's benefit plans the amount of the Health & Welfare hourly rate will continue to be paid directly to the officer in the form of wages and be reflected on their paychecks. Should an officer choose to participate in the Company's benefit plans on a limited basis (for example taking dental or vision insurance only) any cost of the plans will be subtracted from the Health & Welfare hourly rate, with the remaining funds continuing to be paid in the form of wages.

**ARTICLE 24**  
**SICK LEAVE**

- 24.1** Executive Order 13706, establishing Paid Sick Leave applies to this collective bargaining agreement subject to the Service Contract Act for which the client contract is awarded. As such, GEO shall provide Officer's with one (1) hour of paid sick leave for every thirty (30) hours they work, up to 56 hours of paid leave each year. Officers are permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventative care; to assist a family member (or person who is like family to the Officer) who is ill, injured, or has other health related needs, including preventive care, or for reasons resulting from, or to assist a family member (or person who is like family to the officer who is a victim of domestic violence, sexual assault, or stalking. Additional information regarding this Executive Order is available at [www.doJ.gov/whd/govcolltracts](http://www.doJ.gov/whd/govcolltracts).
- 24.2** Effective December 1,2017, the Company shall front load twenty-four (24) hours of paid sick leave. Officers shall continue to accrue the balance of 56 hours of paid sick leave as defined in Article 24.1. The front loading of hours shall only occur on December 1, 2017.
- 24.3** Officers having not utilized all their accrued paid sick leave may request to cash out up to twenty-four (24) hours of accrued unused paid sick leave prior to the beginning of the new accrual year.
- 24.4** The Company will comply with the Colorado Healthy Families and Workplaces Act.

**ARTICLE 25**  
**HEALTH AND WELLNESS BENEFITS**

- 25.1 Effective the first day of the month coincident with or following 120 days of employment, Full-time Officers may elect to enroll in:
- a. The Company's Group Health Insurance Plans or Union Plans, with optional family coverage.
  - b. Flexible Spending Accounts

The company has established and pays the administrative costs related to pre-taxed Medical and Dependent Care Flexible Spending Accounts (FSA). Officers have the opportunity, through pre-taxed payroll deductions, to participate in these FSA programs up to the limits established by law. For additional information Officers should contact their Human Resources Office. For decisions related to income tax considerations, Officers should consult with the IRS or a personal financial advisor.

- 25.2 Effective the first day of the month coincident with or following 90-days of employment Full-time Officers may elect to participate in Company's dental, vision, group life insurance, disability, legal and voluntary benefit plans. Specific information related to these plans is available from the facility Human Resources Department. The terms and conditions of said plans are not subject to the grievance and arbitration procedures established herein.
- 25.3 The Company reserves the exclusive right to make or modify Health and Wellness benefits at any time during the life of this Agreement. The Company also reserves the exclusive right to modify the choice of service providers.
- 25.4 The Company shall discuss with the Union any changes or modifications to the Health and Wellness benefits prior to open enrollment. The Union will have the option to offer the Union's benefit plan. The Officers may collectively decide within 120 days of the ratification of this collective bargaining agreement if they will participate in the Union's Health and Welfare Plans. In the event the Officers decide to participate in the Union's Health and Welfare Plans, those Officers insured by the Company shall have their insurance continued until an agreed upon date of transition.
- 25.5 Health and Wellness Benefits shall not be subject to the grievance procedures set forth in this Agreement; however, the Union shall be allowed to address this internally through the appropriate Company personnel.
- 25.6 25.6 Employee Assistance Program - To assist Officers in both work related and non-work related issues, the Company provides an Employee Assistance Program. Program participation may be voluntary or in some instances required by the Company. The provisions of the Employee Assistance Program are not subject to the grievance and arbitration process. Specific information related to the EAP may be found in the facility Human Resource Office and/or GEO Corporate Human Resources. The EAP is available for officers and their families. All information, whether voluntary or required by management, is strictly confidential.

**ARTICLE 26**  
**WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT**

- 26.1 During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; all such subjects were discussed and negotiated upon; and the agreements contained herein were arrived at after the free exercise of such rights and opportunity.
- 26.2 This Agreement supersedes any previous agreements, rules, regulations or customs governing the Company, its employees and the Union.
- 26.3 Any changes in this Agreement, whether by addition, waiver, deletion, amendments or modifications, must be reduced to writing and executed by both the Company and the Union. The Company and the Union shall meet to negotiate these changes prior to their implementation.

**ARTICLE 27**  
**DRUG AND ALCOHOL TESTING**

- 27.1** The Union collectively and its members individually recognize the sensitive nature of the company's business. As such, each recognizes that maintaining a drug and alcohol free workplace is essential to the safety and security of all Officers. the general public. the inmates and the institution.
- 27.2** The Union collectively and the members individually agree that the Company has the right to implement policies and procedures related to drug and alcohol testing and that these policies may include provisions for both cause and prevention testing
- 27.3** Drug testing includes provisions for testing for Cause and Prevention. Procedures are found in the Aurora/ICE Processing Center Policy 3.2.6 AUR and GEO Policy #3.2.6 Personnel: Drug Free Workplace.
- 27.4** When the Company has a "reasonable suspicion" to believe that an Officer is in violation of Company Rules of Conduct related to the use of alcohol or drugs. the Facility Administrator or his designee may require the Officer to submit to an alcohol and/or drug test. Procedures are established in the Aurora/ICE Processing Center Policy 3.2.6 AUR and GEO Policy #3.2.6 Personnel: Drug Free Workplace.
- 27.4** An Officer may refuse to submit to a drug screening or alcohol test. However, the Officer shall be warned that such refusal constitutes grounds for immediate dismissal and then be allowed an opportunity to submit to the testing as though the Officer had originally complied with the order.
- 27.5** The Union collectively and the members individually agree that drug testing policies or regulations of the Company, Client or other regulating authority are subject to review and change. Changes made by the Company. Client or other regulating agencies will be binding on the parties to this Agreement. Changes will be communicated to the Union prior to implementation.

**ARTICLE 28**  
**MISCELLANEOUS PROVISIONS**

- 28.1** The Union recognizes that it is the responsibility of Officers to familiarize themselves and learn all policies and rules established by the Company or its client, and faithfully report all violations thereof. The Union agrees that Officers shall discharge all duties as assigned to them impartially and without regard to any Union or non-union affiliation of any Officer of the Company or Client, and that failure to do so may be cause for discipline.
- 28.2** It is understood that no provisions of this Agreement will apply to any temporary supplementary correctional force transferred to work at the facility to maintain contractual obligations to the Client or during emergency situations. Unless the Client exercises its contractual option to assume operation of the facility or Officers are engaged in an adverse job action against the Company, such supplementary force will not result in job loss or in the loss of normal hours to permanent Officers coming under this agreement while the supplementary force is being utilized. The Union recognizes the principle of management responsibility and that the Company must furnish satisfactory service in accordance with the demands and directives of the Company's Client(s) and the requirements of the particular job.
- 28.3** Officers will be paid at the appropriate rate for all required Company Training.
- 28.4** Temporary off site duty locations will be filled by qualified volunteers first based on their seniority in the bargaining unit, highest to lowest. Should there be no or insufficient volunteers to fill the requirements, the lowest senior qualified Officer(s) shall be chosen to fill the assignment.
- 28.5** Union membership insignia shall be authorized to be worn on Company uniforms provided that if the Client objects, then such insignia shall be removed when the Company so requests.
- 28.6** The Company agrees to permit one (1) full time bargaining unit member selected by the Union as the Union Safety Representative to participate in the facility sponsored safety committee. An alternate may be utilized when the primary Union Safety Representative is not available due to illness or vacation or when circumstances require the assistance of an alternate. The Union Safety Representative will be notified of any/all accidents/incidents involving or affecting Bargaining Unit members.

**ARTICLE 29**  
**SHIFT PREFERENCE PROCEDURE**

- 29.1** The Company and Union will meet and shall draft a shift schedule that will meet the needs of the business while, at the same time, afford all Officers a maximum amount of days off, regardless of seniority. This schedule may include any combination of eight (8), ten (10), and/or twelve (12) hour base shifts. After the schedule structure has been determined, the Shift Preference Process will be implemented as described in this Article.
- 29.2** All shifts except for those attached to a specialized post (e.g, Armorer, Locksmith, Food Service), will be rebid once each year, and will rotate during the first complete pay period of January. Final shift assignments, regardless of preference, will be binding on all Officers, except as otherwise provided for in this agreement.
- 29.3** To minimize security related concerns, the Company may, based on Client contract requirements or other Client restrictions, assign Officers out of seniority order due to specialized skills requirements. For the same reasons, the Company may need, from time to time, to make minor adjustments, as necessary, to equalize shifts. Equalizing of shifts will be done by seniority by volunteer first, and if no volunteer exists, by mandate.
- 29.4** After the annual rotation, Officers will be permitted to request reassignment when vacancies occur on a shift. All shift vacancies when posted will include the work days along with the scheduled days off. If more than one Officer requests the same vacancy, it shall be awarded based upon seniority. The Company will post all Company-declared vacancies on Company bulletin boards such as at the time clocks, in front of the training room etc. for a period of a minimum of seven (7) calendar days.
- 29.5** In all cases, Officers will be notified in a timely manner of their upcoming shift assignment, to provide time for them to make any life adjustments necessary. At a minimum, Officers will be allowed two weeks advance notice that their shift will change.
- 29.6** Changes to the shift and days off selection process may be negotiated before each annual rotation, if necessary.
- 29.7** As set forth in Section 29.2 above, all Court Officer positions and shifts will be rebid once each year, and will rotate during the first complete pay period of January. Court Officer positions and shifts will be awarded by minimum qualifications and seniority. Officers who held a Court Officer position in 2022 or during the term of this collective bargaining agreement shall be ineligible to bid for a Court Officer position.

**ARTICLE 30**  
**DURATION**

Except as otherwise provided herein, this Agreement becomes effective on December 1, 2022 and shall continue in force and effect until midnight November 30, 2025 and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days, nor more than ninety (90) days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that if the Company shall cease to operate at this site, this Agreement shall automatically terminate and the rights and obligations of both the Union and the Company hereunder, shall automatically cease except with reference to those Officers covered herein shall remain in the employment of the Company for the purpose of performing work arising from the termination provisions of the Company's agreement with the Client, and as to such Officers, this Agreement shall continue in effect until termination of employment of such Officers.

It is understood that any economic provisions annotated as part of this Agreement shall be retroactive to December 1, 2022.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have caused their representatives to sign as full acknowledgement of their intentions to be bound by the Agreement.

**For UPSOA:**

**For GEO:**

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Robert Kerin, President

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Johnny Choate, Facility Administrator

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Jaidyn Loeffelholz, Vice President

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Dawn Ceja, Assistant Facility Administrator

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Karen Broadwater, Human Resources Dir.  
Western Region