

AGREEMENT

Between

AKIMA GLOBAL SERVICES LLC, (AGS)

And

The United Federation LEOS-PBA, on behalf of its Local #777

EFFECTIVE: August 21, 2026 through September 30, 2029

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	5
ARTICLE 1	GENERAL PROVISIONS	5
SECTION 1.1	PURPOSE OF AGREEMENT	5
SECTION 1.2	BARGAINING UNIT	5
SECTION 1.3	NEGOTIATING COMMITTEE	6
SECTION 1.4	STEWARD SYSTEM	6
SECTION 1.5	MANAGERS AND SALARIED PERSONNEL	6
SECTION 1.6	CLASSIFICATIONS	6
SECTION 1.7	INTENT OF PARTIES	7
SECTION 1.8	ANTI-DISCRIMINATION	8
ARTICLE 2	SENIORITY	8
SECTION 2.1	SENIORITY DEFINED	8
SECTION 2.2	SENIORITY LISTS	9
SECTION 2.3	PERSONAL DATA	9
SECTION 2.4	PROBATIONARY EMPLOYEES	9
SECTION 2.5	TERMINATION OF SENIORITY	10
ARTICLE 3	JOB OPPORTUNITIES	10
SECTION 3.1	FULL-TIME POSITIONS	10
SECTION 3.2	CRITICAL POSTS	10
SECTION 3.3	FILLING NEW POSITIONS	10
SECTION 3.4	FILLING VACANIES	11
SECTION 3.5	LAYOFF AND RECALL	11
SECTION 3.6	EXCHANGE OF DAYS OFF – SHIFT ASSIGNMENT	11
ARTICLE 4	MANAGEMENT RETAINED RIGHTS	12
SECTION 4.1	BASIC MANAGEMENT RIGHTS	12
SECTION 4.2	RIGHTS PRESERVATION	12
ARTICLE 5	GRIEVANCE PROCEDURE	12
SECTION 5.1	INTENT	12
SECTION 5.2	GENERAL PROVISIONS	13
SECTION 5.3	GRIEVANCE PROCEDURES	13
SECTION 5.4	VOLUNTARY MEDIATION	14
SECTION 5.5	ARBITRATION PROCEDURE	14
SECTION 5.6	INDIVIDUAL GRIEVANCES	15
SECTION 5.7	CLASS ACTION	15
ARTICLE 6	DISCIPLINE	15
SECTION 6.1	GROUND FOR DISCIPLINE AND DISMISSAL	15
SECTION 6.2	REMOVAL OF VERBAL/WRITTEN RECORDS	17
SECTION 6.3	DISCIPLINARY PROCEDURES	18

ARTICLE 7	HOURS OF WORK AND OVERTIME	18
SECTION 7.1	WORK WEEK	18
SECTION 7.2	WORKDAY “COMPENSABLE TIME”	18
SECTION 7.3	OVERTIME	19
SECTION 7.4	OVERTIME REQUIREMENT	19
SECTION 7.5	OVERTIME DISTRIBUTION	20
SECTION 7.6	OVERTIME REQUIREMENTS FOR TRANSPORTATION	20
SECTION 7.7	BREAKS AND BONA FIDE MEAL PERIOD FOR DETENTION	21
ARTICLE 8	WORK SHIFTS AND PAYMENT POLICIES	22
SECTION 8.1	SHIFT BIDDING, HOURS OF WORK, & SENIORITY	22
SECTION 8.2	WAGE SCHEDULE	24
SECTION 8.3	PAYDAY & PAY PERIODS	24
SECTION 8.4	UNDISPUTED ERROR	24
SECTION 8.5	SHIFT DIFFERENTIAL	25
SECTION 8.6	ACCOUNTING PRACTICES & PAYROLL STATEMENTS	25
SECTION 8.7	WORK SCHEDULES AND POST ASSIGNMENTS	25
ARTICLE 9	HOLIDAYS	26
SECTION 9.1	HOLIDAY FRINGE BENEFITS	26
SECTION 9.2	HOLIDAY FRINGE BENEFIT PROVISIONS	26
ARTICLE 10	VACATIONS	27
SECTION 10.1	ELIGIBLE FULL-TIME EMPLOYEES	27
SECTION 10.2	ELIGIBLE PART-TIME EMPLOYEES	28
SECTION 10.3	SCHEDULING VACATIONS	28
SECTION 10.4	UNUSED VACATION/PAY IN LIEU OF VACATION LEAVE	29
SECTION 10.5	TERMINATING EMPLOYEES	29
SECTION 10.6	VACATION – LAID OFF EMPLOYEES/MILITARY LEAVE/UNPAID	29
SECTION 10.7	VACATION INCREMENTS	30
SECTION 10.8	LEAVE TIME DONATION	30
ARTICLE 11	LEAVES OF ABSENCE	30
SECTION 11.1	MEDICAL LEAVE	30
SECTION 11.2	MILITARY LEAVE	31
SECTION 11.3	UNION LEAVE	31
SECTION 11.4	SICK LEAVE	31
SECTION 11.5	JURY DUTY	32
SECTION 11.6	BEREAVEMENT LEAVE	32
SECTION 11.7	ABSENTEEISM FROM DUTY	33
SECTION 11.8	VOLUNTARY LEAVE	33
ARTICLE 12	HEALTH, WELFARE, FRINGE BENEFIT AND UNIFORM, LICENSE MAINTENANCE ALLOWANCES	34
SECTION 12.1	INSURANCE PLAN AND BENEFIT RATE	34

SECTION 12.2	ALTERNATE INSURANCE PLAN OPTION	36
SECTION 12.3	UNIFORM, HEADGEAR, UNIFORM ALLOWANCE, LICENSE ALLOWANCE	36
ARTICLE 13	MISCELLANEOUS PROVISIONS	36
SECTION 13.1	BULLETIN BOARDS	36
SECTION 13.2	PHYSICAL EXAMINATION	37
SECTION 13.3	DRUG AND ALCOHOL PROGRAM	37
SECTION 13.4	UNION MEETINGS	37
SECTION 13.5	UNION REPRESENTATION	37
SECTION 13.6	MANAGEMENT & LABOR REALTIONS	38
SECTION 13.7	ACCESS TO PERSONNEL FILES	38
SECTION 13.8	CONFIDENTIALITY OF MEDICAL RECORDS	38
SECTION 13.9	GUARD CARDS & PERMITS	38
SECTION 13.10	HYGIENE ALLOWANCE	39
SECTION 13.11	TRAINING	39
SECTION 13.12	WAGE PAY & CALCULATIONS	39
SECTION 13.13	EMPLOYEE PARKING	41
SECTION 13.14	EMPLOYEE WORKSITE TRANSPORTATION	41
SECTION 13.15	EMPLOYEE MUSTER	41
ARTICLE 14	401(K) PLAN	41
ARTICLE 15	SAFETY POLICY	42
ARTICLE 16	CONTINUITY OF OPERATIONS	42
SECTION 16.1	NO STRIKES	42
SECTION 16.2	LOCKOUTS	42
ARTICLE 17	ENTIRE AGREEMENT	42
ARTICLE 18	SAVINGS CLAUSE	43
ARTICLE 19	UNION SECURITY	43
ARTICLE 20	DUES CHECK OFF	44
ARTICLE 21	DURATION	45
	SIGNATURES	45
APPENDIX A	WAGE INFORMATION	46
APPENDIX B	UNION INSURANCE PLAN	47
	UNION 401K PLAN	49

PREAMBLE

THIS AGREEMENT is made and entered into on August 21, 2026 by and between Akima Global Services LLC (AGS) (hereinafter referred to as the “Company” and/or “Employer”) and The United Federation LEOS-PBA, on behalf of its Local #777 (hereinafter referred to as the “Union”) (Ref. Contract 70CDCR20D00000004. Should there be any conflict between the Company Employee Handbooks and the Collective Bargaining Agreement, the Collective Bargaining Agreement will control. Should there be any conflict between the DHS contract, the Security Guard Information Manual (SGIM) issued by DHS, current Post Orders and/or any other directives issued by DHS or any other agency of the United States Government-and the Collective Bargaining Agreement, the DHS contract, SGIM, Post Orders and/or other government agencies’ directives will control.

ARTICLE 1 GENERAL PROVISIONS

SECTION 1.1 PURPOSE OF AGREEMENT

It is the intent of the parties that this Agreement shall serve to establish and maintain harmonious labor relations among the Company, the employees and the union, and establish the rates of pay, wages, hours and other terms and conditions of employment.

The Company recognizes the Union as the exclusive representative of the separate bargaining units, as defined in National Labor Relations Board Case # 28-RC-377579.

The Union and the Company agree that providing first-rate, highly professional security for all Government facilities within the scope of the DHS Contract is, and must always be, of paramount importance for the parties and all employees covered by the terms of this Agreement

SECTION 1.2 BARGAINING UNIT

This agreement is entered into between the Company and the Union. The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The Bargaining Unit is defined as all full and part-time Detention, Armed Detention and Armed Transportation Officers employed by the Company at the ICE Florence Detention Center, Arizona, excluding other employees including clerical and professional employees as defined in the National Labor Relations Act.

This agreement shall be binding upon both parties, their successors and assignees. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

SECTION 1.3 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of up to five (5) members and one (1) alternative Bargaining Unit Members selected by the Union to represent the Employees in

collective bargaining negotiations. In addition to the Bargaining Unit members, the International Union may assign a Representative to assist in negotiating a Collective Bargaining Agreement in accordance with the International Constitution and Bylaws.

SECTION 1.4 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system.
- B. The Union agrees that the Union Representatives will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Union Representatives will be paid their regular rate of pay in the conduct of Company-Union business during scheduled working hours.
- C. **At the employee's request, they may be represented during an investigatory interview by either a Union Steward or a peer witness of their choosing from the same shift as the employee. The supervisor will release the Union Steward or peer witness as soon as possible. It is understood that employees are not entitled to representation when being issued a disciplinary document. In the event of the above the Union Representative or peer witness shall not lose any pay.**

In the event an employee waives their right to representation, the Company will advise the Union within three (3) business days concerning the nature of disciplinary action taken against the employee.

- D. It is agreed that Union Officials or their designee may, from time to time, be allowed to deliver documents or disseminate to bargaining unit members at the work site, with the permission of the Project Manager or designee, under the stipulation that it does not interfere with the orderly operations of the facility or interfere with duties scheduled by Company Management.
- E. The Employer agrees to allow one (1) Union Representative to attend weapons qualifications as an observer only and at no cost to the Employer

SECTION 1.5 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform duties of the Employees in the bargaining unit, except:

- A. For the purpose of instructing and training employees
- B. Under emergency conditions. The term "emergency" is defined as an unexpected, serious occurrence or situation beyond the Company's control urgently requiring prompt action.
- C. When an employee fails to report to work and other qualified employees are not available. It is agreed that the Company will make every reasonable effort to locate and assign qualified bargaining unit employees to perform the work task.

Bargaining unit employees may be uplifted temporarily to a Sergeant position depending on operational need. Uplifted Sergeants will be paid one dollar (\$1.00) more per hour than the regular Officer pay (Transportation or Detention). An employee wishing to be considered for a Sergeant

position will be required to post for an opening and be able to perform the specific job duties and responsibilities, demonstrate and possess the qualifications and knowledge-skills-abilities as contained in the job description. Upon notification by management, employees who are uplifted may be required to report to work thirty (30) minutes prior to the start of their regularly scheduled shift. Sergeants are in the bargaining unit and shall have no ability to hire, discipline, or discharge bargaining unit employees.

SECTION 1.6 CLASSIFICATIONS

- A. Full-time Employees are those Employees who are regularly scheduled to work 35 hours or more per work week or 70 hours in a pay period.
- B. Part-time Employees are those Employees who are scheduled to regularly work less than 35 hours per week Part Time Employees must be available to work a minimum of two (2) shift per two- week pay period. If a Part Time Employee refuses to work three (3) consecutive available shifts, the employee will be considered to have voluntarily resigned.
- C. **Employees covered by this Agreement may be asked to perform duties outside of their normal detention responsibilities, including but not limited to janitorial, kitchen, and laundry services. The Company will first seek volunteers to perform these duties and Officers will only be mandated in exigent circumstances when there are no volunteers and there is no detainee worker program, or exigent circumstances exist. Transportation Officers will be assigned to regularly clean and sanitize the interior of transport vehicles and wash vehicles when necessary or to perform pre and post trip maintenance checks as mandated.**
- D. Transportation and Armed Detention Officers may be assigned to any post, including unarmed detention posts; however employees in that classification shall be used first prior to assigning an employee from a different classification. Armed Detention Officers may be assigned to Transportation posts for transporting detainees in vehicles with a capacity of less than 15 passengers. Transportation Officers base rate of pay will not change when working armed or unarmed detention posts. Armed Detention Officers will be paid Transportation Officer rates when assigned to a Transportation post.
- E. **All Officers who volunteer for assignment outside of the Florence facility will be provided a daily per diem and lodging in accordance with Company Policy. Employees will also be provided the proper training required for the assignment. A maximum of 7% of the total workforce can be used for TDY. The per diem shall be submitted no later than 7 days after expenses are incurred.**

UNARMED DETENTION OFFICER:

All officers employed under this agreement that meet all the requirements as an Unarmed Detention Officer regardless of whether they hold an awarded bid or are floaters as defined under Section 3.1.

ARMED DETENTION OFFICER:

An armed officer is employed under this agreement and meets all the requirements as an Armed Detention Officer whether holding an awarded bid or awaiting the bid process.

ARMED TRANSPORTATION OFFICER

All officers employed under this agreement that meet all the requirements as an Armed Transportation Officer, and are currently assigned to the Transportation Unit, whether holding an awarded bid or awaiting the bid process. Officers may enter the Unit as a Floater until such time as a bid position is awarded

SECTION 1.7 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. Neither the Company, nor the Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

It is expressly understood and agreed that the services to be performed by the Employees covered by this Agreement pertain to and are essential to the operation of the Florence Service Processing Center. Both the Company and the Union recognize their paramount goal is to maintain safety and security and provide continuity of facility operations at the Florence Service Processing Center.

SECTION 1.8 ANTI-DISCRIMINATION

Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability, or other protected reason. The Employer will treat Employees with dignity and respect at all times. The Company shall not engage in threats, harassment or intimidation of employees. Employees will also treat each other as well as the Employer with dignity and respect. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

It is understood that ICE controls and may designate positions within the workplace or designate as “male-only” or “female-only,” and that such designation is not considered an equal opportunity issue, no claim of discrimination or violation of statute shall arise from this practice, as it is beyond the control of either the Company or the Union.

ARTICLE 2 SENIORITY

SECTION 2.1 SENIORITY DEFINED

- A. Union seniority shall be the length of continuous service from the Employee’s first date of hire with Employer at the Florence SPC or any Employer, past or present, at the Florence SPC. Seniority shall not accrue until the Employee has successfully completed the ninety (90) day probationary period. For the purposes of shift bidding, transfers and days off, union seniority shall be defined as seniority within the

work site. For purposes of vacation schedules and extra-work, union seniority shall be defined as seniority within the classification on the assigned shift.

- B. Any Employee permanently transferred out of the designated Local Bargaining Unit, who leaves the facility and works elsewhere either for the Company or with some other employer such as the U.S. Government shall lose their Union seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work, and other matters as provided for in this agreement. Employees that accept positions outside of the local bargaining unit such as Lieutenant, Captain, Assistant Project Manager or Project Manager may choose to return to the Bargaining Unit within **60** calendar days. Those returning will have their seniority adjusted as follows:
- Those returning within 60 calendar days will have their seniority date adjusted in accordance with the number of days spent outside of the Bargaining Unit.
 - Those allowed by the Company to step down after the 60 calendar days will have a seniority date of the date they re-entered the Bargaining Unit.
 - Employees whose actions or behaviors, while functioning as a Lieutenant, Captain, Assistant Project Manager or Project Manager, are such that disciplinary action is being contemplated will not be allowed to return to the Bargaining Unit until after such time the investigation is completed and corrective action issued if warranted.
- C. Part-time Employees will have seniority only among other part-time Employees. Any part-time Employee who becomes full-time will be placed on the seniority list for full-time Employees in accordance with the date they become a full-time Employee or once they have completed the equivalent of the 90 day probationary period. Any employee involuntarily moved from Full-Time status to Part-Time status retains their seniority date in full.
- D. Seniority for Employees who make approved transfers between Detention and Transportation will remain date of hire into the Bargaining Unit.
- E. When a part-time position opens if a full time employee requests to make a change to a part-time position and within six (6) months returns to a full-time position, their original hire date will be moved forward by the number of days in part-time status. Any return to a full time position after six (6) months their hire date will be the date an employee transferred to part-time. No part time employee shall accrue full time seniority while on a part time basis.
- F. Seniority for new employees shall be their date of hire. Should more than one employee have the same hire date, their ranking shall be determined by the alphabetical order of the first letter of their last name. Should there be more than one with the same last name the subsequent letters shall be utilized until a clear ranking for seniority has occurred. If necessary letters in first and middle names will be utilized to establish a clear ranking for seniority.

SECTION 2.2 SENIORITY LISTS

The Company will provide a seniority list to the Union President and International Representative on a quarterly basis. The seniority list will contain the following:

- **First Name**
- **Middle Initial**

- Last Name
- Address
- Phone Number
- Email Address
- Seniority Date

The Union will advise of any errors within 14 days of receipt.

SECTION 2.3 PERSONAL DATA

Employees shall notify the Employer through the Employee Resource Center (employee portal), of their proper mailing address, email address and telephone number or of any change of name, address, email address or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records. Upon request, the Company will provide this list to the Union.

SECTION 2.4 PROBATIONARY EMPLOYEES

Probationary Employees will be considered probationary for a 90-calendar day period commencing upon their date of hire. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire:

SECTION 2.5 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

- A. The Employee quits or retires;
- B. The Employee is discharged for just cause;
- C. A settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- D. The Employee is laid off for a continuous period of one (1) year or 365 calendar days;
- E. The U.S. Government revokes the Employee's security clearance or the Employee is unable to obtain a required security clearance;
- F. The Employee is permanently transferred out of the Bargaining Unit, unless other provisions herein modify this stipulation;
- G. Failure to report to work upon expiration of an approved leave of absence within three (3) workdays.

ARTICLE 3 JOB OPPORTUNITIES

SECTION 3.1 FULL-TIME POSITIONS

All full-time employees are classified as either Detention, Armed Detention or Armed Transportation Officer. The Company will provide the Union with an accounting of all such positions, identifying those which are both awarded and vacant each quarter. The Company agrees to make notice to the Union of any planned change in staffing requirement by ICE that will alter the full-time positions within ten (10) business days or as soon as notified by the client.

All new employees entering the facility workforce under the Bargaining Unit will work without a bid position until such time as they are awarded or defaulted into a bid position under Section 8.1. These employees are considered "Floaters" and may be assigned as needed by the company as specified within this agreement. The employee without a bid with the most seniority is designated the Senior Floater. A floater is considered a full-time employee who does not hold a bid slot. No more than 12.0% per classification, not to exceed 12% of the bargaining unit overall, shall consist of floaters. Floaters will be rotated by shift assignment and/or days off every ninety (90) days.

SECTION 3.2 CRITICAL POSTS/ICE MANDATED POSTS

Critical posts will be those determined by ICE in writing. In the absence of written orders from ICE the company agrees to provide a written statement memorializing the verbal order from ICE. Critical posts will not be subject to the posting or bidding procedure delineated in this agreement.

SECTION 3.3 FILLING NEW POSITIONS

When the Company creates or modifies a current position within the Bargaining Unit it will be posted for a period of seven (7) working days (excluding Saturday, Sunday and Holidays). The Project Manager or designee will notify the Union President in writing of such openings. When a vacancy occurs, the Employer will fill the position with the most senior employee that meets the posted requirements for the position unless staff assignment is made by ICE Management (ICE Designated Posts).

SECTION 3.4 FILLING VACANCIES

If a vacancy occurs, the employer will first offer it to the existing bargaining unit members. Members who desire to apply must meet the posted requirements for the position and be approved by the employer.

In the event a Transportation Officer fails to meet any of the requirements of the Transportation Unit but meets the requirements for Armed or Unarmed Detention Officer they will be afforded the opportunity to transfer to Armed or Unarmed Detention Officer status if an open position exists.

SECTION 3.5 LAYOFF AND RECALL

In the event of layoff or recall, when positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, volunteers for out of line of seniority lay-off will be solicited. Should an insufficient number of employee's volunteer, Employees will be retained on the basis of seniority and laid off in reverse seniority order beginning with Part-time employees first then Full-time employees in inverse seniority order. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in their mailing address. The employee shall reply to the Company of their intent to return to work within seventy-two (72) hours after receipt of notice from the company of recall. The employee will then have a maximum of five (5) calendar days to return to duty. An employee who is unable to report to work because of a non-occupational or occupational injury or illness shall retain their seniority for one (1) year, except that they shall be subject to lay-off according to their seniority.

SECTION 3.6 EXCHANGE OF DAYS OFF - SHIFT ASSIGNMENT

(Trade Agreements)

- A. Employees may be permitted to exchange hours of work with other Employees in the same classification or level, performing the same type of duties in the same work area, provided that:
 - 1. Employees requesting the work exchange must submit a formal written request to the Scheduling Supervisor, at least forty eight (48) hours prior to the exchange provided that the switch does not result in overtime for one or both employees prior to the exchange. The Scheduling Supervisor will notify the employees if the exchange is approved.
 - 2. The trade will not result in overtime for either party.
 - 3. Not to exceed ten (10) working days per occurrence.
- B. The Employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime or overtime meals,) which they would not have otherwise received.
- C. Once approved, shift changes shall not be subjected to further review, except for operational needs. If a trade agreement is denied, the supervisor denying the swap shall state the reason for the denial on the written request, providing a copy to all parties involved.
- D. The Company may allow individuals with a legitimate Hardship Status the following options:
 - To make a onetime exchange with another employee for up to 120 days.
 - To give up their current bid and return to a Floating Status.

ARTICLE 4 MANAGEMENT RETAINED RIGHTS

SECTION 4.1 BASIC MANAGEMENT RIGHTS

Management of the business and direction of the security force are exclusively the right of management. These rights include, but are not limited to, the right to:

- A. Hire;
- B. Assign work and schedule;
- C. Promote, demote;
- D. Discharge, discipline, or suspend based on Article 6;
- E. Determine the size of the workforce, including the number, if any, of Employees assigned to any particular shift.
- F. Make and enforce work rules consistent with the provisions of this agreement;
- G. Require Employees to observe reasonable Employer rules and regulations;
- H. Determine when overtime shall be worked;
- I. Determine the qualifications of an Employee to perform work.

SECTION 4.2 RIGHTS PRESERVATION

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE 5 GRIEVANCE PROCEDURE

SECTION 5.1 INTENT

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, any supplementary agreement, State or Federal Labor Laws, health and safety regulations, matters concerning work place safety and welfare, National Labor Relation Board rulings, arbitration or umpire decisions, past practices and policies, the Company's own rules and regulations or the challenge of any disciplinary action taken against a Bargaining Unit Employee, except that this grievance procedure shall not be used for any suspension or revocation of required clearances by the U.S. Government. The Company will provide a copy of the ICE notice of suspension, if provided by ICE, within five (5) business days to the Union. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the Company is acting under express directives of the U.S. Government.

The Grievance Procedure is intended to settle any and all disputes between the Company and members of the bargaining unit, and therefore shall precede any redress sought with outside agencies or court proceedings. This in no way restricts employees from exercising their rights outside the Grievance Procedure, but only infers that an employee will first file a grievance and allow this procedure to run its course before taking further steps to alleviate a dispute.

SECTION 5.2 GENERAL PROVISIONS

- A. The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays, or holidays when used in this Article. For purposes of counting days, Day 1 will be the day after the grievance was presented or a written answer was provided to that grievance by the Company to the Union.

- B. Should the Company, the Union, or the aggrieved Employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance, so long as the party claiming such forfeiture has confirmed the receipt of the other party's last response.
- C. Time limits set forth herein may be extended only by mutual agreement between the Company and the Union. Such Agreement must be in writing through email indicating the Parties mutual agreement to extend the time limits.

SECTION 5.3 GRIEVANCE PROCEDURES

Employees are encouraged to approach their immediate supervisor directly to attempt to resolve complaints informally without invocation of the formal grievance process. Any employee may elect to consult with his Shift Steward regarding a specific complaint and the supervisor will make arrangements for such consultation without undue delay. Employees may also request that the Shift Steward handle a specific complaint with the immediate supervisor. In such cases, the supervisor will make prompt arrangements to confer with the Shift Steward and the employee.

Step 1: If the complaint cannot be resolved informally, it shall be reduced to writing on the prescribed grievance form, dated, and signed by the Shift Steward and the aggrieved party. The written grievance shall summarize the pertinent facts, specify the contractual provisions allegedly violated, the relief requested, and must be signed by the Grievant and the Union Representative. Grievances must be presented to the employee's immediate Supervisor within ten (10) days of the event. A meeting shall be arranged within ten (10) days of the supervisor's receipt of the written grievance. The meeting shall be attended by the Shift Steward or the Chief Steward and the site supervisor. The Employer shall give a written response to the grievance within ten (10) days after the Step One meeting. If the matter is not resolved at Step One, it may be referred in writing to Step Two by serving a notice of appeal to the Employer.

Step 2. If the grievance remains unresolved at Step One, the Union may move the grievance to Step 2 within ten (10) days of receiving the supervisor's Step One response. A meeting shall take place within ten (10) days after receipt of the Notice of Appeal from the Step One response. The meeting shall be attended by the appropriate Chief Steward and/or the Local President, or his designee, and the Assistant Project Manager. The Assistant Project Manager shall give a written answer to the grievance within ten (10) days after the Step Two meeting.

Step 3. If the grievance remains unresolved at Step Two, the Union may move the grievance to Step 3 within ten (10) days of receiving the Assistant Project Manager's Step Two response. A meeting shall take place within fifteen (15) days after receipt of the Notice of Appeal from the Step Two response. The meeting shall be attended by the Local Union President or designee and Project Manager. The Project Manager shall reply in writing within ten (10) days after the Step 3 meeting.

Step 4: If the matter is not resolved in Step 3, the Union may submit the grievance to the Company's Corporate Labor Relations Director and the International Union's Regional Vice President for resolution within ten (10) business days of receipt of the written reply in Step 3. If the matter is not resolved within a responsible period of time at this level, the matter shall then be considered for mediation (Section 5.4) or arbitration (Section 5.5) proceedings. If the parties agree to mediation

within 10 days of the mediation conclusion if the grievance is not resolved the union will file for arbitration.

SECTION 5.4 VOLUNTARY MEDIATION

Without waiving any rights in Article 5, regarding arbitration, the parties agree that voluntary and non-binding mediation, via FMCS, can be an important tool in conflict resolution. Accordingly, the parties agree to submit their dispute to a FMCS Federal Mediator prior to proceeding to arbitration. Either party may refuse in writing to the other to participate in mediation. The parties agree that the Mediator will not render a written opinion regarding the merits of the case and that neither party will be bound by the oral recommendation of the Mediator.

SECTION 5.5 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to arbitration by the Union giving the Company's Corporate Labor Relations Director written notice of its desire to proceed to arbitration not later than 30 days after rejection of the grievance in Step 3. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

- A. Selection of an Arbitrator – Within 15 days of receipt of the Union's written notice to proceed with arbitration, If, within 15 days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. The parties agree not to engage in delaying tactics to prevent a speedy resolution. If the Company or the Union raises an issue of arbitrability at any time, a separate hearing will be scheduled for the Arbitrator to consider that issue only, unless otherwise mutually agreed in writing. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be denied, and it shall not be processed any further. If the arbitrator determines that the grievance is arbitrable, a hearing shall be held for the arbitrator to consider the merits of the grievance**

An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

- B. Decision of the Arbitrator – The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. 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.**
- 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.**

It is expressly understood and agreed that this Agreement incorporates all applicable federal, state and local anti-discrimination statutes and that any claims of discrimination by the Company including those based on federal, state or local statutes shall be subject to this Agreement and to the grievance and arbitration

processes outlined herein. Such statutes include, but are not limited to, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Uniform Services Employment Act.

SECTION 5.6 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

SECTION 5.7 CLASS ACTION

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) employee at step 1 of the grievance procedure.

ARTICLE 6 DISCIPLINE

SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL

After completion of the probationary period, as specified in Section 2.5, no Employee shall be disciplined, dismissed, or suspended without just cause. Just cause shall include any suspension or revocation of clearance by ICE. The “final decision” on the Employee’s ICE Clearance suspension/removal shall be determined by the Government, and the Company shall be held harmless by the Union and the Employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

The Company’s contract with the U.S. Government sets out performance standards and contract requirements and all Employees are required to comply with these standards. Failure to do so may lead to disciplinary action. Employees agree to comply with any non-disciplinary directive issued by the U.S. Government.

In the case where as an employee’s clearance is suspended by ICE, the company may place the employee on Unpaid Administrative Leave. In the event the employee’s clearance is later reinstated, the Company will not be responsible for any back pay monies, to include wages, shift differential, H&W, uniform allowance, holiday pay, vacation, or sick leave accrual during period of administrative leave. Employees who are placed on unpaid administrative leave who have vacation or sick time on the books may use such time at the beginning of the absence period until it is exhausted. If an employee is placed on Administrative leave by the company pending a company investigation for a work related issue, or non-work related issue, and is found not at fault, the employee will be returned to work and paid for all scheduled hours missed and made whole. If the employee is disciplined, the administrative leave period is not compensable.

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards. It is recognized by parties to this Agreement that progressive discipline shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.).

Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures will result in discipline up to, and including, termination.

No employee with seniority status will be disciplined, including suspension and termination without just cause.

The company recognizes the principle of progressive discipline which documented verbal counseling, written warnings, suspension and termination. The parties recognize that certain employee misconduct may lead to discipline without either documented verbal counseling or written warning i.e. suspension or termination.

Progressive discipline shall be issued within ten (10) workdays of the date the alleged violation occurred or the date the Company first became aware of the event, whichever is later.

If the Company determines that an investigation is required, the Union will be notified when the investigation has begun and when it has concluded. In such cases, the ten (10) workday period shall begin on the next workday following notification of the conclusion of the investigation. If an investigation continues for more than fourteen (14) calendar days from the date the alleged violation occurred or the date the Company first became aware of the event, whichever is later, the union will be notified.

Additionally, if the employee is absent from work (e.g., vacation, sick leave, FMLA), the ten (10) workday period will be extended by the number of workdays the employee is absent.

The actions which may, as deemed appropriate by the Employer, result in and establish just cause for discipline (up to and including immediate dismissal) shall include, but shall not be limited to:

- Abuse of authority
- Neglect of duties
- Breach of security
- **Breach of chain of command. No disciplinary action shall be taken if the breach is made in good faith to report illegal activity, ethical misconduct, or if serious health or safety concerns are brought to the Company's attention.**
- Conduct which impugns or disparages the DHS, ICE, or its agents or the Employer or its agents to the Government or other third parties except when such conduct is privileged under a specific law
- Inappropriate conduct directed at or involving Government employees, detainees, members of the public, or while in uniform
- Violation of standards of conduct including but not limited to the Companies Handbooks and post orders
- Dishonesty
- Misappropriation of funds
- Theft
- Assault
- Intoxication or drinking on duty or illegal use or possession of drugs or narcotics
- Immoral conduct
- Fighting
- Breach of building/facility rules or regulation
- Sleeping while on duty

- Destruction of property
- Criminal misconduct
- Abuse, possess, sell prescribed/non-prescribed drugs, alcohol, inhalants
- Selling client lists/information
- **Excessive tardiness/unexcused absences (more than 3 instances in a rolling 12-month period with the fourth resulting in termination) that are not documented by a U.S.-licensed Doctor's note (limited to 2 in a five-month rolling period).**
- Commit or threaten to commit physical violence
- Conducting union business on duty while not relieved or on authorized break
- A second "no call/no show" in a rolling 12-month period
- Loss of security clearance/security officer license through off-duty or on-duty misconduct
- No longer meeting the physical qualifications for the job as verified by a company physician in a fit-for-duty examination
- Walking off the job (defined as abandoning or refusing to work assigned shift/tasks)
- Failure to complete required training (unless properly excused)
- Possession of unapproved/unauthorized firearms, deadly weapons, explosives; introduction of authorized weaponry in an unauthorized facility area
- Insubordination towards a Company supervisor or Client official
- Introducing/trafficking contraband onto Company/Client property
- Not informing the Company of an arrest (or traffic citation, if a Transport Officer) by civil authorities prior to the start of the next work assignment
- Reporting for work intoxicated or under the influence of drugs/inhalants
- **Failure or refusal to submit to a drug/alcohol screening.**
- Making unauthorized video or voice recordings and/or taking photographs within the facility.

SECTION 6.2 REMOVAL OF VERBAL/WRITTEN RECORDS

A. Disciplinary records shall remain in personnel files throughout an employee's tenure with the Company.

B. The Company agrees that when considering discipline for a current infraction, that only the previous rolling 12-month period of employment will be considered when determining current discipline, with the exception of Warning Letters that state termination as next action, and any suspension for a specific repeated offense. For such letters, the Company may go back 18 months from the current infraction.

SECTION 6.3 DISCIPLINARY PROCEDURES

The Parties agree to Qualifications for Duty and Minimum Standards for Employee Conduct, attached as Appendix B. These standards shall remain unchanged for the duration of the Agreement unless modified by mutual agreement between the Parties. Employees agree to comply with any non-disciplinary directive issued by the Government.

The Company and Union agree that attendance violations and behavior/performance issues shall be addressed through separate progressive discipline paths.

- **Attendance Discipline will apply exclusively to violations such as tardiness, unexcused absences, or failure to follow call-in procedures.**

- **Behavior/Performance Discipline will apply to violations such as misconduct, safety violations, discourteous behavior, reporting late to post from break, dress code violations, etc.**

Disciplinary actions issued for attendance will not be combined with those issued for behavior/performance when determining progression through the disciplinary process.

ARTICLE 7 HOURS OF WORK AND OVERTIME

SECTION 7.1 WORK WEEK

The "Workweek" includes all the time during which an employee is necessarily required to be on the employer's work site, on duty or at a prescribed work place. A regular workweek of at least thirty-five (35) hours of work shall constitute a normal full-time workweek for full time Employees or seventy hours (70) in a pay period. Furthermore, no officer in a full-time bid position will be required to work more than one shift, such as Days, Swings, or Graves per workweek and shall have two (2) consecutive days off (no split days off will be allowed), unless the employee volunteers to do so. There will be a minimum of eight (8) hours off between shifts and, with the exception of Transportation shifts, an employee will not be required to work more than 12 hours on a one shift, unless in the case of a facility emergency. Employees may be mandated to temporarily work twelve (12) hour shifts based on facility operational needs to meet the requirements of the Government contract. The Company shall notify the Union at least ten (10) working days prior to implementation of such 12 hours shift and the Parties shall meet and discuss the impacts of the proposed change. However, if employees are mandated as a result of Government direction or as a result of an emergent situation the time requirements will be waived.

SECTION 7.2 WORKDAY "COMPENSABLE TIME"

"Workday" means the period between "the time on any particular workday at which an employee commences (his/her) principal activity or activities" and "the time on any particular workday at which he or she ceases such principal activity or activities."

SECTION 7.3 OVERTIME

The Company and Union recognize that all Bargaining Unit Members are ranked on a Facility Seniority List as identified under Article 2, Seniority. For purposes of Overtime Distribution the Company may create a secondary list for officers in each classification who want to come in early or work over as follows:

1. Officers volunteering to work overtime will submit a memorandum every thirty (30) days to the Scheduler.
2. The memorandum must be turned into the Scheduler One by 0000 hours on the second of every month.
3. **The memorandum must identify the Officers availability to work overtime, example: Willing to come in early hold over, or work during their assigned shift on a scheduled day off.**
4. A list with all volunteering Officers in seniority order within the assigned shift will be submitted from the Scheduler to the Captain.

5. Should any vacancies remain the Company will utilize the Facility Seniority List. Supervisors shall go down the seniority List(s) and offer available overtime by seniority on a rotating basis Daily.
6. Employees are given an opportunity to volunteer for a holdover overtime by volunteering for such overtime during shift muster meeting/roll call.
7. There will be no pyramiding of overtime.
8. An employee cannot work overtime without prior approval of the Company.
9. If the Company does not obtain a sufficient number of volunteers the Company has the right to mandate employees to work overtime (pre and post shift) not to exceed twelve (12) hours on any shift.

SECTION 7.4 OVERTIME REQUIREMENT

An overtime rate of time and one and one-half (1½) of an Employee's base rate of pay, as calculated in Article 13.2, shall be paid for all hours actually worked in excess of 40 hours in any pay week.

Mandatory overtime will be inverse to voluntary, in that the Employee with the least seniority will be required to meet the overtime requirement first. No employee will be forced to work over or work early on any eight (8) hour shift for more than four (4) hours. An employee shall not be forced to work over or early the next consecutive day.

If directed to work overtime and the seniority system is not invoked due to shortness of notice of the Company (30-minute before shift change) the company will designate the least senior officer available to fill the vacant post. If an employee is called in they will be paid a minimum of four (4) hours, unless at time of notification the employee is informed it is less than four (4) hours. If the overtime assignment turns out to be less than four (4) hours and the employee volunteers to go home, they will be paid a minimum of one (1) hour.

At no time will any employee be penalized or reprimanded for not volunteering for overtime.

Employment with the Company as a part-time employee is contingent upon the employee's willingness and availability to work on-call on any shift, to include weekends, nights, and holidays, as needed.

SECTION 7.5 OVERTIME DISTRIBUTION

The Company may utilize part-time employees before implementing the seniority process.

Assignment to work overtime (extra) hours or the decision to use overtime (extra) hours to resolve a post vacancy rests with the company. Any unfilled 8-hour post vacancy will be awarded by seniority to employees that requested to work on their scheduled day/s off. Employees working on their day/s off will be posted on their assigned shifts.

Overtime created as a result of call-offs will be filled by seniority as follows:

- The first 4-hour block (over) is awarded to the most senior full-time employee on the preceding shift which is working that day and has submitted an overtime memorandum as outlined in Section 7.3 Overtime.

- The second 4-hour block (early) is awarded to the most senior full-time employee on the following shift who is working that day and has submitted an overtime memorandum as outlined in Section 7.3 Overtime.

Once an overtime opportunity has been awarded, the employee is required to perform the overtime assignment in its entirety. Instances of cancelling, calling off or failure to perform the overtime assignment in its entirety will be recorded as an Unexcused Absence for the purpose of progressive discipline.

If an employee is skipped in the overtime rotation due to an oversight or clerical error, the affected employee will be given the option to work overtime during the next overtime opportunity on their shift.

Once the Supervisor has offered overtime to an Officer and the Officer has accepted the hours, the agreement is binding unless the officer voluntarily gives up the hours by notifying the Shift Supervisor of cancellation at least two and one half (2.5) hours prior to the end of the shift.

Bargaining Unit Employees who have submitted overtime memorandums may be contacted by phone during off duty hours, for the assignment of available hours and overtime. If the voluntary memorandum list is exhausted, then the company may fill the vacancy per seniority and call off duty officers who have not submitted overtime memorandums.

SECTION 7.6 OVERTIME REQUIREMENTS FOR TRANSPORTATION OFFICERS

Transport Officers will be expected to work overtime assignments in conjunction with transportation and armed post requirements. Transportation Officers will work armed guard posts in the event an armed guard post is vacant and no other armed guards are available to provide coverage. Transportation Officers may be assigned to work overtime assignments on any post, including armed or unarmed detention depending on operational needs. Regardless of the post assigned, Transportation Officers will be always paid the current Transportation Officer rate.

A list of volunteers shall be compiled by seniority for each assigned shift.

In recognition of the fluidity of Transport Officer Schedules, the company may adjust such schedules to reduce overtime, without employee consent due to the uncertain nature of shift lengths and US DOT regulations concerning maximum driving hours during specific periods of time. In addition, shift length maximum for Transport Officers may be up to fifteen (15) hours per day, with no more than ten (10) hours driving time. The Company will adhere to U.S. DOT regulations.

SECTION 7.7 BREAKS AND BONA FIDE MEAL PERIOD FOR DETENTION OFFICERS

BREAKS: The Company must provide employees a minimum number of breaks as follows:

Shift Length	Paid Breaks Provided
More than 2 hours to 4 hours	One 15-minute break
More than 4 hours to 8 hours	Two 15-minute breaks
More than 8 hours to 12 hours	Three 15-minute breaks

Note: The above breaks include walk time

The Company shall designate a sufficient number of officers for the purpose of providing the required breaks under this contract. Each on-duty supervisor will be responsible for ensuring that officers under their command receive their break relief. It is understood that reasonable delays may occur due to an unforeseen operational requirement.

Officers may take their fifteen (15) minute breaks any time during the shift when needed. It is understood that situations may arise which require employees to take additional breaks or at a specific time or interval. Officers will so advise the on-duty supervisor of any special needs.

Several posts are considered “self-relieving”; the company is not responsible for payment of missed breaks if an officer performing in a self-relieving post does not take his/her breaks, unless the officer’s supervisor denies a break request, which shall be documented and signed by both the supervisor and the officer. Rest Breaks and Meal Breaks will not be taken consecutively.

MEAL BREAKS: Officers will receive one (1) thirty (30) minute unpaid meal break if an officer is scheduled to work at least eight (8) hours. Employees will be afforded meal break opportunities of their own choosing that will not interfere with meeting the needs of the facility (does not leave posts unattended, etc.) The Company commits to not providing the unpaid meal break during the first or last hour of the shift, unless requested by the employee.

It is understood that the purpose of the meal break period is to compensate employees for their mandatory muster time and not an unpaid benefit. The Company shall designate a sufficient number of officers for the purpose of providing the required Meal Breaks under this contract. Each on-duty supervisor will be responsible for ensuring that officers under their command receive their meal break. Insufficient staffing by the Company does not constitute an emergency or unplanned event. Officers will so advise the on-duty supervisor of any special needs.

The thirty (30) minute break period is inclusive of walk time to and from the break area. Employees may leave the facility during their meal period, but must be back on post prior to break period expiration. If an employee, who takes a break “on premises” is called to perform duties during the break, the employee will be paid for the entire break period, unless the company provides an additional break period to the officer.

The company is not responsible for payment of missed unpaid meal periods if an officer does not take his/her meal period, unless the officer’s supervisor denies a meal period request, which shall be documented and signed by both the supervisor and the officer. Such meal period request shall not be unreasonably denied.

ARTICLE 8 WORK SHIFTS AND PAYMENT POLICIES

SECTION 8.1 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

The following bid procedures apply to all openings in full-time bargaining unit positions that arise during the term of this Agreement.

Whenever an opening arises, it will be posted by the Company within forty-five (45) calendar days unless sufficient notice has been provided to the Union by the Company of the reason for delay. The

opening will be assigned an individual bid number, and will be posted in all post. If the Company determines a change is necessary to the existing shifts and days off for the facility or within a classification, the Company shall meet with the Union at least thirty (30) days prior, if practicable, to discuss the proposed change prior to implementation. In cases where not practicable due to client directives, the Parties shall meet as soon as possible.

The posting notice will be dated and contain pertinent information concerning the opening, i.e. bid number, location, hours, choice, days off and closing date and time. All bids will remain posted for a minimum of seven (7) calendar days. No bids will be accepted after the closing date and time.

To be eligible to be considered for a posted opening, the Employee must meet all client agency requirements such as certifications, etc., and all other qualifications specified by Company in the posting.

Any eligible officer may submit a complete official bid request form issued by the Company for the posted bid(s). Only forms issued for the specific posting with a date corresponding to the available bids are valid. Obsolete or previous bid sheets will not be accepted. It is understood that the correctness of the submitted bid form is the responsibility of the employee and not the supervisor who signs it. Supervisors who return to the Bargaining Unit will not be eligible to submit bids until they have been back in the Unit for ten (10) days.

In the event a posted bid remains unfilled it will be defaulted to the most senior floater. Each subsequent bid will be defaulted accordingly until all posted bids are filled.

Once submitted, an employee may not retract the bid request form. All Bid Awards are final; neither the employee nor the Company may retract or alter the awarded bid except as authorized under Article 3.6. The Company may retract a posted bid prior to the closing date due to a clerical error. Notice of the retracted bid must be presented to the Bargaining Unit on the date the bid is no longer available. Once corrected, the retracted bid must be re-posted in conformity with this Article.

The official bid request form will consist of two (2) sections. Part A and Part B.

Part A: Bid request. This document must have the Officer's Name, Anniversary Date, Official Bid Number, Shift and Days off, Officer Signature. If the posting specifies qualifications beyond those required generally of the Officers covered by this Agreement, the aforementioned certification shall address specifically the Officer's training, experience and background with respect to such specified qualifications. Any bid submitted that does not comply fully with the requirements of this Paragraph will be treated as an invalid bid and not considered in filling the posted position to which it relates.

Part B: Bid Receipt. This must have Officer's Name, Anniversary Date, Official Bid Number, and Shift and Days off, and the employee's Supervisor's Signature. Each Bid Request must identify the officer's preference by assigning a numerical value of 1, 2...etc. that clearly indicates their choice.

Only the official bid request form properly completed and presented by the employee in person will be considered to be a valid bid on a posted opening. Both sections of the official bid form must be complete when submitted. Completed forms must be submitted to, and received by, the employee's Supervisor or, if the Supervisor is absent and unavailable due to illness, vacation, or other leave to the Project Manager prior the ending date and time recorded on the posting. An employee who is unlikely to have the opportunity to meet personally with his or her direct supervisor at a location in or near where the employee's assigned post is situated prior to the close of the period for submitting bids for the position on which the employee wishes

to submit a bid, may submit his or her bid sent to the Project Manager. Such bid shall not be considered to have been submitted in accordance with the terms of this Article unless the employee, mails a hard copy of the bid to the Project Manager, postmarked on the same date as, or the day next following, his or her submission of the bid, and within twenty-four (24) hours of transmitting the bid, confirms that he or she has done so, along with the time of the submission of the bid, to his or her direct supervisor, either by telephone or in person.

After the bid request is completed and presented in accordance with Paragraph 1.8 above, the employee's Supervisor (or the Project Manager if the bid is presented to him because of the Supervisor's absence) will sign and enter the date and time of receipt on Part B of the Official Bid Form, returning Part B back to the Officer. The Supervisor will also enter the date and time of receipt on Part A of the bid form and ensure that it is promptly forwarded to the Company's Project Manager for further processing.

The Supervisor will accept bids only if presented in person by the officer submitting the bid, the Project Manager will accept bid forms, when the employee's Supervisor is unavailable, that are presented to him, provided an original of the completed bid form is also mailed to him, postmarked on the same date as, or the day next following, the submission, and provided further that the employee has provided confirmation of the submission to his or her direct supervisor.

When the bid process closes, the Company will sort bids by number and the Officer's seniority date. Within two (2) days after the closing date the open position will then be awarded to the Senior Officer who submitted a bid, provided such Officer is deemed by the Company to possess all of the qualifications required for the posted position. Management will then post the award bid for all Officers to see.

Once an Officer is awarded a bid, he or she shall be ineligible to bid again on any openings for a period of ninety (90) days except for floaters defaulted into a bid.

Officers may protest the award only if they submitted a valid bid for the open position awarded. Protests after seven (7) calendar days of the award will not be accepted and will not be valid for any purpose.

Husband/Wife, Parent/Child, Sister/Brother (any immediate family relationship) are not permitted to work on the same shift. For bidding purposes, the family member with the highest seniority submits a bid request IAW with the seniority bid procedures. The second family member will then only be eligible to bid on one of the other two shifts and as seniority allows. Those employees effective December 01, 2020 will be grandfathered if they are working on the same shift until such time that they are separated off the same shift either voluntarily or involuntarily. Those employees grandfathered will not be assigned to the same post, assignment, or work area in the facility while on the same shift.

SECTION 8.2 WAGE SCHEDULE

SEE APPENDIX A

Wages are calculated per Article 13.12

The parties agree that either party may reopen negotiations for amendments to Health and Welfare Allowance at any time within 90 days of the start of new Federal Contract Option Period for all years governed by this contract, where rates have not been set forth in Appendix A, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement.

If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this Agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this Agreement.

Should such arbitration fail to be completed prior to the exercise of an Option Year by the government, and the government subsequently refuses to incorporate the arbitrated wage, or H&W rates or other economic factors determined in the arbitration, the Company shall have no liability to pay the arbitrated increase until such time as the Government incorporates the change into the contract.

SECTION 8.3 PAYDAY & PAY PERIODS

The Pay Period will begin and end on the same day of the week for all Bargaining Unit Employees

SECTION 8.4 UNDISPUTED ERROR

In case of an undisputed error on the part of the Company as to an Employee's rate of pay or total payment, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any undisputed error, involving eight (8) hours of pay or more, will be corrected and paid within five (5) working days from confirmation of the error.

SECTION 8.5 SHIFT DIFFERENTIAL

Those Employees scheduled or directed to work the afternoon shift between the hours of 1400 and 2200 hours will be paid a shift differential of 4%. Those Employees who are scheduled or directed to work the graveyard shift between the hours of 2200 and 0600 hours will be paid a shift differential of 6%. Officers that work odd hour posts will be paid in accordance with the shift in which the hours were worked.

Shift differential payments for muster/walk time are paid at the primary shift rate (shift in which majority of hours were worked).

SECTION 8.6 ACCOUNTING PRACTICES & PAYROLL STATEMENTS

The Company may use any nationally recognized accounting practice, instrument or device for the purpose of calculating and recording employee wages and benefits. The Company shall endeavor to provide pay stubs that contain similar information. The Company shall not single out or group any member(s) for the purpose of dissimilar treatment in regards to this Section or contrary to any other Section within this Collective Bargaining Agreement.

In addition, all transactions regarding pay received, deductions made, benefits earned and payroll discrepancies rectified shall be presented in a clear and concise manner on the employee's pay stub or by attached memorandum. If coding and/or key words or symbols are used to accommodate line item accounting, a key will be provided to aid the employee in the interpretation of these payroll transactions as an attachment to the pay stub, at least twice per year, and when pay codes change.

If an employee uses sick or vacation hours, an ongoing accounting of earned hours less time used shall be provided to the employee. Furthermore, if an employee cashes out vacation or sick days, the company shall pay them with a separate check/ direct deposit and corresponding pay stub.

SECTION 8.7 WORK SCHEDULES AND POST ASSIGNMENTS

The Company shall schedule the hours of work of Employees at least two (2) weeks in advance. Schedules will be available via the online scheduling program which employees have access, and provided to the Local Union President, by 2400 hours of the proceeding Tuesday. The Company shall make every effort to properly place Employees where needed prior to posting the schedule in order to minimize disruption of post assignments. Assignments will be made during the shift briefing for flexible posts that may open and close based on facility needs or for callouts or other changes to the schedule where staff trained for specific posts may be reassigned as necessary. Any vacancies will be filled in accordance with Section 7.5.

The Company may assign qualified staff to a post assignment based on existing operational requirements. Officers on assigned posts will not be relocated for the purpose of accommodating a preference of those employees agreeing to stay over or come in early from the prior or subsequent shift.

The Company furthermore recognized that some post assignments such as Processing and Flo Holding require a unique set of skills, knowledge and abilities only acquired through experience working that particular post. The Company shall not assign any employee to a post for which the employee has not been properly trained and does not possess the required skills, knowledge and abilities of that assignment.

If an employee is scheduled for and shows up at work and there is no work available and subsequently the employee is sent home, the Company agrees to pay the employee four (4) hours at their current rate of pay, excluding all additions. Exceptions are due to an act of God, sabotage, national emergency or other circumstances beyond the control of the Company.

ARTICLE 9 HOLIDAYS

SECTION 9.1 HOLIDAY FRINGE BENEFITS

Holiday Pay is calculated per Article 13.12

Whenever the term “holiday fringe benefit” is used, it shall mean:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King Jr.'s Birthday) observed
- The third Monday in February (President's Day/Washington's birthday) observed
- The last Monday in May (Memorial Day) observed
- Juneteenth (Juneteenth National Independence Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- The second Monday in October (Columbus Day) observed
- November 11 (Veteran's Day)

- Fourth Thursday in November (Thanksgiving Day)
- December 25 (Christmas Day)

SECTION 9.2 HOLIDAY FRINGE BENEFIT PROVISIONS

- A. To receive Holiday fringe benefits a full-time employee is required to work their last scheduled shift prior to the holiday and their first scheduled shift after the holiday. However, employees who perform no paid hours during the holiday week Monday through Sunday, are not entitled to holiday pay. If the employee is on approved vacation he or she is entitled to holiday pay.**
- B. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time at the day shift base rate.
- C. A full-time Employee who works as scheduled on a holiday shall receive payment per Article 13.12 (provided these benefits are within the 40 hour maximum entitlement for the work week). In addition the employee will receive 8 hours of straight time pay at the day shift base rate.
- D. The holidays listed as a fringe benefit in this article will be paid on the date designated for observance by the Federal Government, with the exception of New Years Day (January 1), Independence Day (July 4), and Christmas Day (December 25), which shall be paid on those dates.
- E. Any Employee (part-time or full-time) who is requested and agrees to work on any of the above named holidays, but fails to report to work for such holiday will be ineligible to receive holiday pay.
- F. Part time employees who work on the holiday will receive payment per Article 13.12; if a Part-time employee is not scheduled to work on a holiday their holiday pay will be prorated based on the number of hours worked in the previous pay period. (i.e., 40 hours in preceding 80 hour pay period = 4 hours holiday pay).

ARTICLE 10 VACATIONS

SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES

Vacation payments are calculated per Article 13.12

Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer or on the contract, whichever is longer, (vacation benefit is based on the employee's anniversary date and if an employee changes from part-time to full time their original date of hire represents their anniversary date for calculating benefits). Payment for vacation benefit will be made at the hourly rate of pay at the time payment is made in accordance with the following schedule:

Employees earn vacation in accordance with the following schedule and vacation is awarded on the employee's anniversary date: and appears in their vacation bank in the pay period following the anniversary date.

Upon completion of one (1) year of service: 80 hours

Upon completion of five (5) years of service: 120 hours
Upon completion of (10) years of service: 160 hours
Upon completion of (15) years of service: 200 hours

An Employee may carryover up to a maximum of one half of their vacation balance tier as contained in Section 10.1 of the Agreement anniversary date to anniversary date.

An Employee's vacation balance may only be cashed out upon their anniversary date provided the Company is notified in writing at least thirty (30) days in advance that the employee wishes to have their vacation balance cashed out upon their anniversary date. When cashed out an employee will be paid at their wage rate at the time of the vacation payout.

SECTION 10.2 ELIGIBLE PART-TIME EMPLOYEES

Part-time Employees are eligible for vacation benefits at half the rate of a full-time bargaining unit member and can carry-over one half of their annual vacation accrual. Any amount in excess of that amount will be paid within two (2) pay periods following the pay period containing their anniversary date.

A Part-time Employee's vacation balance may only be cashed out upon their anniversary date provided the Company is notified in writing at least thirty (30) days in advance that the employee wishes to have their vacation balance cashed out upon their anniversary date. When cashed out an employee will be paid at their wage rate at the time of the vacation payout.

SECTION 10.3 SCHEDULING VACATIONS

Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Employees who cash out all vacation time are not entitled to participate in the vacation selection process, nor take vacation during the year unless approved under the guidelines for Leave Without Pay, as outlined in Article 11.

For purposes of requesting and scheduling vacation, Transportation, Armed Posts and Un-Armed Posts will be handled separately.

The following procedure will be utilized for all Uniformed Employees:

- **On October 1st each year Uniformed Employees will be given notice to begin preparation for vacation. Commencing on November 1st and ending no later than November 30th each employee will be afforded the opportunity to sign up for vacation time off. The process is limited to vacation selections of one (1) week in forty (40) hour blocks up to a maximum of two (2) weeks in the first round. It is understood that the forty (40) hour blocks are not inclusive of an Employee's RDOs. This process shall cycle again for a second round using the above mentioned steps until all allowed calendar weeks have been selected or all employees have been given another opportunity to select, whichever comes first. The process must be concluded no later than December 10th each year. The process will begin with the most senior employee on the assigned shift. RDO = Regular Day Off.**

- All full time employees must be ready to select when asked. If not ready, the employee will be passed over and then select what is available when ready. Considerations will be made for those employees that may be resting after their shift has ended.
- Selection will continue until the least senior employee on the assigned shift at the time has been given the opportunity to select scheduled time off.
- Any employees may also submit a written request for one or more days off for the following year after November 1st. Approval of additional time off will occur once all employees have been afforded the opportunity to select dates during the “Scheduling of Vacation” process. Awarding of additional time off will be based on the date of the request and availability of the time requested.
- The number of employees off at one time per shift is up to the discretion of the Company, provided all bargaining unit employees are afforded an opportunity to take their available vacation time off.
- Results will be posted within fifteen (15) calendar days. In the event that the vacation schedule cannot be posted within fifteen (15) days it will be posted no later than the 15th of December of the current calendar year.
- **Subject to management approval, to cancel vacation days up to a forty (40) hour block of vacation employees must submit a formal request at least fourteen (14) days prior to the vacation start date.**
- **Employees may cancel a single vacation day within two (2) weeks prior to the starting date.**

All other vacation requests must be made in writing not less than two (2) weeks prior to the proposed vacation dates. The Company will respond to these other requests in a timely manner.

SECTION 10.4 TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year’s earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period.)

SECTION 10.5 VACATION – LAID OFF EMPLOYEES, MILITARY LEAVE, UNPAID ABSENCE

Length of service with the Employer shall accrue for the purposes of vacation benefits while an employee is on laid-off status for up to one (1) year, or for the duration of Military leave. However, Employees who are laid off/on Military Leave/Unpaid Absence do not earn vacation hours while laid off/or on Military Leave/Unpaid Absence. These employees will retain their original anniversary date, and when they return to work, will be awarded their vacation based on continuous service then in effect for vacation hours earned. For example, an employee is laid off or goes on Military Leave who has 4 ½ years of service. The employee returns after an 11 month absence and then reaches his/her anniversary. The employee will be given credit for over five years’ service and the five year vacation increment.

Exception: Vacation continues to accrue for employees on FMLA; however, if the FMLA is converted to approved unpaid absence due to extending beyond 12 weeks, vacation will no longer accrue during the extended period of unpaid absence.

Specifically, if an employee is in a non-pay status/unpaid leave (including Worker’s Compensation absence) for any period of time, the employee does not earn vacation, sick leave, or holiday pay. When an employee

returns from such absence, and his/her anniversary occurs, vacation entitlement on the anniversary will be prorated to reflect actual hours worked prior to the absence and after the absence during the employee's work year from his last anniversary to the next. For example, Officer Doe's anniversary is May 15, 2013. He goes out on FMLA from August 15 to November 14 (12 weeks); and then requests further unpaid medical absence through January 14, 2014. When his anniversary occurs on May 15, 2014, his vacation entitlement would be 10/12ths of this regular annual entitlement due to the period between November 15, 2013 and January 14, 2014. Vacation and sick time used during absences, that otherwise would have been unpaid, count as hours "worked" for the above computation.

SECTION 10.6 VACATION INCREMENTS

Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of less than one (1) week each. Vacation must be taken in a minimum of one (1) day, eight (8) hour increments. Employees on a regular eight (8) or ten (10) hour work schedule are required to take vacation in the same increments. When the facility is in a mandatory 12 hour shift operation (and not a regular eight (8) or ten (10) hour shift schedule), excluding daily overtime situations, the employee may elect to use eight (8) or twelve (12) hours of vacation.

ARTICLE 11 LEAVES OF ABSENCE

Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days.

SECTION 11.1 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated, herein. Employees must have been employed by the Company for at least 12 months and must also have worked at least 1,250 hours during the preceding 12 month period to be eligible for FMLA.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During an approved medical leave, the Employee shall be required to furnish status reports from their medical provider(s) to the Company's third party Administrator when requested by either the third party administrator of the Company. Upon the expiration of said leave, the Employee shall furnish the Employer, through the 3rd Party Administrator, with a statement, signed by the attending physician that establishes the fitness of the Employee to return to the Employee's previously held work. Fitness to return to duty examinations are limited to the injury or illness requiring the medical leave. Employees will not be subjected to examinations amounting to a pre-employment physical when returning from Medical Leave unless there were multiple symptoms that require a thorough evaluation.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the Company, the Employee will be removed from employment with employer.

- E. Once an employee has been cleared to return to duty by the Company doctor and the reactivation of the ICE clearance, or approval by the Government, the employee will be placed back to work within three business days.
- F. Employees will be required to use vacation in conjunction with FMLA. Vacation days may not otherwise be used to cover absences due to illness or “call-offs”.
- G. Doctor’s note from outside the United States will not be accepted.

SECTION 11.2 MILITARY LEAVE

An Employee of the Company who is activated, volunteers, or is drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave. Leave known in advance, such as drill etc., which the Employee receives orders or notices, will be provided to the Employer as soon as known for scheduling purposes.

SECTION 11.3 UNION LEAVE

The Company agrees to grant five (5) days, at one time, of Union Leave without pay to Union Officers (Maximum of four (4) Employees, with no more than three (3) per shift), as long as staffing permits, upon 14 days written request for the purpose of attending Union Conventions, or other meetings of vital interest to the Union. Elected or appointed Union Officers may take Union Leave for local meetings with a five (5) day notice.

SECTION 11.4 PERSONAL / SICK LEAVE

Both the Company and Union recognize Executive Order 13706 for the purpose of this Collective Bargaining Agreement.

- A. All full-time employees are entitled to accrue up to 96 hours of sick leave per year beginning on the first day of New Hire Training and subsequent Anniversary date thereafter.
- B. Sick leave will accrue at the rate of 3.6924 hours per pay period for full-time employees.
- C. All part-time employees are entitled to pro-rated sick leave based on hours worked.
- D. Sick leave for part-time employees will accrue at the rate of 1 hour for every 30 hours worked, not to exceed 56 hours.
- E. Sick leave may be used as soon as it is earned.
- F. Accrued, unused sick leave up to 56 hours will be carried over to the next year. Accrued, unused sick leave over 56 hours will be paid out on the employee’s anniversary date.
- G. Sick leave will be available for use in increments of 1 hour or more, not to exceed 8 hours in a single day unless requested by the Employee. Unpaid hours beyond 8 hours while on 12 hour shifts will be considered excused.
- H. Employees using paid sick leave will be entitled to the same regular pay and benefits they would have received had they not used the leave. Except that sick leave will not accrue when the employee is on FMLA, Military, Work Comp or any other unpaid leave of absence.
- I. Upon termination/resignation, employees will be paid for any accrued, unused sick leave at the day shift base rate, excluding any fringe additions.

- J. Employees may use paid sick leave for an absence resulting from the following:
1. Physical or mental illness, injury, or medical condition of the employee;
 2. Obtaining diagnosis, care, or preventive care from a health care provider by the employee;
 3. Caring for the employee's child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or need for diagnosis, care, or preventive care as described in the EO or;
 4. Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in the EO or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, or assist an individual related to the employee as described in the EO in engaging in any of these activities.
- K. **Any Employee who is unable to report to work because of sickness must notify the Employer at least four (4) hours prior to the beginning of his/her regular shift unless an unforeseen event prevents notification. If the employee has insufficient sick leave to cover the entirety of the absence the absence will be deemed unexcused. Unexcused absences will also occur when an employee with available sick leave calls off and fails to provide proof of illness/incapacitation from a US licensed medical provider after three (3) consecutive days of absence. Proof of illness will also be required if the employee has developed a pattern of absenteeism at which point medical substantiation from a MD or DO may be requested by the Company, to be produced by the Employee within 24 hours of return to work. If an employee does not have enough sick time available, they will be required to submit a doctor's note for any days missed. The Company may require the employee to submit the related document prior to returning to work. Failure to adhere to the notification schedule or calling off with inadequate sick leave may result in disciplinary action.**
- L. An Employee may schedule the use of sick leave in advance with approval of the shift or scheduling supervisor. Sick time cannot be denied for a medical condition requiring immediate attention as directed by a medical professional . Vacation time will be used in addition to sick time to cover the leave.
- M. **The parties agree that as long as the amount of sick time in the CBA is greater than or equal to that required by the State, employees covered by this Agreement will not earn or accrue sick leave under Arizona law. Instead, they will receive sick leave only as described in this Agreement. Pursuant to A.R.S. § 23-381, the parties expressly agree that the sick leave provisions set forth in this Agreement shall supersede and waive the earned paid sick time requirements under A.R.S. § 23-372. Employees covered by this Agreement shall not accrue sick leave under Arizona state law, and instead, sick leave shall be provided exclusively in accordance with the terms negotiated in this Agreement.**

SECTION 11.5 JURY DUTY

Full time Employees with one or more years of continuous service will be reimbursed up to 5 (five) days in any calendar year for any loss of income during their otherwise scheduled workweek for time spent on Jury Duty. Employees must inform their supervisor and provide the Jury Duty notice immediately upon receiving a notice to report for Jury Duty. The Employee reserves the right to request an exemption when the Employer determines that the Employee's absence would create hardship. Jury duty is reimbursed at the day shift rate excluding fringe benefits/additions to pay.

SECTION 11.6 BEREAVEMENT LEAVE

If necessary for an Employee to lose time from work because of a death in the immediate family, the Employee shall be entitled to paid bereavement leave, excluding scheduled days off, as follows:

Immediate family is defined as an Employee's:

- A. Father, Mother or Adoptive or Current Step Parent(s) – 5 days**
- B. Spouse/domestic partner – 5 days**
- C. Child (including legally adopted children and/or step children) – 5 days**
- D. Sister or Brother – 5 days**
- E. Father or Mother In Law – 5 days**
- F. Sister or Brother In Law – 5 days**
- G. Son or Daughter In Law – 5 days**
- H. Grandparent (Grandparent In Law) – 5 days**
- I. Grandchild -5 days**

Bereavement leave may be taken on up to two separate occasions, if needed. Once upon notification of the loss of a family member and once to attend services held at a later date—provided that both occasions occur within 30 days of the date of death and the total leave taken does not exceed the employee's bereavement leave entitlement, special circumstances beyond 30 days will be addressed on a case by case basis.

The Employer reserves the right to verify all bereavement leave requests and will require proof of the death for which the Employee requests leave. Should employees require additional time off due to bereavement; the company may grant vacation/sick leave or unpaid time off at its sole discretion, subject to staffing availability to cover the additional absence.

SECTION 11.7 ABSENTEEISM FROM DUTY

No Call, No Show" Definition and Consequences

A "no call, no show" occurs when an employee fails to report to work as scheduled without providing prior notice in accordance with the Company's call-off procedure.

For example, if an employee neither complies with the required notification timeframe nor reports to work, the absence will be considered a "no call, no show."

In such cases, if the Company has already reassigned the shift or required another employee to cover the absence, it reserves the right to send the original employee home without pay should they later arrive for work.

If an Employee comes to work late (tardy), the Employee does not have an acceptable excuse they will be subject, based upon their record, to counseling or corrective action and not for a no-call/no-show, provided the employee has notified management of his/her pending tardiness within 30 minutes of their shift start time. Showing up more than 30 minutes after the start of a shift without notification will be subject to formal disciplinary action.

In the event that an unforeseen situation prevents an Employee from reporting to work, report to work on time, or notifying the office prior to the scheduled shift, the Employee must contact the appropriate supervisor as soon as possible and explain the failure to report call or report for duty. Explanations are

subject to verification. Verifiable unforeseen situations will be reviewed as to appropriateness and may not constitute disciplinary action, the Company will have sole discretion as to whether or not the situation is excused. Unverified and unexcused absences from duty will result in disciplinary action. Unforeseen situations include but not limited to a medical situation that needs immediate attention, family emergency or death, accident.

SECTION 11.8 VOLUNTARY LEAVE

When the Officer has been selected, the Officer will then sign a voluntary leave form which will be maintained by Management. The Officer will be able to leave without pay, use a sick day, or use a day of annual leave. The voluntary Departure List will be maintained by Management, and by request, a copy of said list will be made available to the Union.

In the event that Management has scheduled more Officers than required for shift operations, management will compose a voluntary list before the start of the shift that will give any full-time officers the opportunity to leave voluntarily. The selection process will be based on seniority. The Officer, who signed the list that has the most seniority and has not gone home, will be selected.

ARTICLE 12

HEALTH AND WELFARE FRINGE BENEFIT, 401K, UNIFORM & LICENSE MAINTENANCE ALLOWANCES

Section 12.1 For the term of this Agreement, employees who are regularly scheduled to work at least thirty (30) hours per week shall be eligible to participate in the Employer's Company-sponsored benefit plans, including the 401(k), in accordance with the terms and conditions of the applicable plan documents and as they may be amended by the Employer from time to time.

Eligibility for new hires shall be determined in accordance with the applicable Company benefit plan documents. The Employer will make Health and Welfare fringe payments for all hours paid, including vacation, holidays, and sick leave, up to a maximum of forty (40) hours per week and 2,080 hours per contract year, as described in Appendix A.

Section 12.2 The Employer will apply Health and Welfare funds toward the cost of Company-sponsored benefit plans, including medical, dental, vision, basic life insurance, basic accidental death and dismemberment (AD&D) insurance, short-term disability, long-term disability, Third party administrator fees, and applicable dependent coverage. Any remaining Health and Welfare funds will be contributed to the employee's 401(k) plan, in accordance with the terms of the applicable plan documents.

SECTION 12.3 UNIFORM, HEADGEAR, UNIFORM ALLOWANCE, LICENSE ALLOWANCE:

Uniforms and Headgear. The Employer will provide newly hired Bargaining Unit Employees with the uniforms, protective vest and accessories required to perform duties and responsibilities of their assignment. Employees may request up to two (2) replacement uniform (i.e. one shirt and one pair of pants) as they become worn/damaged per year at no cost to the Employee. Management may direct uniform/duty gear replacement as well at no cost to the Employee. The Company will determine the

type of uniform/duty gear to be worn/used. Replacement of uniforms that are not worn or damaged in the course of performing duties will be the sole responsibility of the employee. Such replacement costs will be accomplished through the use of a voluntary payroll deduction form. Employees shall have the option to provide their own protective vests, at their own expense, provided that the vest be approved by management in advance and such vest conforms with any Government Contract requirements.

Headgear is provided but is optional at the employee's discretion except when assigned to the kitchen post. During cold weather a black watch cap may be worn in lieu of a ball cap. Boonies-style hats may be worn. Religious clothing, to include head-dresses, must conform to the same color/style of the authorized AGS shirts, or must be neutral in color (black, tan, subdued natural colors) with no patterns. Exceptions may be requested with a written memo from the employee. All headgear must contain the Company logo.

ARTICLE 13 MISCELLANEOUS PROVISIONS

SECTION 13.1 BULLETIN BOARDS

The Employer will make available to the Union the existing bulletin board designated for union use. The Company will provide the Bulletin Board keys Union Financial Secretary bulletin board that will be used by the Union for posting of notices of meetings, elections, appointments, recreational and social affairs, and other Union notices.

SECTION 13.2 PHYSICAL EXAMINATION

The Employer has the right to choose the physician who will perform any physical exam that may be required. Medical exams may be required by the US Government contract, or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic at its discretion. Physical fitness is an important job requirement. Employees must pass the medical exam prescribed by the Company's contract with the US Government in order to be employed and to maintain employment.

The Company will offer all employees Hepatitis screening and vaccinations as required by OSHA. The company agrees to have all employees T.B. tested once every year.

The Employer will pay for the time required for the Employee to take required physical exams. Time for any exams requiring more than two (2) hours must be pre-approved by the site supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into the Project Manager or designee to inform them of the delay and request approval for additional time.

SECTION 13.3 DRUG AND ALCOHOL PROGRAM

The Parties recognize that, given the safety and sensitivity of the environment, and the nature of the work performed by the Company and its Employees, the use of controlled substances or alcohol on the job poses a substantial risk to all Employees, the detained population, the Company, and to members of the public.

To prevent or limit such risk, and pursuant to the Company's policy to maintain a drug-free workplace, random drug and alcohol screening will occur. Such policy shall be subject to revision by the Company by mutual agreement with the Union. The Company will pay for any time used by an Employee taking an initial drug test that finds a negative result.

A Company representative, supervisor or manager, will transport an employee to the hospital or testing site when circumstances are deemed necessary due to probable cause and/or safety.

SECTION 13.4 UNION MEETINGS

Neither Union Officials nor Union Members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings or any kind for the transaction of union business, or conduct any Union activity other than the handling of grievances as described in this agreement. No Employee may leave their post without permission from their Supervisor under any circumstances. No Employee may be at the worksite at any time unless engaged in company approved activities. With prior approval from the Project Manager, Local Representatives may distribute items to Members such as forms or documents pertaining to retirement plans or insurance programs. Any such distribution must be conducted during authorized breaks and cannot interfere with the operations of the facility.

SECTION 13.5 UNION PRESENTATION

Local Union Committee Members will be afforded an opportunity, at no cost to the company, to address newly hired Detention Officers and provide each of them with both verbal and written information regarding the Union and employment at the Florence Service Processing Center. Written information as well as dues cards will be provided by the Union for distribution at these meetings. The Project Manager and Training Department Personnel will determine time allotted for said audience.

Should it be determined that due to time limitations the above audience is not possible during formal orientation, the Project Manager will make available a time for newly hired Detention and Transportation Officers to meet with Local Union Committee Members. At least one Local Union representative shall be released from work on unpaid administrative leave to attend said meeting.

In an effort to promote Union/Management relations, the Local extends an open invitation to the Project Manager to attend all such initial greetings as an observer, with the understanding that in the capacity of an observer, they are not to interfere with the Union presentation.

SECTION 13.6 MANAGEMENT & LABOR RELATIONS

In the interest of good communications, the Company and the Union agree to meet for the purpose of discussion on any issue of mutual interest. The Company and Union may agree to meet in an open forum discussion with up to three (3) representatives when necessary throughout the life of this Contract. Any Union members attending such a forum will be compensated as if assigned to a normal work day post. It is understood that the purpose of such forum is the free exchange of views and the discussion of matters of mutual concern and that no agreement reached can violate any provision of the Collective Bargaining Agreement. The above language does not infringe on the Company's retained rights to appropriately manage the contract.

SECTION 13.7 ACCESS TO PERSONNEL FILES

As possible, and in accordance with applicable laws, the Union shall have access to personnel records of an Employee in conjunction with the investigation of a grievance or for use in arbitration. The Union shall maintain the confidentiality of all information contained therein. Any employee may view their own file by submitting a written request. An employee submitting a written request must be granted access within ten (10) business days. Employees are entitled to copies of documents within their personnel file. The employer may charge a nominal fee for the copies.

SECTION 13.8 CONFIDENTIALITY OF MEDICAL RECORDS

To ensure strict confidentiality, only authorized representatives of the Employer, or authorized Union Representatives, with the Employee's written permission, shall possess or have access to any Employee medical records, including sick leave affidavits, records prepared by a private physician, rehabilitation facility, or other resource for professional assistance. Every employee has a right to view their medical records and obtain copies of documents upon written request submitted by the employee. The employer may charge a nominal fee for the copies.

SECTION 13.9 GUARD CARDS & PERMITS

Individual employees are responsible for paying for initial guard permits, weapons permits, commercial driver's licenses, and other license or permit associated with performance of their duties and renewals for such. Copies of required licenses and permits will be provided to the Company upon request. Required permits will be carried during working hours. All Employees shall submit a copy of the license to the Company prior to expiration of the license. It is understood that employees will be subject to disciplinary action for failing to maintain their credentials and licensing. It is further understood that employees are unable to perform work on this contract without a valid Guard Card. To that end, employees will be placed on administrative leave without pay until the time they are in possession of a valid Guard Card. The Company will make a reasonable effort to notify employees of pending expirations.

SECTION 13.10 TRAINING

The Company agrees to pay Employees for required and mandated government and/or Company training to the extent required by the contract between DHS and the Company at the appropriate Wage Rate in Section 8.2 (Day shift base rate, including fringe benefits), calculated per Article 13.12.

Employees shall be given fourteen (14) days notice of any scheduled training they are required to attend. When an unexpected vacancy in the training schedule occurs the Company may fill the vacancy with any employee that has not completed the required training. Employees who must attend training in order to be recertified shall be scheduled for the necessary training sufficiently in advance of the scheduled expiration of their current certification(s) to ensure that they can complete the training before their certification expires.

Any state required certification training for maintenance of guard cards, permits, licenses, if not offered by the company during annual refresher training and reimbursed by the government is at the expense of the employee.

This section will not apply to probationary employees.

SECTION 13.11 WAGE PAY & CALCULATIONS

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

Employees shall receive not less than the wage rates as set forth in Article 8.2 which is presented in chart form at Appendix A to this agreement.

Term	Calculation/Definition
Anniversary Date	The date of hire.
Seniority Date	The first day the employee began working for a predecessor contractor or the Anniversary Date whichever is earlier.
Facility Seniority Date	The first day an employee began working in the facility if transferred from another facility
Shift Seniority Date	The first day an employee began continuous service on a given shift.
Vacation/Sick Leave Accrual Date	The first day the employee began working for a predecessor contractor or the Anniversary Date whichever is earlier.
Full Time Employee	An employee regularly scheduled to work at least thirty-five (35) hours per week or seventy (70) hours in a pay period.
Part Time Employee	An employee regularly scheduled to work less than 35 hours per week.
Hour Worked	An hour worked at a productive post and/or an hour spent in annual training or OJT.
Fringe Benefits to Pay	Refers to shift differential, , H&W, Pension; fringe benefits, except shift differential are NOT payable for more than 40 hours per week/2,080 hours per year.
Base rate/Base Wage Rate	Day shift base hourly rate.
Overtime (OT) rate	1.5 times Base Wage Rate (excludes H&W/Pension.
Regular rate	Base rate plus Shift Differential (if applicable) H&W, Pension.
Training rate	Regular rate minus shift differential
Holiday Pay	Base rate times 8 hours (prorated for Part Timers)
Total Holiday Worked Rate	Base Rate x 1.5 plus: 1.0 times shift differential, for all hours worked on the holiday + holiday pay, H&W/Pension on all hours worked (up to 40 in week holiday occurs)
Overtime calculation when Holiday is included in the workweek	If an officer works more than 40 hours during a holiday week, any hours over 40 during the week are paid at OT rate. In addition the officer receives the Holiday Worked Rate plus 8 hours holiday pay. Thus the regular OT is calculated as if there were no holiday, and then the holiday pay is added on.
Vacation Rate Cashed in	Base Rate; no benefits or allowances

Term	Calculation/Definition
Vacation taken as time off	Base Rate plus H&W/Pension (up to total of 40 hours in a pay week)
Sick Leave Cashed in	Base Rate; no benefits or allowances
Sick Leave taken as time off	Base Rate plus H&W/Pension (up to total of 40 hours in a pay week)
Bereavement Leave	Base Rate
Jury Duty Pay	Base Rate (payment not made until proof of service presented; court work absence excuse note signed by the court required to receive payment; jury summons does not suffice)
Shift Differential	Employees are paid shift differential based their regular shift rate including muster, walk time or post shift work requirements, such as report writing. If an employee is held over or called in early, the employee is paid for the appropriate shift differential for the period of the hold over, or call in.

SECTION 13.13 EMPLOYEE MUSTER

Subject to ICE approval the Company will identify a suitable location for each shift muster that takes into consideration the environmental issues such as weather and noise.

ARTICLE 14 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the US Government, who is responsible for the condition and safety of the worksite. However, employees are expected to take an active role in their own safety and the safety of their coworkers. Safety is a shared responsibility, and it is essential that all employees comply with this policy to help create a culture of safety at the workplace. Every employee is expected to adhere to safe work practices, follow established safety procedures, and actively participate in fostering a culture of safety. Employees have an individual responsibility to protect themselves and others by avoiding negligent or unsafe behavior.

ARTICLE 15 CONTINUITY OF OPERATIONS

SECTION 15.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of the utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the

Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.

- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to prompt termination.

SECTION 15.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employee covered in this Agreement.

ARTICLE 16 ENTIRE AGREEMENT

The Parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained were arrived at after free exercise of such rights and opportunities.

The Union or the Company will prepare the final draft of this document for signatures of both parties.

Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the terms of this agreement, except as specifically provided for in other provisions of this agreement. Except as expressly set forth in this Agreement, the Company shall not be obligated to continue any practice that was or may have been in existence prior to the signing of this Agreement and the continuation or modification of any such practice, shall not be considered as creating an obligation to continue that or any other practice.

ARTICLE 17 SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared invalid by reason of existing or subsequently enacted legislation or by a judgment of any court of competent jurisdiction or administrative agency acting within the scope of its lawful jurisdiction, the invalidity of a portion of this Agreement shall not invalidate the whole, and all remaining provisions shall remain in full force and effect.

In the event that any provision herein shall be rendered or declared invalid and/or unenforceable as a result of legislation or a judicial or administrative judgment or arbitral award, either the Company or the Union may request collective bargaining for the purpose of negotiating a replacement provision that is designed to address the subject of the provision that has been determined to have been invalid, and the other party shall be required to meet and confer for that purpose within thirty (30) days after receiving such request, unless there is an appeal of the invalidity determination that remains pending, in which case the parties shall meet and confer regarding a replacement provision within thirty (30) days of the final disposition of any such appeal, if the disposition affirms, in whole or in part, the finding of invalidity. Any negotiations that take place as a result of a request made in accordance with the preceding sentence shall be limited to the issue of

reaching agreement on a replacement for the invalid provision unless both parties expressly consent in writing to engage in negotiations regarding other subjects in such bargaining session.

ARTICLE 18 UNION SECURITY

- A. An employee shall not be required, as a condition of employment, to pay money to the Union, or to become a member of, or continue membership in, the Union, if he/she is employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment. (Arizona is considered a "Right to Work" state and prohibits union membership as a "condition of employment.")
- B. Employees who elect to become dues paying union members will meet the requirement of being members 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. Communications Workers of America*, 487 U.S. 735 (1988).
- C. The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card incorporated as Appendix C provided by the Union. The Employer shall not be a party to any enforcement of the provisions of this Article, nor shall it be obligated to take any action against any employee not adhering to his or her obligations hereunder. The Company shall make deductions, evenly split among the first two (2) paychecks of each month. Those months in which there is a third paycheck there will be no deductions on the third paycheck. The Company will remit all such deductions, through ACH, to the Union no later than the twentieth (20th) of the month following the month in which the deduction(s) were made.
- D. The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.
- E. The Union agrees to indemnify the Employer against any loss or claim which may arise as a result of the Employer's compliance with the union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it and to reimburse the employer for any member action resulting in any costs to the Employer related to Article 18.
- F. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including but not limited to any Executive Orders permitting or restricting union security rights. The Union agrees to hold the Company harmless against any claims, suits, judgments, legal fees, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section.
- G. If any provision of this Article is determined to be invalid under the law of any state in which employees covered by this Agreement are employed, the remaining provisions of this Article shall remain in effect

to the extent reasonably practicable and the affected provision shall become null and void. It is specifically acknowledged and agreed that dues deductions shall cease in the event of: (1) a strike during the term of this agreement; or (2) upon contract expiration or termination.

ARTICLE 19 DURATION

Section 19.1 This Agreement shall be effective as stated in the Preamble of this Agreement and it supersedes any and all prior agreements or understandings of the parties. It is expressly agreed and understood that the wage and fringe benefit rates agreed to herein are the product of concessions and compromises by the parties during the negotiations which resulted in the Agreement; that this Agreement contains and comprises the entire agreement and understanding between the Parties regarding wage and fringe benefits; and that this Agreement displaces any and all prior wage and fringe benefit obligations or requirements of the Company. The Agreement shall remain in force and effect until 2400 hours on September 30, 2029, and shall remain in force and effect from year to year thereafter unless, not less than sixty (60) days prior to the anniversary of the Agreement, either party gives notice of its intention to modify or terminate this Agreement.

Section 19.2 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to September 30, 2029, or any subsequent September 30, give written notice to such effect. Within ten (10) days after receipt of said notice, a conference will be arranged to establish a schedule for negotiations in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

Section 19.3 - Waiver of Bargaining Rights and Amendments to Agreement

The parties acknowledge that, during the negotiation which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed, by law from the area of collective bargaining, and all understandings and agreements reached by the parties are set forth in this Agreement. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not (a) such matters are specifically referred to in this Agreement, (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement, or (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. As used in this Section 21.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party.

Section 19.4 - Integration

This Agreement and the addendum attached hereto contains the entire understanding, undertaking, and agreement of the Company and the Union, and: finally determines all matters of collective bargaining for this term. Changes to this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Company and the Union.

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

For the United Federation LEOS-PBA, on behalf of its Local #777	
Name	
Title	
Signature	
Date	
Name	
Title	
Signature	
Date	
For Akima Global Services, LLC (AGS)	
Name	
Title	
Signature	
Date	

APPENDIX A

Pay Element	Classification	Current	FFPP October 2026 (\$4.00)	FFPP October 2027 (2.5%)	FFPP October 2028 (2.5%)
Base Hourly Wage	Detention Officer (DO)	\$31.02	\$35.02	\$35.89	\$36.79
	Armed DO	\$31.59	\$35.59	\$36.48	\$37.39
	Armed Transport Officer	\$32.14	\$36.14	\$37.04	\$37.97
H&W	All Classifications	\$5.60	\$5.80	\$5.90	\$6.00
401k	All Classifications	\$1.57	\$1.67	\$1.72	\$1.77
Shift Differential	Swing Shift 1400 – 2200	4%	4%	4%	4%
	Grave Shift 2200 – 0600	6%	6%	6%	6%

All economics will be effective the first full pay period of the month indicated on the chart of the effective year in the above table.

Note: Shift differential does not apply to “guard mount/walk time”; instead employees will be paid according to the shift differential for shift worked; if an employee starts a shift during the day shift for guard mount purposes/muster, and ends on the swing shift for walk time purposes, the officer would be paid all hours at the Day shift rate. The same payment plan would apply to all shifts. If an employee is held over more than 30 minutes, shift differential for the succeeding shift would apply.

APPENDIX B

Written or Verbal Warnings: offenses could result in a documented verbal or written warning	Suspension: offenses could result in a suspension	Suspension & Final Warnings: offenses could result in a suspension and final warning	Terminations: Offenses could result in termination and any proven offense after a Final Warning.
Poor uniform appearance or hygiene.	2nd Poor uniform appearance or hygiene- 2 Days	3rd Poor uniform appearance or hygiene 5 Days & Final Warning	4th Poor uniform appearance or hygiene
Failure to complete required paperwork.	2nd Failure to complete required paperwork- 2 Days minimum	3rd Failure to complete required paperwork- 5 Days minimum & Final Warning	4th Failure to complete required paperwork.
Having unauthorized reading material on post.	2nd Having unauthorized reading material on post- 2 Days	3rd Having unauthorized reading material on post- 5 Days & Final Warning	4th Having unauthorized reading material on post.
Failure to call off within 4 hours of reporting time OR Unexcused absences such as calling off without available sick leave (not documented by a U.S. licensed Doctor's note- limited to 2 in a five-month rolling period) (Written Warning).	2nd Failure to call off within 4 hours of reporting time OR Unexcused absences such as calling off without available sick leave (not documented by a U.S. licensed Doctor's note- limited to 2 in a five-month rolling period) - 2 Days	3rd Failure to call off within 4 hours of reporting time OR Unexcused absences such as calling off without available sick leave (not documented by a U.S. licensed Doctor's note- limited to 2 in a five-month rolling period)- 5 Days & Final Warning	4th Failure to call off within 4 hours of reporting time OR Unexcused absences such as calling off without available sick leave (not documented by a U.S. licensed Doctor's note- limited to 2 in a five-month rolling period)
Reporting late to post from break	2nd Reporting late to post from break, in a 12-month rolling period 2 days	Reporting late to post from break in a 12-month rolling period 5 days & Final Warning	Reporting late to post from break in a 12-month rolling period
Violations of timekeeping policy (not including falsification of time records).	2nd Violation of timekeeping policy (not including falsification of time records). 2 Days	3rd Violation of timekeeping policy (not including falsification of time records). 5 Days & Final Warning	4th Violations of timekeeping policy (not including falsification of time records).
Leaving the Facility with Keys. (Written Warning)	2nd Leaving the Facility with Keys- 2 Days	3rd Leaving the Facility with Keys- 5 days & Final Warning & Final Warning	4th Leaving the Facility with Keys.
Departing or entering facility without properly swiping PIV. (Written Warning)	2nd Departing or entering facility without properly swiping PIV- 2 Days	3rd Departing or entering facility without properly swiping PIV- 5 Days & Final Warning	4th Departing or entering facility without properly swiping PIV.
Two (2) documented Lates within a rolling 12- month period. (Written Warning)		3rd Documented late within a rolling 12- month period will result in 5 Days suspension & Final Warning	4th Documented late within a rolling 12-month period

Discourteous behavior towards public, client, other contractors, or fellow employee while on duty or in uniform. (Written Warning - Minimum)		2nd Discourteous behavior towards public, client, other contractors, or fellow employee while on duty or in uniform- 5 Days minimum & Final Warning	3rd Discourteous behavior towards public, client, other contractors, or fellow employee while on duty or in uniform.
Failure to abide by company policies of a lesser offense.		2nd Failure to abide by company policies of a lesser offense- 5 Days minimum & Final Warning	3rd Failure to abide by company policies of a lesser offense
Parking personal vehicle in an unauthorized area while on duty.		2nd Offense of Parking personal vehicle in an unauthorized area while on duty – 5 Days & Final Warning	3rd Offense- Parking personal vehicle in an unauthorized area while on duty.
Subverting chain of command.		2nd Offense- Subverting chain of command – 5 days & Final Warning	3rd Offense- Subverting chain of command.
	1st Safety Violation- 5 Days minimum	2nd Safety Violation- 5 Days minimum & Final Warning	3rd Safety Violation.
1st Violations of ICE FSCP Post Orders, SOW & references, to include PBNDS and ACA, and other required responsibilities or duties- (Written Warning Minimum)	2nd Violations of ICE FSCP Post Orders, SOW & references, to include PBNDS and ACA, and other required responsibilities or duties- 2 Days Minimum	3rd Violations of ICE FSCP Post Orders, SOW & references, to include PBNDS and ACA, and other required responsibilities or duties- 5 Days Minimum & Final Warning	4th Violations of ICE FSCP Post Orders, SOW & references, to include PBNDS and ACA, and other required responsibilities or duties.
	1st Incident of Inappropriate conduct- 2 Days Minimum	2nd Incident of Inappropriate conduct- 5 Days Minimum & Final Warning	3rd Incidents of Inappropriate conduct.
	1st Violation of non-security related Performance Standards and other requirements- 2 Days	2nd Violation of non-security related Performance Standards and other requirements- 5 Days & Final Warning	3rd Violation of non-security related Performance Standards and other requirements.
		1st Unauthorized distribution of written materials while on duty- 5 days & Final Warning	2nd Unauthorized distribution of written materials while on duty.
		1st Discussions about security procedures with people outside of AGS or ICE personnel- 5 Days Minimum & Final Warning	2nd Discussions about security procedures with people outside of AGS or ICE personnel.
		1st Any misuse, abuse, or loss of AGS or Government equipment, weapons, or credentials- 5 Days & Final Warning	2nd Any misuse, abuse, or loss of AGS or Government equipment, weapons, or credentials.

			Introduction of Contraband, including cell phones or electronic devices into the facility.
		1st Disclose information from Detainee file or immigration cases- 5 Days minimum & Final Warning	2nd Disclose information from Detainee file or immigration cases
		1st Display of Favoritism or preferential treatment to one detainee group over another- 5 Days & Final Warning	2nd Display of Favoritism or preferential treatment to one detainee group over another.
		1st No Call/ No Show 5 Days & Final Warning	2nd No Call/ No Show in a rolling 12-month period.
		1st Negligence and Dereliction of Duty, failure to conduct pat down searches as required, bad counts- 5 Days minimum & Final Warning	2nd Negligence and Dereliction of Duty, failure to conduct pat down searches as required, bad counts.
		1st Insubordination or Failure to Carryout Assigned Tasks; refusing task assignment or post- 5 Days minimum & Final Warning	2nd Insubordination or Failure to Carryout Assigned Tasks; refusing task assignment or post.
			Harassment or Discrimination of any kind resulting in a hostile work environment.
			Excessive and/or unauthorized Use of Force
			Abusive language, angry shouting, or other aggressive behavior (directed at anyone: detainees, fellow officers, clients, visitors).
			Being under the influence of drugs, alcohol or other intoxicants while on duty.
			Falsification or tampering with official Government or Company documents and/or equipment.
			Engaging in sexual activity on the job.
			Failure to maintain care custody and control of a detainee

			Enter into any business relationship with detainees or their family.
			Failure to report any Code of Conduct Violation
			Endangering fellow officers, detainees, public, etc. or conduct that creates a hostile environment between staff and detainees.
			Conduct that disrupts or endangers the orderly and secure operation of the facility.
			Sleeping on duty.
			Inappropriate Conduct, accepting tangible gift or intangible from detainee or family not within the scope of work.
			Outside or Social Contact with detainee, of family not within scope of job.
			Making false reports and/or statements, being untruthful during an official investigation, falsification of documentation and/or security checks.
			Failure to render assistance.
			Fraud, Theft, failure to report an arrest or conviction.
			Abandonment of Post