

2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM 900 WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WEBB COUNTY OF WEBB CNTY SHERIFFS OFC ADMIN 902 VICTORIA ST LAREDO TX 780404456	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18DIG000004
		10B. DATED (SEE ITEM 13) 02/28/2018

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 183157585  
---  
COR: Brenda Rice  
Phone: 210-283-4468  
Email: Brenda.Rice@ice.dhs.gov

ACOR: Jose Garcia Longoria  
Phone: 956-389-7806  
Email: JoseGarcia.Longoria@ice.dhs.gov

ACOR: Jose Torres  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRITTANY TOBIAS TEL: 202-732-2408      EMAIL: BRITTANY.TOBIAS@ICE.DHS.GOV
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CDCR18DIG000004/P00010

PAGE OF  
2 50

NAME OF OFFEROR OR CONTRACTOR  
WEBB COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Phone: 956-728-6683 Email: Jose.L.TorresJr@ice.dhs.gov</p> <p>ACOR: Brittney Messelt Phone: 956-728-6684 Email: Brittney.A.Messelt@ice.dhs.gov</p> <p>Contracting Officer: Ian Somppi Phone: 202-732-1066 Email: Ian.Somppi@ice.dhs.gov</p> <p>Contracting Specialist: Andrea Shaver Phone: 202-732-2864 Email: Andrea.Shaver@ice.dhs.gov</p> <p>Contractor POC: Stacey Cason Phone: 615-263-3027 Email: Stacey.Cason@corecivic.com</p> <p>There is no requisition associated with this modification.</p> <p>The purpose of modification P00010 is to</p> <ol style="list-style-type: none"> <li>incorporate Department of Labor (DOL) Wage Determination (WD) Collective bargaining Agreement (CBA) # 2021-0107, Revision 1 dated 04/21/2021 between the Federal Contract Guards of America (FCGOA) and CoreCivic at Webb County Detention Center in Laredo, TX into ICE IGSA 70CDCR18DIG000004. The CBA is effective from 12/01/2019-02/28/2023 with an effective date of 03/01/2021.</li> <li>incorporate DOL WD # 2015-5240, Revision 15 dated 06/27/2020 for Webb County, TX.</li> </ol> <p>--- Period of Performance: 03/01/2018 to 02/28/2023 All other terms and conditions shall remain the same.</p>				

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2021-0107  
Daniel W. Simms | Division of | Revision No.: 1  
Director | Wage Determinations | Date Of Last Revision: 04/21/2021

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Texas

Area: Texas County of Webb

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Employed on DHS contract commencing March 1, 2021, for detention and transportation services for DHS, ICE detainees at the Webb County Detention Center located in Webb County, TX.

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Collective Bargaining Agreement between CORECIVIC of Tennessee, LLC and Federal Contract Guards of America effective December 1, 2019 through February 28, 2023.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal

Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**FEDERAL CONTRACT GUARDS OF AMERICA**



**&**

**CORECIVIC OF TENNESSEE, LLC.**

**AT**

**WEBB COUNTY DETENTION CENTER, LAREDO, TX**

**EFFECTIVE DATE: December 1, 2019**  
**TERMINATION DATE: February 28, 2023**

**AGREEMENT BETWEEN**  
**FEDERAL CONTRACT GUARDS OF AMERICA**  
and  
**CORECIVIC OF TENNESSEE, LLC.**

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## **PREAMBLE**

**THIS AGREEMENT** is made and entered into on December 1, 2019 by and between the **FEDERAL CONTRACT GUARDS OF AMERICA** (the “Union”) and **CORECIVIC OF TENNESSEE, LLC.** for the Webb County Detention Center located at 9998 S. Highway 83, Laredo, TX 78046 and any replacement facility, and/or its subcontractors or assigns and its successors (the “Employer” or “Company”).

The general purpose of this Agreement is to further the mutual interest of the Company and the bargaining unit employees and to provide for a safe and secure operation of the facility under methods that will further the efficiency of operation, quality of service, partner relations, protection of person and property, and avoidance of interruptions to operations. The services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of the Webb County Detention Center. The Company, through its managers and supervisors, may take any action which the management team deemed necessary for the safe and secure operation of the facility and which is not in violation of the express written terms of this Agreement.

## **ARTICLE 1** **PARTIES AND TERMS**

### **SECTION 1.1**

The Employer hereby recognizes the Union, pursuant to case 16-RC-219600, with a certificate of representative, dated June 6, 2018, as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to rates of pay, wages, hours, and any other conditions of employment for all employees working as Armed and Unarmed Detention and/or Transportation Officers (collectively “employees”), assigned to the Webb County Detention Center (“Center”) pursuant to the Employer’s contract(s) with the Federal Government (the “Client” or “Government Partner”) for security and detention services, excluding all managers, supervisors as defined by the NLRA, office and/or clerical employees, and all other categories of employees.

### **SECTION 1.2**

The term “employee” as used in this Agreement shall refer to employees of the Employer. Employees classified as “full-time” are those who are regularly scheduled to work for 32 or more hours per week, and employees who are classified by the employer as “part-time” are those who regularly work less than 32 hours per week. The number of full-time or part-time employee slots is determined by the Employer based on various post coverage requirements incident to performance of the Client contract. The parties agree that this document uses terms that are gender specific (i.e., “he” or “her”). The application and use of such terms are not intended to discriminate or exclude any individual covered by this Agreement, but rather is intended to reduce redundancies in writing this document.

### **SECTION 1.3**

Supervisors and other non-bargaining unit employees may be assigned work traditionally performed by bargaining unit employees where the Company determines such assignments further

the efficient, effective, safe, or secure operation of the facility or, in the Company's opinion, meets justification or operational need including, but not limit to, addressing staffing shortages.

## ARTICLE 2 MANAGEMENT RIGHTS

### **SECTION 2.1**

Except as specifically limited by the express written provisions of this Agreement, the Company, solely and exclusively, maintains all rights to manage its business, whether exercised or not, in such a manner as the Company shall determine to be in its best interest. The rights reserved to and retained by the Company under this Agreement include, but are not limited to the following:

- a. The right to select staff, train, hire, promote, demote, transfer, assign, direct and control employees; to increase or decrease the workforce;
- b. The right to commence, expand, curtail, discontinue, terminate, merge, consolidate, sell, lease, move, subcontract, or otherwise transfer its business or any operation, functions or duties or any part thereof, whether such action is planned or taken on a temporary, intermittent, or permanent basis, now or hereinafter carried out at the premises or employees covered by this Agreement;
- c. The right to maintain order and efficiency; to discipline, suspend, discharge and or relieve employees of duties; for Just Cause;
- d. The right to determine, introduce new, and eliminate or change methods, procedures, equipment, or processes; to determine the scope, location, and extent of operations, the services provided and the number of hours per day or per week that operations shall be carried on;
- e. The right to determine the work to be performed by the bargaining unit as well as the job content, the qualifications, skills, and abilities needed; the right to establish, change, combine, and eliminate jobs, positions, or job classifications;
- f. The right to evaluate the qualifications, skills, and abilities of the bargaining unit employees;
- g. The right to establish quality and work standards and to evaluate the performance of the bargaining unit employees and take action consistent, in whole or in part, in consideration of such standards;
- h. The right to test bargaining unit employees for proficiency, re-certification, and psychological profile; and
- i. The right to determine shifts, work schedules, and daily hours; to determine the number of employees needed at any time and in any capacity on any shift and to assign employees to such shifts or schedules.

The above enumeration of rights is by way of example and is not a limitation on the Company's right to manage the business, absent an express written limitation herein upon that right to manage.

### **SECTION 2.2**



The Company retains the right to establish and enforce work rules and policies, not otherwise set out in this Agreement or in existence at the time of this Agreement, designed to maintain safety and order or otherwise related to the performance of the bargaining unit employee's job and operation of the facility. Any such rule or policy may not be in conflict with the express written terms of this Agreement.

### **SECTION 2.3**

The Company agrees to provide the Union with a copy of any new policies and or procedures in writing when new changes arise. The Union maintains the right to grieve such policy changes if said policies alter the collective bargaining agreement. On written notice of any policy the Union will have fifteen (15) calendar days to grieve changes; failure by the Union to grieve said changes shall mean the Union accepts the changes. Any new changes to operations and/or Company policies will be posted for employees to read throughout the workday.

### **SECTION 2.4**

All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignations, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies or third parties requesting such information as required by applicable law or Government contract requirement.

## **ARTICLE 3** **UNION REPRESENTATION**

### **SECTION 3.1**

The Union Representative and/or their designees may be permitted access to the Employer's office at the site at a mutually agreeable time, upon prior notification to the Employer, subject to the Government security restrictions in effect, for the sole purpose of considering matters covered by this Agreement.

### **SECTION 3.2          EMPLOYEE LIST**

On a quarterly basis at a minimum, or when a change occurs, the Employer shall provide the Union with an alphabetized list of all employees and other information not considered to be in violation of the Privacy Act. For purposes of establishing a seniority list, copies of the alphabetized list may be posted at the facility covered by this Agreement in seniority order.

### **SECTION 3.3          STEWARD SYSTEM**

The Company agrees to recognize a Union Steward Program. The Company agrees to allow the Union Steward to be present when an employee, who is the subject of the investigation that could result in discipline, requests a steward to be present during a disciplinary or investigatory interview, and immediately direct the affected employee to the available Union Representative.

The stewards' performance of their duties on behalf of the Union shall not interfere with the performance of their assigned duties. A steward must provide reasonable advance notice to his or her immediate supervisor of the need for replacement before leaving the workstation in order to

conduct Union business and they must promptly report back to their workstation after completing the Union business.

The Union agrees that neither the Union nor any of its members will intimidate or coerce officers in their right to join a labor organization or refrain from such activity.

- a. Except as otherwise provided, Union business shall not be conducted during working time, exclusive of break or lunch time periods or in working areas if it interferes with security responsibilities without the consent of the supervisor.
- b. The Union will appoint one (1) Chief Steward and two (2) Shop Stewards for the bargaining unit, and shall provide the list of such to the Employer, and written notification of subsequent changes.
- c. Any Steward having an individual grievance in connection with his own work may ask for the Chief Steward to represent him in accordance with the provisions of Article 6, Grievance Procedures, of this Agreement, below.
- d. The Employer will notify the Chief Steward of any new-hire training classes as soon as the class schedule is known. The Employer will coordinate with the Steward so they may schedule and hold an orientation regarding Union business and where new-hire employees may ask questions of the Union. It is agreed that the Union orientation is not compensable by the Employers.

#### **SECTION 3.4 LEAVE FOR UNION BUSINESS**

A short term Union leave (without pay) may be granted to an employee to attend Constitutional Conventions, Regional and/or State Conferences, etc., providing that no more than two (2) employees shall be granted this type of leave at the same time. The Union shall provide the Employer, in writing, two weeks in advance, the request for such leave. Such leave shall be granted depending upon operational needs of the Employer. Leave requests may be denied, if coverage is not available without the Employer incurring overtime and/or the release will impair the Employer's contractual obligations. Such leave shall not exceed a total of five (5) days per contract year.

#### **SECTION 3.5**

Whenever possible a bulletin board will be provided which may be used by the Union for posting notices that are approved by the President of the Union:

- a. Notices of union recreational and social affairs;
- b. Notices of union elections and nomination sheets for union officer elections;
- c. Notices of union appointments and results of union elections;
- d. Notices of union meetings;
- e. Notices concerning bona fide union activities such as: Cooperatives, Credit Unions, Unemployment Compensation Information, benefit information and membership programs;
- f. Other notices concerning Union affairs that are not political or controversial in nature or adverse to the Employer; and
- g. General Union contact information

The Union will not post any notices or other materials in any location other than the designated Union bulletin board.

**ARTICLE 4**  
**UNION SECURITY AND DUES CHECK-OFF**

**SECTION 4.1**

The Company agrees that upon receipt of an individual written request, on a form provided by the Union and signed by an employee covered by this Agreement, to deduct Union dues, fees and/or assessments from the wages of the employee. Such deductions shall be made monthly, or after the employee has sufficient net earnings to cover the Union membership dues or assessments. Funds deducted shall be remitted to the Secretary/Treasurer at the union billing address: P.O. Box 311022, Jamaica, NY 11431, or via electronic transmission. When an employee separates from the bargaining unit, such deduction shall cease. The deductions will be taken from the employee's earnings every two (2) weeks.

**SECTION 4.2**

The Union agrees it will promptly furnish a written schedule of the Union dues, assessments, initiation and proportionate share payments. The Union also agrees to promptly notify the Company in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15<sup>th</sup>) of the month proceeding the date that deductions are to be made. The Company will not make any retroactive deductions and is not liable for any deductions if the Union has failed to give prompt prior notice and/or failed to have any authorization cards submitted prior to the fifteenth (15<sup>th</sup>) of the preceding month.

**SECTION 4.3**

The Company agrees to furnish the Union, on a monthly basis, an alphabetized list of employee names, address, and amount of Union deductions for each employee represented by the Union.

**SECTION 4.4**

The Union agrees to indemnify the Company against any loss or claim, which may arise as a result of the Company's compliance with the Union membership or check-off articles. In addition, the Union agrees to return to the Company any erroneous or improper overpayment made to it.

**ARTICLE 5**  
**DISCIPLINE AND DISMISSAL**

**SECTION 5.1            JUST CAUSE**

The parties hereto agree that there will be no discrimination against any employee or applicant. No employee, after completion of his or her probationary period, shall be disciplined or terminated without just cause including, but not limited to, violations set out in the Work Rule Appendix to this Agreement.

It is agreed by the parties that in instances when the employee is removed from working under the Contract by the Government Partner or when the employee's authority to work under the Contract is otherwise denied or terminated by the Government Partner, or the Employee no longer satisfies the Government Partner's qualifications for his or her position, the Employee may be terminated without recourse to the procedures under this Agreement and the Company shall be held harmless from any lawsuits resulting by the employee and the Union. Should the Government Partner request such removal the company will provide written notice to the union when requested by the Union.

## **SECTION 5.2**

No employee shall be discharged or disciplined without just cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained in this Agreement.

## **ARTICLE 6** **GRIEVANCE PROCEDURES**

### **SECTION 6.1 INTENT**

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of a material provision of this Agreement, except as limited elsewhere in this agreement.

The company will provide a written list of management representative who will act as the appropriate person to whom grievances shall be submitted.

### **SECTION 6.2 GRIEVANCE PROCEDURE**

#### **A. Informal Step**

The party representatives at the location where the grievance arose shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the aggrieved employee will first discuss the complaint with the immediate supervisor (not in the bargaining unit). If, during the course of this discussion, either the Employee or the supervisor requests, a *Weingarten* representative will be called in unless unavailable in which case the employee may proceed without a representative or reschedule the discussion.

#### **B. Step 1- Notice of Formal Grievance**

If the matter is not resolved at the informal step, the Employee shall within fifteen (15) calendar days from the occurrence, submit a formal grievance. The grievance shall be reduced to writing by the Union to the employee on a form agreed to by the Union and the Employer, signed and dated by the Union Steward and filed with the facility's Human Resource Manager, or designee, within the time limits set out above. Any grievance not submitted to the Employer in writing within fifteen (15) calendar days from the date of occurrence of the incident, which led to the grievance, shall be deemed abandoned and waived.

All time limits herein are calendar days and only may be extended by mutual written agreement between the Company and the Union.

The written grievance shall include a concise statement of the nature of the grievance, the specific acts, omission, or conditions (including dates, times, locations) alleged to constitute the grievance, the provisions of this Agreement alleged to have been violated, and the remedy sought.

Once filed, if the grievance is considered timely under the terms of this Agreement, the Assistant Warden (AW), or designee, will investigate the grievance and, if deemed necessary as a part of the investigation, meet with the appropriate Union Steward and/or Business Agent. In addition, the Union Steward and/or Business Agent may request a meeting with the AW or designee where the Union feels such meeting will assist in the investigation or processing of the grievance.

Following the investigation, the AW, or designee, will issue a written response to the grievance with copies going to the grievant as well as the Union. The Company's response will be issued within ten (10) calendar days from the date the grievance was presented. The Company's response will be issued within ten (10) calendar days from the date the grievance was presented. Should the Company fail to respond within these time limits, absent a mutually agreed to extension, the grievant/Union may proceed to the next step under Step 2.

#### C. Step 2 - Notice to Warden

If the grievance is not settled at Step 1, the grievance may be advanced in writing to the Warden not later than ten (10) days from the denial of Step 1. The Warden will have ten (10) days from the date the grievance was presented to the Warden to return a decision, in writing, to the grievant/Union. Should the Company fail to respond within these time limits, absent a mutually agreed to extension, the grievant/Union may proceed to the next step.

### **SECTION 6.3 GRIEVANCE FOR DISCIPLINE**

Any grievance involving discharge shall be commenced at the Warden, Step 2 of this procedure. The written grievance shall be presented within fifteen (15) days after the occurrence. Only the Union can initiate a grievance in this manner. Email correspondences shall be considered written notice.

### **SECTION 6.4 GROUP GRIEVANCE**

The Union shall have the right to file a group grievance involving more than one (1) Employee at the Local, Step 1 of the grievance procedure.

### **SECTION 6.5 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

### **SECTION 6.6 BILATERAL RIGHT**

Grievances may be raised by either the Union or the Company.



**ARTICLE 7**  
**ARBITRATION PROCEDURE**

**SECTION 7.1**

Grievances processed in accordance with the requirements of Article 6 that remain unsettled may be processed to arbitration by the Union. The Union will give the Company's Labor Relations representative or designee written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance at the Step 2. If there is a dispute over whether a grievance is arbitrable, such issue may be resolved by an arbitrator.

**SECTION 7.2            SELECTION OF AN ARBITRATOR**

Within fifteen (15) days of providing written notice of its desire to proceed to arbitration, the Union or the company will request that the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. 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. The party to make the first strike will be the winner of a coin toss, or the parties may mutually agree upon an arbitrator on the list provided from FMCS.

**SECTION 7.3            DECISION OF THE ARBITRATOR**

The arbitrator shall commence the hearing at the earliest possible date. Company and Union witnesses not located within commuting distance of the hearing may testify by telephone and/or teleconference.

The decision of the arbitrator will normally be rendered within thirty (30) days of the close of the hearing or submission of post-hearing briefs (unless extended by agreement of the parties) and 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. The arbitrator shall not have the power to order any remedial relief not contained in the agreement, including but not limited to "front" pay and reinstatement where the employee has been removed by the government or is no longer qualified. The arbitrator may not alter or change wage rates or benefits. The arbitrator's decision must include findings of fact and the legal basis for the decision.

**SECTION 7.4            ARBITRATION EXPENSE**

The arbitrator's fees and expenses, including any travel expenses and the cost of any hearing room, shall be shared equally between the Company and the Union.

**SECTION 7.5            PARTIES' EXPENSES**

Regardless of the arbitrator's decision, each party will bear its own legal fees and costs. Each party is responsible for all other expenses it incurs, including the compensation costs and travel expenses of any witnesses whose attendance said party requires at arbitration. Any payment to witnesses for work time missed to testify is to be paid by the party calling such witness. Parties may call witnesses, excluding the grievant, by teleconference. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses. If both parties desire a transcript, the cost shall be split.

**SECTION 7.6 RESOLUTION OF GRIEVANCES**

At any stage, the Company and the Union may settle any grievance by providing the economic relief requested in the grievance or the amount of relief available under the Agreement, whichever is less. Unless agreed by the parties, any settlement is on a non-admission, non-precedent setting basis.

**ARTICLE 8**  
**NO STRIKES/LOCK OUT**

**SECTION 8.1**

For the length of this Agreement, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government Partner's operations. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer and/or the Government Partner as set forth above, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

**SECTION 8.2**

Any employee who violates the proscriptions of this provision will be subject to disciplinary action, to include termination. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

**SECTION 8.3**

During the life of this Agreement, the Employer shall not lockout any employees covered hereunder.

**ARTICLE 9**  
**HOURS OF WORK/WORK SCHEDULE/EMERGENCY**

**SECTION 9.1**

For the purpose of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time employees. Shifts shall be scheduled at the discretion of the Employer. Paid relief breaks of fifteen (15) minutes will be given per shift, when operations reasonably allow, at the discretion of the Employer.

**SECTION 9.2 RATE OF PAY**

An overtime rate of one and one-half (1.5) of an employee's base pay shall be paid for all hours worked in excess of forty (40) hours in a work week.

**SECTION 9.3 OVERTIME**

Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

**SECTION 9.4**

Overtime will be distributed as equitably as practicable in seniority order. Senior employees will have first right of refusal, then persons will be taken from the voluntary seniority roster on an inverse order of seniority, to the extent possible.

- A. Posts that create an overtime assignment will be filled first on a voluntary basis using seniority on the shift where the overtime position exists. If the assignment cannot be filled, bargaining unit members on other shifts will be offered the overtime in seniority order.
- B. If the open posts cannot be filled on a voluntary basis, overtime positions will be filled amongst those on the current shift, by reverse seniority. Employees will not have the right to refuse; however, an Employee may be excused with the approval of the Site Supervisor.
- C. Each time the use of reverse seniority is required, the Employer will begin with the person or persons who did not work overtime due to any reason, followed by the next Employee who was not asked to work overtime in the order of reverse seniority.

This section shall not preclude the Employer from assigning any employee for overtime work in emergency situations.

#### **SECTION 9.5**

Call-back applies to an employee who is called back to a Client facility or designated work site after completing a shift. An employee called back to the facility/work site after they have left the site shall be paid for the time actually worked upon return to the facility/work site, or a minimum of four (4) hours regular pay, whichever is greater. Call-back time, if worked, is considered time worked for the purpose of calculating hours of overtime.

#### **SECTION 9.6**

Call-in pay applies when an employee is scheduled and arrives at the facility or is in route to the facility and has not received notice within two (2) hours of scheduled start time. If two officers report for the same assignment due to an error by the Employer in scheduling, the officers will be given the opportunity to decide who works the shift and who receives Call-in pay and is released. If the officers cannot agree, the decision will be at the discretion of the Employer. Call-in pay is four (4) hours regular pay.

#### **SECTION 9.7**

Exchange of days off or shift assignments: 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, subject to supervisors' approval on the Employer's provided form. Any approved swap will not result in overtime.

## **ARTICLE 10** **WAGES**



Listed below are the wages and benefits, paid per hour, for each year of this Agreement:

	<b>Effective December 1, 2019</b>	<b>Effective March 1, 2021</b>	<b>Effective March 1, 2022</b>
<b>Wages</b>	\$16.43	\$16.76	\$16.93

**ARTICLE 11**  
**HEALTH AND WELFARE**

The Company shall pay health and welfare rates in accordance with the Department of Labor regulations and all other applicable law. Additionally, the Company will pay Health and Welfare (H&W) on all compensated hours up to 40 hours per week or 2080 hours per year as per the Service Contract Act.

**ARTICLE 12**  
**PERSONAL LEAVE**

**SECTION 12.1 FULL-TIME EMPLOYEES**

- A. Full-time bargaining unit employees are eligible to earn and take Personal Leave beginning the first pay period after one hundred and twenty (120) days of employment from their most recent date of hire.
- B. Personal Leave may be used for illness, vacation, handling personal business or as compensation during otherwise unpaid approved leave of absence.
- C. Personal Leave must be used during the calendar year in which it is earned. Exceptions may be granted if the employee is unable to use Personal Leave because of the Company's operational requirements. These exceptions must be approved by the Executive Vice President, Human Resources.
- D. With the approval of management, an eligible employee may be advanced up to forty (40) hours of Personal Leave for use prior to actual accrual. If employment with the Company ceases prior to the accrual of sufficient Personal Leave hours to offset any advanced time, such amount shall be deducted from the employee's final paycheck according to applicable State and Federal law.

**SECTION 12.2 PART-TIME EMPLOYEES**

Part-time bargaining unit employees shall be eligible for a pro-rated amount of Personal Leave time based on the amount of hours worked in the last payroll period.

**SECTION 12.3 ACCRUAL RATES**

For bargaining unit employees hired prior to December 1, 2019:

<b>YEARS OF SERVICE</b>	<b>PER HOUR WORKED</b>	<b>PER PAY PERIOD MAX</b>	<b>PER YEAR MAX</b>
Less than 5	0.0500	4.00 hours	104 hours (13 days)
5-15	0.0625	5.00 hours	130 hours (16 days)
15 or more	0.0760	6.10 hours	160 hours (20 days)

For bargaining unit employees hired on or after to December 1, 2019:

<b>YEARS OF SERVICE</b>	<b>PER HOUR WORKED</b>	<b>PER PAY PERIOD MAX</b>	<b>PER YEAR MAX</b>
Less than 5	0.0385	3.08 hours	80 hours (10 days)
5-15	0.0575	4.60 hours	120 hours (15 days)
15 or more	0.0760	6.10 hours	160 hours (20 days)

#### **SECTION 12.4 USE OF TIME**

Use of all approved Personal Leave for employees under this Article will be charged and recorded in increments of one (1) hour. Leave requested, scheduled, and approved must be taken in a minimum of 4-hour segments.

#### **SECTION 12.5**

Personal Leave is paid at the employee's base hourly straight time rate of pay in effect at the time the leave is taken.

#### **SECTION 12.6**

Personal Leave is not counted as time-worked for purposes of calculating overtime.

#### **SECTION 12.7**

Personal Leave will be paid in the paycheck issued for the pay period immediately following the date for which leave was taken provided the employee has submitted the request in accordance with the company's payroll procedures and the request has been approved by the employee's supervisor.

#### **SECTION 12.8**

Employees on Personal Leave who are otherwise eligible for holiday pay, will be eligible for any holiday that may fall during that Personal Leave provided the employees meets the holiday eligibility requirements set forth in Article 13.

#### **SECTION 12.9**

Employees desiring to take Personal Leave must submit a written request on forms provided and under the terms set out herein and by the Company, below:

- a) After the issuance of the schedule/cards for the upcoming year, the Company will issue Personal Leave preference forms on which the bargaining unit employees, by seniority, may express their preferred use of leave for the upcoming year under the format set out in subpart (b) below.
- b) The first round and preference will be given to the top quarter (1/4) most senior bargaining unit employees on each shift who will have no less than seven (7) calendar days in which

to complete and submit their preference sheets. Once Personal Leave has been scheduled for this group, the second round and preference will be given to the next quarter (1/4) most senior bargaining unit employees on each shift who, at the time they are given their preference sheets will be advised as to which, if any, dates are no longer available for selection. These employees will be given no less than seven (7) calendar days in which to complete and submit their preference sheets. This process is repeated for the remaining two quarters (1/4) groupings of employees by shift by seniority. Employees who are on approved leave during the period of time under which they would be eligible to submit their leave request under subpart (b) of this Section may within eight (8) calendar days of their return to work to submit a request for the upcoming year. However, the ability to tentatively schedule the requested period will be based upon operational considerations and availability and not on the basis of seniority.

- c) Bargaining unit employees will schedule their Personal Leave through the process set out in Subpart (b) of this Article. All leave time not scheduled as the result of Subpart b herein, will be scheduled out for the upcoming year by and at the discretion of the Company.
- d) In considering, awarding, and scheduling Personal Leave under this Article, the Company has the reasonable right to limit the number of bargaining unit employees that may be granted leave at any one time or to otherwise administer the Personal Leave benefit based upon operational considerations. Where the Company determines emergency conditions warrant (i.e., conditions which threaten the health, safety, or security of the facility, employees, detainees, or community), the Company may recall employees from leave or postpone approved leave taken for any reason other than in conjunction with FMLA leave. Personal Leave may only be so canceled under this subsection by the Warden in writing with clear explanation as to the basis for that decision. Employees whose leave has been canceled under this provision will be given priority in rescheduling or allowed to be carry over to the next calendar year and given priority for use in the first months of that year. The Union may request further consideration be made by the Company on a case by case basis.
- e) Personal Leave will be considered and tentatively scheduled, where operationally possible, based upon seniority, as defined in this Agreement by shift and within job classification. The request will be based upon anticipated Personal Leave accruals for the coming year and may be scheduled at a time in which the anticipated accrual has yet to occur (borrowed Personal Leave time) within any limits established by the Company. The scheduling of Personal Leave, therefore, does not guarantee that time off, should (1) should circumstances arise which place in question the ultimate accrual of the time or (2) should other Personal Leave time be requested, approved, and used under this Section such that prior tentatively scheduled Personal Leave would not be available at the time otherwise scheduled under this Section. Should the bargaining unit employee not have accrued sufficient leave or should intervening circumstances have occurred which place in question the ability to accrued the needed time at a level sufficient to cover the prior tentatively scheduled Personal Leave, the Company will so advise the employee and remove the prior tentatively schedule leave from the calendar.
- f) Employees may request an exchange of scheduled Personal Leave with another bargaining unit employee provided that the change does not result in overtime or violation of the basic work week and provided further that a written request for such an exchange is submitted

to the Master Scheduler no less than fifteen (15) days in advance of the first scheduled leave affected by the requested change. Any such request will be approved or denied in the Company's discretion. Once approved, the changed schedule must be worked.

- g) Employees may request use of Personal Leave otherwise scheduled under this Article to be removed from that schedule and be made available for leave under Bereavement or FMLA leave under this Agreement. Use of all approved Personal Leave for employees under this subsection (g) will be charged and recorded in increments of one (1) hour.
- h) Employees may request use of Personal Leave otherwise scheduled under this Article when circumstances or the need for the leave were not known, not anticipated, or otherwise unforeseen arise. Such request must be made at least thirty (30) days in advance or as soon as possible once the need is known. Any such request will be approved or denied in the Company's discretion based upon operational considerations. As provided under Section 4 of this Article, use of all approved Personal Leave for employees under this subsection (h) will be charged and recorded in increments of one (1) hour.

**ARTICLE 13**  
**HOLIDAYS**

**SECTION 13.1**

Full-time regular employees under this Agreement shall observe the following days as holidays.

<b>New Year's Day</b>	<b>Floating Holiday</b>
<b>Martin Luther King's Birthday</b>	<b>Labor Day</b>
<b>Presidents Day</b>	<b>Veteran's Day</b>
<b>Memorial Day</b>	<b>Thanksgiving Day</b>
<b>Independence Day</b>	<b>Christmas Day</b>

**SECTION 13.2**

A full-time regular employee will be paid at eight (8) hours their straight time hourly rate for the above recognized holidays. In no circumstances will an employee be entitled to more than eight (8) hours of holiday pay per holiday. Employees who work on the recognized holiday will receive their holiday pay in addition to their pay for working that day. Employees who are not scheduled to work on a holiday shall be paid eight (8) hours of holiday pay at their base hourly straight time rate.

**SECTION 13.3**

In order to receive holiday pay, the employee must work their last scheduled day before and the first scheduled work day following the holiday, unless the employee is on approved leave under the terms of this Agreement and/or reasonably excused.

**SECTION 13.4 PART-TIME EMPLOYEES**

Holiday pay for regular part-time employees who do not work on a holiday, shall be paid prorated to the full-time benefit based on their previous bi-weekly pay period's hours of work divided by forty (40).

### **SECTION 13.5**

Floating holiday is earned only if and when it is actually used. Unused floating holidays will not be carried forward from one calendar year to the next unless management refuses to allow employee to take the time.

- A. Full-time regular employees are eligible to receive a paid time off floating holiday.
- B. Floating Holidays are paid at eight (8) hours straight time rate of pay. Floating holidays paid but not worked, shall not be considered as time worked for overtime purposes.
- C. Request to use the floating holiday must be made in writing on the Employee Leave Authorization Form and must be approved by the employee's supervisor or designated department head.
- D. Floating holiday must be taken in full days; floating holidays may not be split into increments.
- E. Part-time employees shall receive the floating holiday on a pro-rated basis.

## **ARTICLE 14** **TYPES OF LEAVE**

### **SECTION 14.1      BEREAVEMENT LEAVE**

Full-time employees shall be entitled to twenty-four (24) hours of paid bereavement leave per full Government contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, grandparent or grandchild. Proof of funeral attendance may be required by the Employer. The employee must provide his Supervisor with at least twenty-four (24) hours prior written notice, whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

### **SECTION 14.2      JURY DUTY**

An employee who has completed his or her probationary period and who is required to report for jury duty, shall be entitled to leave with pay from regularly scheduled hours of work for the time spent in such service up to a maximum of three (3) work days; provided, however, for the employee to be eligible for compensation, the employee must have notified the Company within forty-eight (48) hours of receiving the jury duty questionnaire or notice that he or she is subject to a jury duty call and submit documentation to the Company indicating the amount of compensation received from the Court or Government Agency. For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his/her straight time rate of pay (without any supplemental fringe benefit payments), less the amount received by the employee from the court or government agency.

### **SECTION 14.3      ADMINISTRATIVE OR LEGAL PROCEEDINGS**

When an employee is attending administrative or legal proceedings as directed by the Employer or is subpoenaed by the Employer to appear as a witness in an administrative or legal proceeding, the employee shall be granted time-off without loss of straight time pay. An employee subpoenaed by the State, Federal or a political subdivision thereof when the State, Federal or political



subdivision is prosecuting a person for an offense which the employee, by virtue of being on Employer or client premises or work related areas during scheduled work hours, witnessed, shall be granted time off without loss of straight time pay for actual time spent in the proceedings. Employee shall be paid only after evaluation that attendance is job related.

#### **SECTION 14.4 VOTING TIME LEAVE**

Bargaining unit employees may be eligible for an excused absence from work to vote in a primary or general election if:

- A. The employee's scheduled workday is such that the polls are open for less than three (3) consecutive hours before the employee's scheduled start of shift or after the employee's scheduled end of shift, and
- B. The employee applies with his supervisor for leave no less than seven (7) calendar days in advance of the date unless the employee's schedule has changed such that seven (7) day notice may not be given.
- C. The maximum time allowed under this Article is two (2) hours.
- D. The Employer may specify the hours during the specified period in which the voter may be absent.
- E. Employees granted leave under this Article will be paid straight time base hourly rate for time lost at work. Time paid shall not be considered as time-worked for the purpose of computing overtime.
- F. Employees misrepresenting the need for leave under this Article or who obtain leave by fraud or who otherwise request/take leave for reasons other than allowed under this Article are subject to disciplinary action.
- G. To the extent the applicable state law provides benefits greater than those set out herein, this Article will be modified to the extent necessary to bring the provisions in conformity.

### **ARTICLE 15** **LEAVES OF ABSENCE**

#### **SECTION 15.1 FMLA**

Employees eligible for leave under the terms of the Family Medical Leave Act (FMLA) will be granted such leave under the terms and conditions required by law and pursuant to the employers policies established to implement the law's mandates as such exists at the time of this agreement or as such may be changed during the life of this agreement.

#### **SECTION 15.3 MILITARY LEAVE**

An employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.

#### **SECTION 15.4 DISCRETIONARY LEAVE**

Unpaid, discretionary personal leaves of absences not to exceed thirty (30) calendar days may be granted at the sole discretion of the Employer without loss of seniority. Eligibility, request and approval procedures are defined pursuant to the Employer's established policy.

## **SECTION 15.5**

All leaves of absences shall be subject to the following general provisions:

- A. Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.
- B. Any employee who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer elects to waive this provision.
- C. Such leaves shall be without payroll compensation or benefits unless the employee is eligible for paid sick leave days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.
- D. Leaves covered by the Family and Medical Leave Act (“FMLA”), for employees eligible for said leaves, shall be administered in a manner consistent with said Act, as determined by the Employer, and the Employer may require the employee to use accrued personal leave and sick days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the Act.

## **ARTICLE 16** **SICK LEAVE**

### **SECTION 16.1**

Regular bargaining unit employees are eligible to earn and take paid sick leave under the terms and conditions set out in this Article. The Company will make Sick Leave accrual retroactive to March 1, 2019. As noted in Article 1, Section 3, the Company and the Union agree that sick leave provided under this Article satisfies the Company’s obligations to bargaining unit employees under Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors.

### **SECTION 16.2**

For administrative purposes, the sick leave provisions in this Agreement are referred to as “Federal Sick” leave and are separate and apart from any other previously accrued sick leave benefits, which will continue to be administered according to their existing terms and provisions.

### **SECTION 16.3**

Employees may use “Federal Sick” leave for the following:

- a. A physical or mental illness, injury, or medical condition of the employee;
- b. Obtaining diagnosis, care, or preventive care from a health care provider by the employee;
- c. 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 needs for diagnosis, care, or preventive care referred to in paragraphs (a) or (b) of this Section

- or is otherwise in need of care; or
- d. Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes otherwise described in paragraphs (a) or (b) of this Section or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in paragraph (c) of this Section in engaging in any of these activities.

All definitions of terms at 13 C.F.R. § 13.2 apply to the use of those terms in this Section 3.

#### **SECTION 16.4**

Federal Sick leave will accrue for eligible bargaining unit employees at the same rate that it accrues for eligible non-bargaining unit, non-exempt employees, up to a maximum accrual of 56 hours per calendar year. In the event that the Federal Sick leave accrual rate for eligible non-bargaining unit, non-exempt employees changes over time, the accrual rate for eligible bargaining unit employees also will change accordingly without the need for further bargaining. The Company will provide reasonable notice under the circumstances in advance of any such change in the accrual rate. No more than 56 total hours of unused Federal Sick leave may be rolled over into the next calendar year.

#### **SECTION 16.5**

Federal Sick leave may be taken in one (1) hour segments.

#### **SECTION 16.6**

Federal Sick leave is paid at the base hourly straight time rate of pay in effect at the time the leave is taken.

#### **SECTION 16.7**

Federal Sick leave is not counted as time-worked for purposes of calculating overtime.

#### **SECTION 16.8**

Upon termination of employment (whether voluntary or involuntary), any remaining Federal Sick leave balances will not be paid out to employees; however, Federal Sick leave balances will be reinstated should an employee return to work with the Company within twelve (12) months of their separation date.

#### **SECTION 16.9**

Employees desiring to take Federal Sick leave must request such leave utilizing the facility's designated system of record for requesting time off from work and in accordance with Article 32 of this Agreement. Specifically for Federal Sick leave, employees shall submit requests at least seven (7) days before the requested absences when the absence is foreseeable (e.g., semi-annual dental exam). Employees shall submit requests as soon as is practicable when not foreseeable (e.g., dependent child of employee wakes up with a stomach virus).



### **SECTION 16.10**

If a bargaining unit employee uses Federal Sick leave for three (3) or more consecutive full workdays, the Company may require the employee to provide certification from the employee's health care provider (or other appropriate individual or organization) verifying medical or other appointments or the employee's inability to work due to medical reasons or other reasons set forth in Section 16.3 of this Article.

### **SECTION 16.11**

For Federal Sick leave qualifying events, employees must use any accrued Federal Sick leave (or other accrued sick leave), during a period of leave without pay including any approved Family Medical Act Leave (FMLA) or Non-FMLA Medical Leave or during any other qualifying period of absence, such as unscheduled absence for a scheduled work day. If an employee does not have a sick leave balance, or if the reason for the requested leave does not qualify under other types of (non-Federal) sick leave, the employee must use accrued Personal leave for these absences.

## **ARTICLE 17** **PHYSICAL EXAMINATIONS AND DRUG TESTING**

### **SECTION 17.1**

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such examinations may be administered before the commencement of work, after layoff, or after leaves of absence in excess of thirty calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer agrees to bear the cost of the initial pre-employment physical examination and the initial annual physical examination, to the extent one is required. The Employer shall not pay for any follow-up tests or examinations related to such physical examinations if required as the result of the directed physical examination for a newly discovered or pre-existing physical or medical condition (e.g. personal illness, debilitating or disqualifying medical condition, etc.). The payment of such follow-up, tests or examinations by the individual's personal physician will be the responsibility of the individual and/or his or her medical insurance plan. The Employer may designate the original physician or clinic, at its discretion.

### **SECTION 17.2**

Any drug testing conducted by the Employer shall be conducted pursuant to the Employer's Drug and Alcohol Policy. It is also provided that any testing and/or examinations conducted pursuant to such policy shall be paid for by the Employer and that any testing and/or examinations shall be conducted during working time, and provided further that, if any testing and/or examinations are required outside of an employee's normal working time, the time spent for such testing and/or examinations shall be considered work time and a minimum of four (4) hours pay or actual time spent shall be paid for such time, whichever is greater. Upon notification by the Company the Employee must submit for testing within twenty-four (24) hours. Failure to comply with the random drug/alcohol screening will be grounds for immediate termination of employment.

### **SECTION 17.3**

If any medical testing and/or examinations including annual physicals are required outside of an employee's normal working time, the time spent for such testing and/or examinations shall be considered work time and a minimum of four (4) hours pay or actual time spent shall be paid for such time, whichever is greater. Upon notification by the Company the Employee must submit for testing as scheduled by the employer.

## **ARTICLE 18** **TRANSFER, LAY-OFF, AND RECALL**

### **SECTION 18.1**

Whenever it is necessary to lay-off employees, the Employer may layoff regular part-time and/or full-time employees, as it deems necessary, in the following manner:

- a. Probationary employees.
- b. Part-time employees in the inverse order of their seniority.
- c. Should it be necessary to further reduce the full-time work force, employees shall then be laid off in the inverse order of their seniority.

### **SECTION 18.2**

Laid-off employees may not displace employees at other CoreCivic locations.

### **SECTION 18.3**

Employees who have been laid-off, or transferred to another location not covered by this Agreement in lieu of layoff by reason of a reduction in the work force, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another location within the Employer's other sites in lieu of lay-off by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position/location to which he/she is transferred.

### **SECTION 18.4**

Laid-off employees will be recalled in accordance within this Agreement to available positions within the unit before new employees are hired. Laid-off employees may decline recalls to openings at locations other than the one from which they were laid-off, if is applicable. Laid-off employees declining recalls to their "home location" will be deemed to be voluntary termination of employment. Laid-off employees are not eligible for any compensation from the Employer other than required unemployment compensation if they are deemed eligible by the agency.

### **SECTION 18.5**

All employees on lay-off shall retain seniority rights for recall purposes for a period of six (6) months.

### **SECTION 18.6**

Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name. The Employer shall be entitled to rely upon the last known address shown in the employee's official records.

Upon recall from a lay-off, the recalled employee must report to work within five (5) business days after being notified by registered mail sent to his/her last known address.

## **ARTICLE 19** **PROBATIONARY PERIOD**

### **SECTION 19.1      GENERAL PROVISIONS**

- A. Newly hired employees shall be regarded as probationary for a period of one-hundred and twenty (120) calendar days, commencing on the most recent hire date.
- B. Time on leave, with or without pay, is not qualifying service for the completion of the probationary period.
- C. During the probationary period the employees' work performance and general suitability for employment will be evaluated.

### **SECTION 19.2      COMPLETION OF PROBATION**

Upon successful completion of the probationary period, the employee shall be considered a "regular" employee and placed on the seniority list and given a seniority date which is retroactive to the employee's most recent hire date.

### **SECTION 19.3      RELEASE DURING PROBATIONARY PERIOD**

Prior to the completion of the probationary period, an employee may be released at the sole discretion of the Employer. Actions taken by the Employer under this provision are not subject to the grievance or arbitration procedures of the Agreement.

## **ARTICLE 20** **SENIORITY**

### **SECTION 20.1**

Seniority shall be the Length of continuous service from the employee's last date of hire as a Detention Officer. Seniority shall not accrue until the employee has successfully completed his probationary period. Seniority shall be applicable in determining the order of layoff and recall, vacation schedules, job assignments, bidding opportunities, and extra work.

### **SECTION 20.2**

One seniority list shall be maintained for the Bargaining Unit. This list shall be maintained by the Employer and made available to the Union upon request.

### **SECTION 20.3**

The seniority of an employee shall be terminated and employment shall cease for any of the following reasons:

- a. The employee quits or retires;

- b. The employee is discharged;
- c. The employee is absent from work without advising the Employer and giving reasons acceptable to the employer for such absence;
- d. The employee fails to return to work within five (5) working days after receipt of the Employer's notice by certified mail to the last known address of the employee as contained in the employee's official records;
- e. The employee overstays a leave of absence or a vacation without an acceptable excuse;
- f. The employee gives a false reason for obtaining a leave of absence;
- g. The employee is laid off for a continuous period of one year; or
- h. The employee's credentials are terminated by the Government Partner, or the employee is otherwise asked to be removed from working under the Employer's contract with the customer.

**SECTION 20.4**

Any bargaining unit employee who is transferred to a non-bargaining unit position after the effective date of this Agreement, and is returned to the bargaining unit within ninety (90) days, shall be credited with all seniority he had at the time of transfer from the bargaining unit.

**ARTICLE 21**  
**JOB OPPORTUNITIES**

**SECTION 21.1**

If a vacancy occurs in a regular position covered by this Agreement, such vacancy will be posted for a period of seven (7) calendar days at all covered locations. Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled under this Article, as well. Subsequent vacancies created by application of the above, however, need not be posted. The Employer reserves the right to fill the position in an emergency situation.

**SECTION 21.2**

Any employee who wishes to apply for the open position shall do so in writing during the posting period, if applicable. The Employer will consider all applications received, and will fill the position as it deems to be in the best interest of its operations and the needs and approval of the Government Partner. Preference will be given for seniority to qualified employees applying for the position.

**SECTION 21.3**

In the interest of maintaining continuing operations, the Employer may temporarily assign an employee to a vacant or new position until the job is filled according to this Article. Positions being filled by members of the bargaining unit in accordance with the above shall be done as soon as administratively feasible.

**SECTION 21.4**

Once an employee accepts a post he/she will remain in that post for a minimum of one hundred and twenty (120) days before applying for another post.

**SECTION 21.5**

Should no employee apply for the open post during the period which the posting is open, management will have the right to fill said post at their discretion.

#### **SECTION 21.6 ACTING SUPERVISORS**

Acting Supervisors will not be required to perform work that may be in violation of Section 2 (11) of the National Labor Relations Act, but they will be required to act as a channel of communication for management. Acting Supervisors will transmit management directions and instructions to Officers and report any failure of employee behavior and/or conduct, discrepancies or deviations from the Government Partner contract requirements, or CoreCivic Standards of Conduct and Post Orders.

### **ARTICLE 22** **TRAINING**

The Union and the Employer understand and agree that the employees of the Bargaining Unit shall and will be available to attend training programs, certifications and seminars that the Employer from time-to-time, may require in order to improve the services offered, as well as the skills of the employees or as required by the employer. These programs shall be paid for by the Employer if it is requested or mandated by the Employer and the employee will be on official time during the training program. Employees traveling to training directly from work will be paid for uninterrupted travel time from the work site to the training site. Employees who are not available for scheduled training due to emergency, will make-up said training at the time and place identified by the Employer. Employees mandated to attend any training or certifications and traveling directly shall receive a minimum of (4) four hours pay or actual time spent whatever is greater.

### **ARTICLE 23** **LABOR-MANAGEMENT COMMITTEE**

The management and union agree to establish a joint Labor Management Safety Committee. The purpose of this committee will be to discuss safety and to promote and improve communications and industrial and labor relations. Such committee will meet quarterly or as needed.

### **ARTICLE 24** **UNIFORMS, PROTECTIVE CLOTHING, TOOLS AND EQUIPMENT**

#### **SECTION 24.1**

Each employee will receive an annual uniform allowance deposited by CoreCivic with a designated uniform vendor(s) as prescribed by CoreCivic policy 3-19-1, Uniform, Dress, and Grooming Standards. The allowance will be issued based upon the employee's hire date anniversary or anniversary date of transfer into, or assignment to a uniform position. Effective the date of this Agreement, the allowances are \$175 for current employees and \$275 for new employees. The annual allowance is a use or lose benefit. If the allowance increases during the duration of this contract, the employee will receive the company-wide increase.



#### **SECTION 24.2**

CoreCivic is responsible for selecting the vendor(s) to provide uniforms and uniform accessories that meet the Company's established specifications. CoreCivic, with the assistance of or through their facility Wardens, will provide non-exempt hourly uniformed employees access to computers at work and work time sufficient to order uniforms from the selected vendor(s).

#### **SECTION 24.3**

Employees must report to work each day in a complete and proper uniform with all required accessories and remain in uniform at all times while performing official duties for the Company. At all times, uniforms are to be properly worn and be in serviceable, clean, and neat condition.

#### **SECTION 24.4**

If an employee is required to wear protective clothing such as common use rain gear, hazardous material clothing, gloves, or similar type of personal protective accessory or device as a condition of employment, such shall be furnished to the employee by CoreCivic.

#### **SECTION 24.5**

Any uniformed employee who needs maternity uniforms may receive an additional deposit as may be necessary to ensure the employee has uniforms to wear during pregnancy.

#### **SECTION 24.6**

CoreCivic uniforms damaged in the normal course and scope of employment will be repaired or replaced by CoreCivic. Employees shall bear the cost of replacement of CoreCivic uniforms lost or damaged due to improper use, care, or maintenance. Employees are solely responsible for fitting, alterations to, and the day-to-day care and cleaning of uniforms.

#### **SECTION 24.7**

Should an employee's personal property be damaged during an inmate altercation or uncontrollable work-related incident and should such damage be determined by the Employer not to have resulted from negligence or the failure to follow policy and procedure on the part of the employee, the Employer agrees to reimburse or replace the employee's property up to a maximum cumulative monetary value of One Hundred Fifty Dollars (\$150.00). Employer has the right to request proof of any replacement cost or purported damage value.

### **ARTICLE 25** **PERSONNEL RECORDS**

#### **SECTION 25.1**

An employee, upon written request to the Employer, may review his official personnel file. The employee may be accompanied by a Union Representative. The employee will be given a reasonable amount of time to review the file in the presence of an Employer representative.

#### **SECTION 25.2**

An employee's personnel file may contain information pertaining, but not limited, to: employment, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; education, honors and awards; duties and job classification;

performance; discipline, release, and dismissal actions; attendance; and other relevant or necessary information specified by the Employer.

**SECTION 25.3**

Copies of Problem Solving Notices (PSN), memoranda or letters shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such documentation shall be placed in his personnel file(s).

**SECTION 25.4**

The Company currently uses an electronic system that stores performance data (including PSN's). It is within the Company's discretion to use the personnel file going back twelve (12) months for attendance records, and six (6) months for all other records when an employee is seeking to apply for another job with the Employer.

**SECTION 25.5**

Items placed in an employee's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file

**ARTICLE 26**  
**SERVICE CONTRACT PROCEDURES AND OBLIGATIONS**

**SECTION 26.1**

The parties recognize that CoreCivic is providing a service to its Government Partner(s). Therefore, the terms of this agreement are subject to the directives of the Government Partner(s), and, except as provided herein, there shall be no recourse against the Employer with regard to its actions taken to comply with those directives. If available, a copy of a written directive covered by this provision shall be provided to the Union within three (3) workdays of the Company receiving such directive.

**SECTION 26.2**

In the event the Government Partner makes a request resulting in the employee's removal from working under the Government contract, the Employer will request a written statement from the Government Partner and provide a copy of such statement to the Union, excluding any sensitive information.

**SECTION 26.3**

Notwithstanding any provision of this Agreement, to the extent the Government Partner requires compliance with specific procedures (e.g. safety, security clearances, medical examinations, weapons proficiency testing, uniformed appearance standards, staffing determinations, assignments, work rules, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements.

**ARTICLE 27**  
**GENERAL PROVISIONS**

### **SECTION 27.1**

In the event that a full-time employee is required to attend mandatory training, work a temporary assignment, other than his/her normal assignment, which is farther from the employee's residence than the normal assignment, mileage reimbursement will be at the rate allowable by the Internal Revenue Service guidelines. Mileage reimbursement established by the Internal Revenue Service is intended to cover fuel and maintenance expenses, therefore no additional charges will be reimbursable when using a personal vehicle.

### **SECTION 27.2**

Should overnight travel be required, the Company will make the necessary hotel reservations and arrangements. Company related travel expenses will not be approved unless authorized in advance in writing by an employee's supervisor or other company designated manager. The employee will be required to submit a completed Company expense form, including all receipts, within two weeks after incurring the expense. Authorized expenses will be paid promptly after the Company's Finance Department has received a fully completed expense form. Expenses should ordinarily be reimbursed within thirty (30) days of receipt of a properly completed form. In the event reimbursement will be delayed beyond 30 days, the employee will receive a written explanation of the delay from the supervisor.

### **SECTION 27.3 NON- DISCRIMINATION**

- A. There shall be no discrimination against any employees within the collective bargaining unit covered by this agreement (including, for the purpose of this anti-discrimination provision of the agreement, probationary employees) by reason of race, color, religion, sex, national origin, disability, age or any other characteristic protected by any Federal, State, City, County, municipal or other local statute, law, regulation, rule or ordinance, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967 ( herein collectively referred to as statutory claims). There shall also be no retaliation against those employees covered by this article for pursuing their rights, statutory and contractual, under this Article.
- B. Wherever in this Agreement gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have equal application to all officers covered by this Agreement, male or female.
- C. This Agreement shall not be a barrier to the Employer offering a reasonable accommodation to any qualified officer with a disability, provided that, in the event the Employer extends such accommodation in any manner that conflicts with the terms of this Agreement, the Union shall be provided advance notice and be given the opportunity to explore other alternative accommodations prior to implementation.

## **ARTICLE 28** **SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall



not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties agree to impact bargaining over any article deemed invalid under law.

**ARTICLE 29**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors and assigns, representatives, executors, agents and administrators, and shall apply to the locations presently existing and such additional, new or replacement locations at which the Company provides security services which shall be deemed accretions to the existing bargaining unit.

**ARTICLE 30**  
**WAIVER, ENTIRE AGREEMENT, AND AMENDMENTS**

**SECTION 30.1**

This Agreement constitutes the full and complete agreement between the Employer and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

**SECTION 30.2**

This Agreement can only be modified or be re-negotiated by the express, written and signed agreement of both parties, to address only specific article(s) of concern. The concern(s) will be included in the signed agreement.

**ARTICLE 31**  
**DURATION OF AGREEMENT**

**SECTION 31.1**

This Agreement shall remain in full force and effect until 11:59 p.m., February 28, 2023, with the provision that should either party desire to terminate, change, or amend this Agreement or any provision thereof, it shall give written notice to the other party not less than ninety (90) days and not more than one-hundred-eighty (180) days prior to expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until an Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

**SECTION 31.2**

If the Government Partner canceled the contract in whole or part with the Employer then the Union and the Employer agree to meet and discuss the impact on the unit employees.

**SECTION 31.3**

Except as noted in Section 31.4, this Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties. This Agreement 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.

**SECTION 31.4**

Article 9 (Hours of Work/Work Schedule/Emergency), Article 12 (Personal Leave), Article 16 (Sick Leave), Article 24 (Uniforms, Protective Clothing, Tools and Equipment), Article 26 (Service Contract Procedures and Obligations), and Article 32 (Time Off Requests) become effective the first full pay period of July 2020.

**ARTICLE 32**  
**TIME OFF REQUESTS**

**SECTION 32.1**

Employees requesting time off in accordance with Article 12 (Personal Leave), Article 13 (Holidays), Article 14 (Types of Leave), or Article 16 (Federal Sick Leave) of this Agreement are required to submit such time off from work requests utilizing the facility's designated system of record.

**SECTION 32.2**

Employees requesting time off in accordance with Section 1, are subject to disciplinary action should any of the following occur:

- a. The employee misrepresents the need and basis for leave under the applicable Article of this Agreement;
- b. The employee obtains such leave by fraud;
- c. The employee takes leave for reasons other than those stated in the request for such leave; or
- d. The employee fails to provide the documentation required under the applicable Article of this Agreement.

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

**CORECIVIC OF TENNESSEE**

**FEDERAL CONTRACT GUARDS OF AMERICA**

By   
(Signature)

By   
(Signature)

W.F. Daline Jr. VP, Operations  
Print Name Title

Date: 6/21/20

By Ben Elrod  
(Signature)

Ben Elrod VP, Human Resources  
Print Name Title

Date: 06/24/2020

Michael Jones President

Print Name Title

Date: 6/26/2020

### Appendix A

1. Engaging in any proven conduct in violation of the CoreCivic or facility Drug and Alcohol policies;
2. Engaging in any conduct in violation of the CoreCivic or facility Code of Ethics and Business Conduct and any supplements thereto;
3. Engaging in any conduct in violation of the Company's Inmate/Resident Sexual Abuse/Misconduct/Harassment policies;
4. Engaging in any conduct in violation of the CoreCivic or facility non-discrimination non harassment policies and procedures;
5. Smoking or use of tobacco products on Company owned or leased property except in designated areas;
6. Engaging in any conduct in violation of CoreCivic or facility safety, procedures, or regulations;

7. Engaging in any pilferage, theft, unauthorized use, or unauthorized possession of any Company owned or leased property or that of any detainee, visitor, vendor, government official, customer, or CoreCivic or facility employee;
8. Providing false information on Company forms, records, reports, documents, time cards or time records; altering, misusing, or removing, without proper authorization from the Warden, Company records, reports, documents, time cards or records, or employment records including, but not limited to electronic data records; any act of dishonesty;
9. Clocking-in or out for another employee;
10. Unexcused absence from work. An absence is unexcused when not otherwise provided for and taken in accordance with the terms of this Agreement and/or any absence not personally reported to the then senior on-shift supervisor/manager by the employee as soon as the employee becomes aware of their inability to report but in no case less than two (2) hours prior to the employee's scheduled start time; unless exceptional circumstances exist;
11. Being tardy for work. An employee is considered tardy when they report to work and clock in after their assigned start time and such late report is not otherwise allowed for or excused under the terms of this Agreement and/or any tardy not personally reported to the then senior on-shift supervisor/manager by the employee as soon as the employee becomes aware of their inability to report on time;
12. Leaving or the unauthorized abandonment of any post or duty without supervisor's permission and relief; Early exit, leaving work before the end of their assigned shift or work day without permission of their supervisor;
13. Negligence, or careless inattention in the performance of duties or the failure to properly and completely perform assigned duties; any other act of omission that leads to or could have resulted in danger or harm to any detainee, visitor, vendor, customer, government official, or CoreCivic or facility employee;
14. Failing to be in complete uniform at all times while on duty and in the performance of Company duties;
15. Sleeping, personal reading on duty, or any other act or omission that interferes, or could interfere, with or otherwise preclude the employee from being alert while on duty;
16. Failing or refusing to cooperate in any official investigation or inquiry being conducted by CoreCivic or at the direction of any federal, state, or local government or agency representative with whom CoreCivic or the facility has a contract concerning the custody of detainees;
17. Failing or refusing to execute any consent form or agreement necessary to allow any federal, state, or local government or agency representative with whom CoreCivic or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the CoreCivic or the facility or the custody of detainees housed at the facility access to any of the employee's personnel, disciplinary, investigative, background, medical, or training files or records;
18. Fighting, engaging in any threatening, abusive, or intimidating conduct or other discourtesy directed toward any visitor, vendor, customer, government official, or CoreCivic or the facility employee, or participating in any physical horseplay or disorderly conduct with any

detainee, visitor, vendor, customer, government official, or CoreCivic or the facility employee while in the performance of Company duties, during work time, or while on Company owned, leased, or used property;

19. Engaging in or promoting any conduct which leads to or which incites, or which could lead to or incite, a riot, work stoppage, or other disruptive or violent conduct on the part of a detainee;
20. Possessing, without proper authorization, unauthorized use of any firearm, explosives, or other weapon, or the failure to use any firearm, explosives, or other weapon in accordance with CoreCivic policies and procedures while in the performance of Company duties, during work time;
21. Possessing, without proper authorization, or unauthorized use of camera, video equipment, tape record, or any other recording device and unauthorized possession or unauthorized use of any communication device while in the performance of Company duties, during work time, or on Company owned, leased, or used property;
22. Using unwarranted physical violence, threats, or verbal abuse, harassment, taunting, or other abusive or undue negative treatment, directly or toward any detainee, visitor, vendor, customer, or CoreCivic employee. (Use of physical force with detainee is allowed only in accordance with applicable Company policies and training.);
23. Engaging in, soliciting, or promoting any business with any current or former detainee (for 1 year after incarceration terminates) or their families or representatives;
24. Soliciting, attempted solicitation, or acceptance of any gift, favor, or bribe in connection with official duties from anyone, including, but not limited to any current or former detainee or their families or representatives; permitting or creating a personal obligation that could lead to the expectation of favors or preferential treatment as to any current or former detainee or their families or representatives; displaying favoritism or preferential treatment to detainees or groups of inmates; engaging in undue fraternization with detainees;
25. Introducing or the attempting to introduction of contraband into the facility or grounds of the facility or otherwise bringing or attempting to bring contraband to or transferring contraband from a detainee to another detainee or to other persons, or other conduct including, but not limited to, conspiring, negotiating, or arranging to purchase, sell, possess, distribute, dispense, or use contraband or which allows or which creates the opportunity for detainees to obtain contraband;
26. Engaging in, attempting to engage in, soliciting, or promoting sexual activity or any other improper physical activities or any improper relationship with any detainee, former detainee or any of their families or friends; failing to report the threat, suspension, or actual occurrence of sexual abuse of a detainee by another detainee or by CoreCivic and/or facility personnel to an appropriate supervisor or the warden; failing to take action to stop any imminent threat of sexual abuse of an detainee by another detainee or by CoreCivic / Lake Erie personnel;
27. Violating CoreCivic or facility policies on Legal Rights of Inmates or any other CoreCivic or facility policy, procedure, rule or regulation concerning the treatment of and interaction with detainees, their families, or representatives; retaliating or threatened retaliation



against an detainee for filing a grievance or otherwise reporting misconduct or mistreatment; failing to respect the property of detainee;

28. Failing to immediately report directly to the Warden any of the following: (a) a family relationship with a detainee; (b) business or social relationships with any detainee or a detainee family members or friends while the detainee is incarcerated at a CoreCivic facility and for one (1) year after such incarceration terminates; (c) contacts with former detainees that occur within one (1) year of the date the former detainees incarceration terminates; and (d) any other contact or relationship that could be expected to create a conflict of interest or the appearance of a conflict of interest with duties as a correctional officer with the Company;
29. Failing to immediately report directly to the Warden if charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lead to, incarceration and/or any fine of \$100 or more);
30. Being charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lead to, incarceration and/or any fine of \$100 or more);
31. Engaging in any conduct, on or off duty, which renders, or which could render, the employee disqualified for employment under the terms and conditions of any contract CoreCivic or the facility may have with any federal, state, or local government or agency concerning the custody of inmates at the facility;
32. Engaging in any conduct while in uniform or while otherwise representing or appearing to represent the Company that reflects negatively on the Company or federal, state, or local government or agency representative with whom CoreCivic or the facility has a contract concerning the custody of detainees at the facility;
33. Engaging in the destruction, unauthorized or misuse of, or damage to any Company owned or leased property or that of any detainee, visitor, vendor, customer, or CoreCivic or facility employee;
34. Using CoreCivic and/or facility uniform, credentials, identification cards, or badges to coerce, intimidate, or deceive others, or to obtain special favors or privileges not authorized in the performance of normal duties, whether inside or outside the grounds of the facility and whether on or off the job;
35. Violating any Company rule, procedure, or policy; and
36. Failing to obtain, losing, or having revoked a security clearance that is required by the controlling governmental agency.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor  Daniel W. Simms Director		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5240 Revision No.: 15 Date Of Last Revision: 06/27/2020
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Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Texas

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Area: Texas County of Webb

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.44
01012 - Accounting Clerk II		15.08
01013 - Accounting Clerk III		16.87
01020 - Administrative Assistant		22.89
01035 - Court Reporter		16.28
01041 - Customer Service Representative I		11.06
01042 - Customer Service Representative II		12.43
01043 - Customer Service Representative III		13.58
01051 - Data Entry Operator I		10.96
01052 - Data Entry Operator II		11.96
01060 - Dispatcher Motor Vehicle		17.63
01070 - Document Preparation Clerk		12.73
01090 - Duplicating Machine Operator		12.73
01111 - General Clerk I		12.08
01112 - General Clerk II		13.18
01113 - General Clerk III		14.79
01120 - Housing Referral Assistant		18.15
01141 - Messenger Courier		10.86
01191 - Order Clerk I		11.95
01192 - Order Clerk II		13.04
01261 - Personnel Assistant (Employment) I		14.49
01262 - Personnel Assistant (Employment) II		16.21
01263 - Personnel Assistant (Employment) III		18.07
01270 - Production Control Clerk		15.05
01290 - Rental Clerk		13.77
01300 - Scheduler Maintenance		14.55

01311 - Secretary I	14.55
01312 - Secretary II	16.28
01313 - Secretary III	18.15
01320 - Service Order Dispatcher	15.76
01410 - Supply Technician	22.89
01420 - Survey Worker	15.77
01460 - Switchboard Operator/Receptionist	10.55
01531 - Travel Clerk I	11.79
01532 - Travel Clerk II	12.97
01533 - Travel Clerk III	13.88
01611 - Word Processor I	12.24
01612 - Word Processor II	14.55
01613 - Word Processor III	16.28
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.10
05010 - Automotive Electrician	16.77
05040 - Automotive Glass Installer	15.66
05070 - Automotive Worker	15.66
05110 - Mobile Equipment Servicer	13.57
05130 - Motor Equipment Metal Mechanic	17.82
05160 - Motor Equipment Metal Worker	15.66
05190 - Motor Vehicle Mechanic	17.82
05220 - Motor Vehicle Mechanic Helper	12.62
05250 - Motor Vehicle Upholstery Worker	14.62
05280 - Motor Vehicle Wrecker	15.66
05310 - Painter Automotive	16.77
05340 - Radiator Repair Specialist	15.66
05370 - Tire Repairer	12.88
05400 - Transmission Repair Specialist	17.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.35
07041 - Cook I	11.19
07042 - Cook II	12.92
07070 - Dishwasher	8.92
07130 - Food Service Worker	11.46
07210 - Meat Cutter	12.56
07260 - Waiter/Waitress	9.14
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.35
09040 - Furniture Handler	11.04
09080 - Furniture Refinisher	17.35
09090 - Furniture Refinisher Helper	13.06
09110 - Furniture Repairer Minor	15.12
09130 - Upholsterer	17.35
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.55
11060 - Elevator Operator	10.59
11090 - Gardener	15.78
11122 - Housekeeping Aide	10.59
11150 - Janitor	10.59
11210 - Laborer Grounds Maintenance	12.40
11240 - Maid or Houseman	9.35
11260 - Pruner	11.28
11270 - Tractor Operator	14.67
11330 - Trail Maintenance Worker	12.40
11360 - Window Cleaner	11.64
12000 - Health Occupations	
12010 - Ambulance Driver	17.25
12011 - Breath Alcohol Technician	20.70
12012 - Certified Occupational Therapist Assistant	31.79
12015 - Certified Physical Therapist Assistant	35.41
12020 - Dental Assistant	16.67
12025 - Dental Hygienist	45.25
12030 - EKG Technician	32.97
12035 - Electroneurodiagnostic Technologist	32.97



12040 - Emergency Medical Technician	17.25
12071 - Licensed Practical Nurse I	20.35
12072 - Licensed Practical Nurse II	22.77
12073 - Licensed Practical Nurse III	25.39
12100 - Medical Assistant	11.46
12130 - Medical Laboratory Technician	21.60
12160 - Medical Record Clerk	14.64
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	19.45
12210 - Nuclear Medicine Technologist	47.81
12221 - Nursing Assistant I	11.82
12222 - Nursing Assistant II	13.30
12223 - Nursing Assistant III	14.51
12224 - Nursing Assistant IV	16.28
12235 - Optical Dispenser	17.37
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	15.38
12280 - Phlebotomist	15.78
12305 - Radiologic Technologist	27.66
12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	25.65
12320 - Substance Abuse Treatment Counselor	30.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.44
13012 - Exhibits Specialist II	31.54
13013 - Exhibits Specialist III	38.61
13041 - Illustrator I	25.67
13042 - Illustrator II	31.54
13043 - Illustrator III	38.61
13047 - Librarian	34.97
13050 - Library Aide/Clerk	18.30
13054 - Library Information Technology Systems Administrator	31.54
13058 - Library Technician	14.08
13061 - Media Specialist I	22.75
13062 - Media Specialist II	25.44
13063 - Media Specialist III	28.39
13071 - Photographer I	22.14
13072 - Photographer II	24.77
13073 - Photographer III	30.69
13074 - Photographer IV	37.53
13075 - Photographer V	45.42
13090 - Technical Order Library Clerk	17.87
13110 - Video Teleconference Technician	19.21
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.53
14042 - Computer Operator II	15.13
14043 - Computer Operator III	16.87
14044 - Computer Operator IV	18.75
14045 - Computer Operator V	20.76
14071 - Computer Programmer I	(see 1) 19.06
14072 - Computer Programmer II	(see 1) 23.61
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.53
14160 - Personal Computer Support Technician	18.75
14170 - System Support Specialist	26.70

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.90
15020 - Aircrew Training Devices Instructor (Rated)	34.96
15030 - Air Crew Training Devices Instructor (Pilot)	41.90
15050 - Computer Based Training Specialist / Instructor	28.90
15060 - Educational Technologist	34.54
15070 - Flight Instructor (Pilot)	41.90
15080 - Graphic Artist	17.82
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.90
15086 - Maintenance Test Pilot Rotary Wing	41.90
15088 - Non-Maintenance Test/Co-Pilot	41.90
15090 - Technical Instructor	22.40
15095 - Technical Instructor/Course Developer	26.85
15110 - Test Proctor	16.37
15120 - Tutor	16.37
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.22
16030 - Counter Attendant	9.22
16040 - Dry Cleaner	10.83
16070 - Finisher Flatwork Machine	9.22
16090 - Presser Hand	9.22
16110 - Presser Machine Drycleaning	9.22
16130 - Presser Machine Shirts	9.22
16160 - Presser Machine Wearing Apparel Laundry	9.22
16190 - Sewing Machine Operator	11.38
16220 - Tailor	11.99
16250 - Washer Machine	9.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.35
19040 - Tool And Die Maker	21.68
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.10
21030 - Material Coordinator	15.05
21040 - Material Expediter	15.05
21050 - Material Handling Laborer	12.45
21071 - Order Filler	12.00
21080 - Production Line Worker (Food Processing)	11.10
21110 - Shipping Packer	12.96
21130 - Shipping/Receiving Clerk	12.96
21140 - Store Worker I	11.57
21150 - Stock Clerk	15.43
21210 - Tools And Parts Attendant	11.10
21410 - Warehouse Specialist	11.10
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	19.50
23019 - Aircraft Logs and Records Technician	15.12
23021 - Aircraft Mechanic I	18.43
23022 - Aircraft Mechanic II	19.50
23023 - Aircraft Mechanic III	20.56
23040 - Aircraft Mechanic Helper	13.06
23050 - Aircraft Painter	17.35
23060 - Aircraft Servicer	15.12
23070 - Aircraft Survival Flight Equipment Technician	17.35
23080 - Aircraft Worker	16.20
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	16.20
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	18.43
23110 - Appliance Mechanic	17.35
23120 - Bicycle Repairer	14.04
23125 - Cable Splicer	18.50
23130 - Carpenter Maintenance	17.80
23140 - Carpet Layer	16.20
23160 - Electrician Maintenance	18.90
23181 - Electronics Technician Maintenance I	16.20

23182 - Electronics Technician Maintenance II	17.35
23183 - Electronics Technician Maintenance III	18.50
23260 - Fabric Worker	15.12
23290 - Fire Alarm System Mechanic	18.37
23310 - Fire Extinguisher Repairer	14.04
23311 - Fuel Distribution System Mechanic	18.43
23312 - Fuel Distribution System Operator	14.04
23370 - General Maintenance Worker	12.25
23380 - Ground Support Equipment Mechanic	18.43
23381 - Ground Support Equipment Servicer	15.12
23382 - Ground Support Equipment Worker	16.20
23391 - Gunsmith I	14.04
23392 - Gunsmith II	16.20
23393 - Gunsmith III	18.43
23410 - Heating Ventilation And Air-Conditioning Mechanic	16.92
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	17.90
23430 - Heavy Equipment Mechanic	16.02
23440 - Heavy Equipment Operator	15.33
23460 - Instrument Mechanic	18.43
23465 - Laboratory/Shelter Mechanic	17.35
23470 - Laborer	12.45
23510 - Locksmith	17.35
23530 - Machinery Maintenance Mechanic	24.56
23550 - Machinist Maintenance	18.43
23580 - Maintenance Trades Helper	13.27
23591 - Metrology Technician I	18.43
23592 - Metrology Technician II	19.50
23593 - Metrology Technician III	20.56
23640 - Millwright	18.43
23710 - Office Appliance Repairer	16.45
23760 - Painter Maintenance	14.17
23790 - Pipefitter Maintenance	17.61
23810 - Plumber Maintenance	17.14
23820 - Pneudraulic Systems Mechanic	18.43
23850 - Rigger	18.43
23870 - Scale Mechanic	16.20
23890 - Sheet-Metal Worker Maintenance	18.04
23910 - Small Engine Mechanic	16.20
23931 - Telecommunications Mechanic I	18.50
23932 - Telecommunications Mechanic II	19.57
23950 - Telephone Lineman	22.32
23960 - Welder Combination Maintenance	18.34
23965 - Well Driller	18.43
23970 - Woodcraft Worker	18.43
23980 - Woodworker	14.04
24000 - Personal Needs Occupations	
24550 - Case Manager	14.49
24570 - Child Care Attendant	9.00
24580 - Child Care Center Clerk	11.23
24610 - Chore Aide	9.91
24620 - Family Readiness And Support Services Coordinator	14.49
24630 - Homemaker	14.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.43
25040 - Sewage Plant Operator	17.35
25070 - Stationary Engineer	18.43
25190 - Ventilation Equipment Tender	13.09
25210 - Water Treatment Plant Operator	17.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.31
27007 - Baggage Inspector	10.02
27008 - Corrections Officer	18.07

27010 - Court Security Officer	21.00
27030 - Detection Dog Handler	14.63
27040 - Detention Officer	18.07
27070 - Firefighter	23.40
27101 - Guard I	10.02
27102 - Guard II	14.63
27131 - Police Officer I	30.47
27132 - Police Officer II	35.23
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	12.84
28043 - Carnival Worker	9.27
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.17
28515 - Recreation Specialist	18.95
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	14.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.20
29020 - Hatch Tender	16.20
29030 - Line Handler	16.20
29041 - Stevedore I	15.12
29042 - Stevedore II	17.35
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.90
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.20
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.06
30021 - Archeological Technician I	16.12
30022 - Archeological Technician II	18.03
30023 - Archeological Technician III	22.34
30030 - Cartographic Technician	22.34
30040 - Civil Engineering Technician	23.14
30051 - Cryogenic Technician I	25.32
30052 - Cryogenic Technician II	27.97
30061 - Drafter/CAD Operator I	16.12
30062 - Drafter/CAD Operator II	18.03
30063 - Drafter/CAD Operator III	20.10
30064 - Drafter/CAD Operator IV	24.74
30081 - Engineering Technician I	14.71
30082 - Engineering Technician II	16.12
30083 - Engineering Technician III	18.46
30084 - Engineering Technician IV	22.87
30085 - Engineering Technician V	27.32
30086 - Engineering Technician VI	33.15
30090 - Environmental Technician	22.87
30095 - Evidence Control Specialist	22.87
30210 - Laboratory Technician	20.10
30221 - Latent Fingerprint Technician I	25.32
30222 - Latent Fingerprint Technician II	27.97
30240 - Mathematical Technician	22.34
30361 - Paralegal/Legal Assistant I	18.62
30362 - Paralegal/Legal Assistant II	23.06
30363 - Paralegal/Legal Assistant III	28.21
30364 - Paralegal/Legal Assistant IV	34.14
30375 - Petroleum Supply Specialist	27.97
30390 - Photo-Optics Technician	21.50
30395 - Radiation Control Technician	27.97
30461 - Technical Writer I	22.34
30462 - Technical Writer II	27.32
30463 - Technical Writer III	33.06
30491 - Unexploded Ordnance (UXO) Technician I	25.99
30492 - Unexploded Ordnance (UXO) Technician II	31.45
30493 - Unexploded Ordnance (UXO) Technician III	37.69

30494 - Unexploded (UXO) Safety Escort	25.99
30495 - Unexploded (UXO) Sweep Personnel	25.99
30501 - Weather Forecaster I	25.32
30502 - Weather Forecaster II	30.80
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.10
30621 - Weather Observer Senior	(see 2) 22.34
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.45
31020 - Bus Aide	14.98
31030 - Bus Driver	20.53
31043 - Driver Courier	16.74
31260 - Parking and Lot Attendant	12.89
31290 - Shuttle Bus Driver	18.04
31310 - Taxi Driver	10.29
31361 - Truckdriver Light	18.04
31362 - Truckdriver Medium	19.45
31363 - Truckdriver Heavy	19.46
31364 - Truckdriver Tractor-Trailer	19.46
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.33
99030 - Cashier	10.63
99050 - Desk Clerk	9.65
99095 - Embalmer	25.99
99130 - Flight Follower	25.99
99251 - Laboratory Animal Caretaker I	16.73
99252 - Laboratory Animal Caretaker II	17.99
99260 - Marketing Analyst	29.89
99310 - Mortician	25.99
99410 - Pest Controller	16.13
99510 - Photofinishing Worker	13.66
99710 - Recycling Laborer	15.36
99711 - Recycling Specialist	18.33
99730 - Refuse Collector	14.09
99810 - Sales Clerk	10.71
99820 - School Crossing Guard	12.86
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	15.74
99832 - Surveying Technician	19.36
99840 - Vending Machine Attendant	16.73
99841 - Vending Machine Repairer	19.56
99842 - Vending Machine Repairer Helper	16.73

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

## ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. \*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

## THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate



then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for

ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day

of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
  
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
  
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
  
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
  
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
  
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide

classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."