



**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
GEO SECURE SERVICES, LLC**

AND

TEAMSTERS LOCAL 1932 UNION

**DECEMBER 20, 2022
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DECEMBER 19, 2025**

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GEO SECURE SERVICES, LLC
AND
TEAMSTERS LOCAL 1932 UNION**

ARTICLE 1 – AGREEMENT

THIS AGREEMENT is made and entered into by and Between GEO Secure Services, LLC (hereinafter referred to as the “EMPLOYER”), and TEAMSTERS LOCAL UNION NO. 1932, San Bernardino, CA, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the “UNION”).

The Employer and the Union, acting by and through their duly authorized agents, seek the promotion of harmonious relations between both parties, the establishment of an equitable procedure for the resolution of differences, and the determination of wages, benefits, and working conditions for those employees. Any policy that is not covered by the Collective Bargaining Agreement will revert to GEO Secure Services, LLC Policy and Procedure manual and the GEO Employee Handbook which is updated, reviewed and disseminated to all employees of GEO Secure Services, LLC.

ARTICLE 2 – RECOGNITION

The Company recognizes Teamsters Local 1932 as the exclusive bargaining representative for all full-time, regular part-time and per diem employees in the Medical Department at the Employer’s Adelanto ICE Processing Center which includes the Desert View Annex in Adelanto, CA. The represented bargaining unit includes Registered Nurses, Nurse Practitioners, Licensed Vocational Nurses, Data Analysts, Dental Assistants, Laboratory Technicians, Medical Records Clerks, Dental Hygienists and Substance Abuse Counselors employed by the Employer at its Adelanto and Desert View Annex facilities in Adelanto, CA.

Excluded from the aforesaid bargaining unit are all other employees, office clerical employees, confidential employees, managerial employees, guards/officers, and supervisors as defined by the National Labor Relations Act.

ARTICLE 3 – UNION MEMBERSHIP

Section 301. Union Security:

All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on or after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later.

An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided shall be placed on unpaid administrative leave seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as other members, and

further, that the employee has had notice and opportunity to make all dues or initiation fee payments. The unpaid administrative leave will remain in effect until the person returns to good standing with the Union, not to exceed five (5) business days. If the employee fails to make the proper payment within five (5) business days, he/she shall be terminated.

In the event of any change in the law during the term of this Agreement, the Employer hereby agrees that the Union will be entitled to receive the maximum Union security that may be lawfully permissible.

Section 302. Check-Off:

Employees may voluntarily choose to pay dues or fees to the Union through payroll deduction check-off method by delivering to Employer an executed written authorization which conforms with all legal requirements; provided that said monies shall be deducted only after all deductions required by law or otherwise authorized by the employee have previously been deducted.

Such authorization shall be irrevocable for the period of one (1) year or until the termination of the Collective Bargaining Agreement between Employer and Union, whichever occurs sooner, and such authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each successive applicable Collective Bargaining Agreement between the Employer and Union, whichever is shorter, unless written notice (in timely compliance with the revocation provision shown on the signed authorization) is given by the employee to Employer and Union prior to the expiration of each period of one (1) year or of each applicable Collective Bargaining Agreement between the Employer and Union whichever occurs sooner.

The Employer shall remit collected dues and fees to the Local Union prior to the end of the month for which the deductions have been made. Following the expiration of this Agreement, the Employer will continue to honor the dues-checkoff arrangement set forth herein until the parties have either reached a successor Agreement, which terms shall then apply, or a valid impasse permits unilateral action by the Employer.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to the check-off provisions.

ARTICLE 4 – UNION REPRESENTATION

Section 401. Representation at Investigatory Interview:

When the Employer conducts an investigatory interview which the interviewed employee reasonably believes may result in his or her discipline, such employee may request to have a Union representative present. Such a right to a Union representative does not apply to (i) disciplinary meetings that occur after completion of the investigation or to (ii) meetings to discuss performance evaluations. The Employer shall notify the employee who is the subject of the investigation at the time of scheduling the interview that it will be investigatory in nature and that the employee is entitled to have a Union representative present. It shall be the employee's responsibility to notify the Union of the need for representation. If an employee requests Union representation, the employee will not be required to respond to questions until the representative is present or up to a twenty-four (24) hour period has passed (determined on a case-by-case basis). If the interview is scheduled to take place during the scheduled working time of a Union representative, the employee's right to be represented shall include release of the Union representative in order to attend the interview. If the investigatory interview is scheduled during a time period when no representative can be available because of patient care or other business requirements, the interview will be delayed as necessary to provide representation but no more than twenty-four (24) hours (unless mutually agreed otherwise). Such an investigatory interview shall not be delayed by an employee's request for a specific Union representative, so long as another Union representative is available.

Section 402. Shop Stewards:

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates, so designated by the Union, includes the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
2. The collection of dues when authorized by appropriate local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its employees, provided such messages and information:
 - a) have been reduced to writing, or
 - b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

The Union shall not be held liable for unauthorized actions by job stewards and their alternates that fall outside the bounds of these duties. The Employer in so recognizing such limitations shall subject a job steward to proper discipline, including discharge, in the event the job steward engages in activity outside of his authority or unauthorized acts including discharge according to Article 8.

After first notifying the Health Services Administrator or his/her designee, stewards shall be permitted reasonable time to investigate, present and process grievances without loss of time or pay, as long as said stewards are on their scheduled shift. It is understood that such activity may not interfere at any time with patient care and will not interfere with the work of the steward or other employees and will be conducted, if possible, on non-work time.

Section 403. Release Time:

The Union shall be granted a reasonable amount of unpaid release time for purposes of grievance administration, negotiations, or other mutually agreed upon meetings with the Employer. The Union shall provide the Employer with the names of the employees requiring release time (along with an estimate of how much time is needed) with as much advanced notice as possible. In case(s) of an emergency, the Employer may deny release time for a particular employee. The Union reserves the right to postpone the meeting(s) in those circumstances. Additional release time may be provided on an individual basis to meet special needs related to work schedules and travel requirements.

Section 404. Bulletin Boards:

The Union shall have the use of one bulletin board in each work location, in which there are employees represented by the Union. Such bulletin boards shall be visible, accessible to employees, and in areas frequented by employees. All material to be posted by the Union will indicate it was issued by the Union, and the Union will be solely responsible for material issued by it placed on its designated bulletin board. Such material shall be either on Union letterhead or clearly identified as approved Union issuances. It is understood that the Union Bulletin Board is for the purpose of Union communications related to the Union and the bargaining unit. All material will be submitted and reviewed by the Facility Administrator prior to being posted. Any material that is offensive, derogatory and/or political in nature not directly concerning the union-member relationship will be promptly removed.

Section 405. Information:

The Employer will provide the Union with the following information quarterly: (1) a list containing the name, address, classification, and telephone number of all Bargaining Unit employees; (2) a list of transfers in and out of the Bargaining Unit, including the employee's name and date of transfer; and (3) a list of Bargaining Unit employees who revoked their authorization in the prior two weeks. The Employer shall provide the Union with all newly created job classifications and their job descriptions, if any, at the

time the new job classification is filled. The parties shall meet and confer about the new job classification's requirements and terms and conditions of employment at the request of the Union.

The Union shall also be entitled upon written request to review information which the Employer maintains and which is relevant to the administration of this Agreement, subject to patient confidentiality and/or other privacy considerations. Such requests shall specifically identify the information being requested. On an appointment basis, Union shop stewards shall be permitted to review personnel files when accompanied by the employee at issue or upon presentation of a written authorization signed by the employee. The Union Business Representative may request an employee's personnel file and the Employer shall provide an electronic copy of the file without charge (all electronic transmission of information must be done through a secure device).

Contractual requests to provide information under this provision are without prejudice to the Union's rights to request information under the National Labor Relations Act.

Section 406. New Hires:

The Union shall be provided thirty (30) minutes during the Employer's new hire orientation to provide all new hires into a Bargaining Unit position information from the Union. The information provided shall include but is not limited to a copy of this Agreement and the telephone number and address of the Union's office.

ARTICLE 5 – NON-DISCRIMINATION

The Company has the right to promulgate policies, reporting requirements and procedures regarding equal employment opportunity, discrimination and harassment. These policies, reporting requirements and procedures will, at a minimum, meet those required by laws and regulations of the United States, the laws and regulations of the State of California, as well as any requirements imposed by this Agreement.

Neither the Company nor the Union shall discriminate against any employee by reason of the following status: age, sex (except where age or sex is a bona fide occupational qualification), race or ethnic origin, color, national origin, religion, disability, disabled veteran status, political affiliation, marital status, sexual orientation, genetic information or any other factor protected by law or membership or non-membership in a union.

The use of any male pronoun in this Agreement is a generic reference.

Nothing in this Article shall prohibit an employee from pursuing a complaint or charge with the appropriate government agency (e.g., EEOC/DFEH/NLRA).

ARTICLE 6 – DISCIPLINE

Section 601. Basis for Discipline:

The Employer shall not discipline or discharge Bargaining Unit employees without just cause.

Section 602. Progressive Discipline:

Unless circumstances warrant more severe action, the Employer will utilize progressive discipline, which it defines as the corrective process of applying penalties short of dismissal where conduct is of a less serious nature. The nature of discipline should be appropriate to the conduct and need not begin with the least serious disciplinary action. Acceptance of the principle of progressive discipline does not limit the Company's authority to immediately dismiss for serious offenses that cannot be condoned. Any employee not granted or has revoked a required security clearance by the client shall be dismissed

without recourse to grievance or arbitration procedures. Appeal of such action may be pursued by the employee as permitted under law.

The following misconduct is considered serious offenses that may warrant immediate dismissal. The list of violations below is not an all-inclusive list:

- Intentional deception,
- The use, sale, possession or introduction into the facility of contraband,
- Theft,
- Aiding or abetting an escape,
- Gross insubordination,
- Physical fighting,
- Being under the influence of illegal drugs or alcohol,
- Leaving a duty post without being properly relieved,
- Willful failure to remain alert and attentive during a shift,
- Sexual and other forms of harassment, in conjunction with the Company's general orders and regulations,
- Unauthorized distribution of medication,
- Unnecessary and/or excessive use of force,
- Willful refusal to respond to an emergency,
- Failure to obey lawful orders,
- Failure to fully and truthfully participate in any facility investigation or attempt to obstruct a facility investigation,
- Refusal to allow a search of property and/or person by sworn law enforcement officers (when practicable under the circumstances),
- Falsification of Company or client records,
- Forming/entering into a romantic, sexual, business or other unauthorized relationship with a current or former detainee/inmate.

The Company agrees to follow the guidelines for disciplinary offenses and penalties, as may be amended from time to time. Progressive discipline steps include:

- a. Counseling
- b. Written Reprimand
- c. Final Reprimand
- d. Dismissal

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

To decide on the appropriate action the Company may consider: the seriousness of the employee's conduct, employment record within the prior year, ability to correct the conduct, actions taken for similar conduct by other employees, how the conduct affects detainees, the client, the public and other relevant circumstances.

Section 603. Notice:

The Employer shall issue discipline within twenty (20) calendar days of the event or when it should have known of the event giving rise to the discipline. If an investigation into discipline involves the Office of Professional Responsibility and/or an outside agency, the above time limit will not apply. A Bargaining Unit employee who is involuntarily discharged will be given written notification of the reasons for discharge.

Any employee arrested for a felony or a serious misdemeanor will be placed on leave without pay pending resolution of any criminal prosecution stemming from the arrest. If the criminal prosecution has not been resolved within twelve (12) months or as reasonably extended under the circumstances, the employee enters a plea of guilty or nolo contendere to the criminal charges related to the arrest; or the employee is found guilty of any charges related to the arrest, then the employee will be terminated. If the employee is found not guilty or the charges are dropped, the employee will be reinstated (as long as they still meet the client requirements) with no back pay, but with no loss of seniority. The Company retains the prerogative to review the circumstances surrounding the arrest and based on its findings will take appropriate disciplinary action, if warranted.

Section 604. One Year Provision:

Any materials relating to discipline will remain in an employee's personnel file but cannot be used against the employee for the purposes of progressive discipline after the expiration of twelve (12) months from the date of the last violation.

ARTICLE 7 – GRIEVANCE & ARBITRATION PROCEDURE

Section 701. Definition:

A grievance is defined to be any job-related controversy, complaint, misunderstanding, or dispute arising under the Terms of this Agreement. Grievances shall be processed promptly and all parties shall make reasonable efforts to settle the matter. Any grievance arising between the Employer and the Union or an employee by the Union shall be processed in the following manner.

Section 702. Informal Resolution:**STEP 1:**

Both parties encourage employees and supervisors to resolve issues directly and at the lowest possible level; as such, grievances except those involving discharge must be raised informally within seven (7) calendar days after the date the grieving party knew or should have known of the events giving rise to the grievance. The informal grievance may be raised by oral notification of the grievance (with appropriate documentation to establish when the oral notification was given) to the grieving party's immediate supervisor. The individual to whom the informal grievance is presented shall provide an oral response within ten (10) calendar days of receipt of notification of the grievance. If the grievance is not settled by the response or if there is no response, and the grieving party wishes to pursue the matter further, a written grievance must be filed with the Human Resources department in accordance with Section 703 below.

Section 703. Formal Procedures:

All written grievances except those involving discharge must be filed with the local Human Resources Department within twenty (20) calendar days after receiving the Step 1 answer. All written grievances involving discharge must be filed with the local Human Resources Department within ten (10) calendar days after the date of discharge.

STEP 2:

Within ten (10) calendar days after the grievance is filed in writing by the aggrieved party with the local Human Resources Department, the parties shall meet and attempt to settle it. For the purpose of this Step 2, the Employer's representative shall be the Health Services Administrator or his/her designee. The non-grieving party shall respond in writing to the grievance within ten (10) calendar days of the Step 2 meeting. If the non-grieving party fails to respond in writing within ten (10) calendar days of the Step 2 meeting, the grievance shall be deemed to have been denied.

STEP 3:

If the grievance is not settled in Step 2, the Union may appeal it by filing a Step 3 appeal with the local Human Resources department not later than ten (10) calendar days after receipt of the non-grieving party's Step 2 response, or expiration of the response period if no response is timely made, whichever is sooner. Within ten (10) calendar days after the Step 3 appeal is filed, the parties shall meet and attempt to settle it. For the purpose of this Step 3, the Employer's representative shall be the Vice President, Health Services and/or his/her designee. The non-grieving party shall respond in writing to the grievance within ten (10) calendar days of the Step 3 meeting. If the non-grieving party fails to respond in writing within ten (10) calendar days of the Step 3 meeting, the grievance shall be deemed to have been denied.

Section 704. Arbitration:

If a resolution is not reached, the parties shall select a mutually agreeable and impartial Arbitrator within thirty (30) days following the completion of Step 3. If the parties are unable to agree to an arbitrator, they shall request the Federal Mediation and Conciliation Service (FMCS) to provide them with a list of seven (7) arbitrators who are members of the National Academy of Arbitrators and who reside or have an office in Southern California, with a preference for arbitrators who are also experienced in issues involving the corrections/health care industry. Within ten (10) calendar days of receipt of the panel, representatives of the parties shall alternatively strike names from the panel until an arbitrator is selected.

Section 705. Arbitrator's Authority and Decision:

The Arbitrator shall decide the matter within the scope of this Agreement and consistent with the law and shall have no power to make a determination which adds to, subtracts from, or in any way modifies the terms of this Agreement. The decision of the Arbitrator shall be final and binding on the Employer, the Union, and the employees and shall be subject to the generally recognized scope of the judicial review of arbitration awards. The arbitrator's fees shall be borne by the losing party (if any). If necessary, the arbitrator shall determine who, in fact, is the losing party. The parties agree to split all other arbitration expenses and shall bear their own attorneys' fees.

Section 706. Time Limits and Extensions:

If a grievance is not filed or appealed within the specified time limits, the grievance shall be deemed to have been resolved and shall not be subject to any further proceedings. Time limits may be extended or waived by the mutual agreement of the parties.

ARTICLE 8 – NO STRIKE/NO LOCKOUT

The parties recognize the sensitive nature of the services provided by the Company to the Client and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.

Under the term of this Agreement, the Union, its members and employees in the bargaining unit represented by the Union, individually and collectively, will not advocate, encourage, condone, or take part in any strike, sympathy strike, walkout, picketing, stay-in, slowdown, concerted refusal to work, or

other curtailment or restricting of the Company's operations or interference with operations in or about the Company's premises, or equipment. The Company and its representatives agree not to engage in a lockout during the term of this Agreement.

The parties recognize the right of the Company to take such disciplinary action as the Company in its sole discretion determines appropriate, including discharge, against all participants. It is understood and agreed by the parties that an employee does have the right to file a grievance solely on the issue of whether he did, in fact, violate any provisions of this Article. Separate grievances may not be joined in arbitration.

Any claim, action or suit for damages and/or injunctive relief resulting from the Union's violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9 – MANAGEMENT RIGHTS

Subject to the express provisions of this Agreement, management's rights include those listed in this Article as well as any rights that are usual and customary.

The management of the Company's operations and direction of the working forces, including, but not limited to: establish new jobs; abolish or change existing jobs; assign and change work duties and responsibilities; employ; promote; demote; train; transfer; layoff; recall; discipline, suspend or discharge for Just Cause; determine the number of employees necessary for any operation; determine the number of hours to be worked; schedule hours of work, including starting and quitting times and meal and break times; increase and decrease the work force; establish, change, and maintain performance standards and methods; deploy the workforce within the facility in the manner it considers the most effective and efficient to meet the operational needs; determine the qualifications, efficiency and ability of employees; maintain the efficiency of operations and employees; determine services to be offered; determine the source of supply for all services, goods, or materials; institute technological changes or improvements in operations; use temporary employees from third party providers, as long as it does not result in layoff or reduction of regular hours of bargaining unit members; transfer operations; decide the number and location of facilities; close a facility or a portion thereof; acquire, sell to or merge with other companies; require the taking of physical, mental, drug, or alcohol tests; require employees to consent to credit checks; require employees to completely cooperate in investigation of policy violations; and make and revise such reasonable rules and regulations in connection with the Company's operations and the conduct and duties of its employees in respect of such operations as are deemed advisable, will be vested exclusively in the company, subject only to such limitations as are specifically set forth in this Agreement.

The Company need not necessarily exercise rights reserved to it, or if the Company does exercise its reserved rights in any particular way, such will not be deemed a waiver of its right to exercise them in other ways not in conflict with the express provisions of this Agreement. The Company maintains and retains all management rights and the enumeration of management's rights herein shall not be deemed to exclude any other management rights.

The Company shall not implement any changes to subjects identified as mandatory subjects of collective bargaining pursuant to the guidance of the National Labor Relations Act and its decisions without first bargaining with the Union regarding such matters.

ARTICLE 10 – SENIORITY

Section 1001. Definition:

Seniority is defined as the length of time an employee has been continuously employed as a classification within this bargaining unit by Employer, its predecessors, or assigns. Seniority shall be maintained during an authorized leave of absence of up to twelve (12) months, provided the employee returns to work immediately following the expiration of such leave of absence. The application of seniority shall be determined by mutual agreement between the Employer and the Union.

Section 1002. Loss of Seniority:

An employee shall lose seniority for any of the following reasons:

1. Resignation;
2. Discharge for just cause;
3. Failure to return to work immediately following the expiration of an authorized leave of absence of less than twelve (12) months;
4. Failure to return to work within twelve (12) months of the commencement of a leave of absence without pay unless otherwise required by law or this Agreement;
5. At the end of twelve (12) months after an employee is laid off for lack of work; and
6. Any employee laid off for lack of work who, within seven (7) calendar days, does not report for work to his/her own department after being notified in writing, mailed to his last known place of address to report, will be considered as having terminated his/her employment.

It is an employee's responsibility to keep his/her home address and phone number current. The Employer may exercise its discretion to extend the time limits in this Section on a case-by-case basis.

Section 1003. Layoffs:

Every effort shall be made by the Employer to avoid a reduction of force. When it becomes necessary to reduce the working force, the last employee on the seniority list shall be laid off first, and when the force is again increased, the employees shall be returned to work in the reverse order in which they were laid off providing they still maintain seniority as described herein; and further providing the employees retained at the time of layoff, or the employees recalled at the time of recall from layoff, must be qualified to perform the work required.

Section 1004. Layoff of Steward:

With respect to layoff affecting steward(s), the Employer and the Union agree that in the case of more than one (1) steward per classification (not shift), the protection against layoff will only be applicable to that individual steward so designated by the Local Union as the chief steward. In the absence of such designation by the Local Union, the Employer will recognize the protection against layoff to the most senior employee by classification (not shift) designated a steward by the Local Union.

Section 1005. Recall from Layoff:

In the event of recall, the employees shall be given notice of recall by registered or certified mail, sent to the address last given to the Employer by the employee. Within five (5) calendar days after tender of delivery of the Employer's notice, the employee must notify the local human resources by telephone, of his/her intent to return to work on the date specified in the notice and must actually report on such date. In the event an employee is unable to report but notified the Employer of his intent to return to work and gives them a reasonable time that he will report, said employees will not lose their seniority status. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

Section 1006. Lateral Transfers:

Vacant bargaining unit positions shall be awarded based on qualifications (including education, licensing) and seniority. In the case of a lateral transfer within the Bargaining Unit, the employee shall retain all of his/her seniority as defined in this Article. Employees transferring within the bargaining unit will not be allowed to displace or bump another employee from any shift, schedule rotation, vacation, or holiday list but will be placed next in line for the next open shift, schedule rotation, vacation, or holiday assignment.

Section 1007. Vacation, Shifts, Scheduling and Holidays:

Choice of vacation, shifts, scheduling and holidays worked shall be determined in order of seniority. No employee with twenty (20) or more years of seniority shall be required to work a holiday, provided that adequate staff is available.

Section 1008. Seniority List:

The Employer will make every effort to maintain an accurate seniority list. It is the Union's responsibility to ensure the accuracy of the list and to make corrections to the list within fifteen (15) days after receiving a copy of the list from the Company. Seniority lists will be provided to the Union quarterly or as otherwise required.

Section 1009. Probationary Employees:

For the first three (3) months worked following successful completion of facility pre-service training and orientation, an employee shall be regarded as probationary and shall have no seniority. Probationary employees may be disciplined or dismissed without recourse to the grievance procedure. Employees dismissed during their probation do not have any rights under this Agreement. However, probationary employees shall be represented by the Union concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to promotions, transfers, layoffs or dismissal. The Company may extend the probationary period in increments of thirty (30) day blocks for up to a total of ninety (90) additional days. The parties may mutually agree to an extension beyond ninety (90) additional days. The Union will be notified of the need to extend an employee's probationary period.

ARTICLE 11 – HOURS OF WORK

Section 1101. Work Days/Weeks:

Work days shall consist of either eight (8) hours per day, ten (10) hours per day or twelve (12) hours per day, as established by the Company. The regular work week for full-time employees shall consist of at least forty (40) hours per week for eight (8) and ten (10) hour employees and thirty-six (36) hours per week for twelve (12) hour employees. The work week shall run from 12:01 a.m. Sunday through midnight Saturday.

Section 1102. Work Schedules:

The Employer has the right to establish all work schedules. Without limitation to the Employer's exclusive right to establish work schedules, it is the intent of the Employer to give scheduling priority to full-time and part-time employees and the Employer will make its best effort to accommodate employees' scheduling requests. Employees have the right to select work schedules by seniority within an employees' classification. Work schedules will not be altered without approval of the Employer.

Section 1103. Process for Changing Posted Schedule by Employer:

Posted schedules may be changed by mutual agreement between the Employer and the affected employee, or changed when it is necessary to cover unexpected and urgent patient care needs. In such cases, management shall first seek volunteers to fill the unexpected schedule need or change. If there are no volunteers, then the additional shift(s) shall be assigned by reverse order of seniority, e.g., to the

least senior qualified employee. If, after the schedule is posted, a schedule change is necessary, the affected employee will be given notice orally or in writing as far in advance as possible including the reasons for the proposed change. Reasonable efforts will be made to minimize any inconvenience.

Section 1104. Process for Changing Posted Schedule by Employee:

If, after the schedule is posted, an employee requests a schedule change, the employee will give as much written or oral notice as is possible, inform the Employer of the reasons and attempt to arrange for a substitute within the same classification, subject to the Employer's approval, without incurring overtime. The Employer will make a reasonable effort to accommodate the request. If the request cannot be accommodated, the employee will be required to work as scheduled.

Section 1105. Switch Shifts:

Employees may switch shifts with supervisor approval, unless they result in overtime. The employee requesting the day off is to provide a completed and approved switch form documenting the employee replacing him/her. Regardless of the employee's finding the replacement (employee or supervisor), a switch form is to be submitted to the HSA, or other Employer designated person or department.

Section 1106. Monthly Work Schedules:

The Employer will post hours of work schedules for a month period. The hours of work schedules will be posted at least fifteen (15) calendar days in advance of the scheduled implementation date. All full and part-time employees must give their supervisors, or in the supervisor's absence, the Director of Nursing (DON) for nursing staff or the supervisor's designee, their special requested days off (other than their normal schedule) in writing and requested vacation days in writing ten (10) calendar days in advance of the date for posting the hours of work schedules whenever possible.

Section 1107. Overtime:

The ability to work overtime is agreed to be an essential function of the job. This Section shall only apply to non-exempt hourly employees covered under this Agreement.

1. The work day will consist of a twenty-four hour period commencing at 12:01 a.m. and ending at midnight.
2. The work week will be a seven (7) day period commencing at 12:01 on Sunday and ending at midnight on Saturday.
3. Overtime Pay – Group A, 8-Hour Employees: Overtime pay at the rate of one and one-half (1½) times the regular rate shall be paid as follows for employees regularly scheduled to work eight (8) hours per workday:
 - a) For the first four (4) hours actually worked in excess of eight (8) hours in any workday;
 - b) For the first eight (8) hours actually worked on the 7th consecutive day of work in a workweek.
4. Overtime Pay – Group B, 10-Hour Employees: Overtime pay at the rate of one and one-half (1½) times the regular rate shall be paid as follows for employees regularly scheduled to work ten (10) hours per workday:
 - a) For the first two (2) hours actually worked in excess of ten (10) hours in any workday;
 - b) For the first eight (8) hours actually worked on the 7th consecutive day of work in a workweek.
5. Double Time Overtime Pay – Groups A and B: Overtime pay at the rate of two (2) times the regular rate shall be paid for:
 - a) All hours actually worked in excess of twelve (12) hours in any workday;

- b) All hours actually worked in excess of eight (8) hours on the seventh (7th) consecutive day of work during a seven (7) day workweek.
6. **Overtime Pay – Group C, 12-Hour Employees:** Overtime pay at the rate of two (2) times the regular rate shall be paid as follows for employees regular scheduled to work twelve (12) hours per workday:
- a) For all hours actually worked in excess of twelve (12) hours in any workday.
- b) For all hours actually worked in excess of eight (8) hours on the seventh (7th) consecutive day of work during a seven (7) day workweek.
- c) For an employee who works a fourth (4th) day, he/she will be paid straight-time until total hours for the week reach forty (40) hours. All hours after forty (40) will be paid at one and a half (1½) times his/her hourly rate.
7. **Daily Overtime – Groups A, B, and C:** The parties to this Collective Bargaining Agreement are adopting these daily overtime provisions for employees in accordance with the provisions of California Labor Code Section 514.
8. **Weekly Overtime – Groups A, B and C:** Overtime at the rate of one and one-half (1½) times the regular hourly rate will be paid to all employees for all hours actually worked in excess of forty (40) hours during a workweek. Overtime will not be pyramided.
9. Overtime pay is based only on actual hours worked. Paid days of leave, holiday pay and other paid non-work hours are not included in the calculation of overtime hours worked.
10. All overtime must be authorized by a Department Head or Supervisor in advance of the time being worked.
11. The Employer may require that employees work overtime.

Section 1108. Meal and Rest Periods:

Meal and rest periods shall be provided in accordance with California law. Employees regularly assigned to work ten (10) or twelve (12) hour shifts, may voluntarily waive one (1) of their two (2) meal periods after completing the appropriate Meal Period Waiver form. Employees who do not waive their second, unpaid off-duty meal period will be provided the second meal period, and either work shift may be extended by thirty (30) minutes to accommodate the second unpaid meal period.

ARTICLE 12 – LEAVES OF ABSENCE

Section 1201. Family/Medical Leaves of Absence:

The Employer will comply with all applicable local, state, and federal leave laws. The protocol for such leaves can be found in the Employee Handbook and/or by contacting the facility Human Resources Department.

Section 1202. Time Off for Union Activities:

The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business (excluding arbitrations and negotiations), provided at least thirty (30) days written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the length of time and number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 1203. Leave for Union Appointment:

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence not to exceed one (1) year during the period of employment in such position without discrimination or loss of seniority rights and without pay. An employee taking such leave must provide at least thirty (30) days' notice of the need for such leave. The employee/Union may request additional time and such request will not be unreasonably denied. Upon the expiration of the leave, the employee shall be offered the first available open position for which they are qualified at the then current rate of pay for the job classification, and further will have all seniority rights restored.

Section 1204. Bereavement:

The Employer will pay all full-time employees their normal base wage rate per day up to a maximum of three (3) scheduled work days to respond to the death of an immediate family member.

For the purposes of this Article, immediate family member, to include same-sex couples, is defined as an employee's spouse, domestic partner, child, parents, siblings, grandparents and grandchildren, foster child, foster parent or anyone who has filled the role of a parent, including immediate family members by step or in-law relation.

Upon the death of a qualifying person under this Section, the Facility Administrator or their designee will consider, on a case-by-case basis, requests to extend leave up to a maximum of five (5) days. No time beyond the initial three (3) day period will be compensated.

Verification of the death of a qualifying person may be requested.

Section 1205. Jury Duty:

Employees are required to provide a copy of the Notice of Jury Service upon receipt. They are required to inform their Supervisor as soon as possible after learning the specific date of service required.

Upon presenting documentation of jury service performed, the Company shall reimburse the employee for each regularly scheduled shift missed due to jury service or when subpoenaed or otherwise required to testify or participate in any action related to the Company's business when requested by the Company. The employee will receive his or her straight-time hourly pay rate per scheduled workday missed up to a maximum of ten (10) days in any twelve (12) month period. Employees are expected to return to work if excused from jury duty or participation in a Company related action ends in time to perform at least four (4) hours of a scheduled work shift. Jury Duty pay will not be considered as time worked for the purpose of overtime.

Section 1206. Personal Leave:

Employees may request an unpaid personal leave of absence of up to thirty (30) days subject to the Facility Administrator's discretion and approval in consideration of its efficient operation.

ARTICLE 13 – WAGES

Section 1301. Wage Increase 2022:

1. Effective December 20, 2022, all employees, except the classification of RN, LVN and Nurse Practitioners, shall receive a four percent (4%) increase to their current hourly wage rate.
2. Effective December 20, 2022, all Licensed Vocational Nurses (LVN) shall receive a twenty percent (20%) increase to their current hourly rate.
3. Effective December 20, 2022, all Registered Nurses (RN) shall receive an eighteen percent (18%) increase to their current hourly rate.
4. Nurse Practitioners shall receive a three percent (3%) increase to their current salary.

Section 1302. Wage Increase 2023:

Effective December 20, 2023, all employees (excluding Nurse Practitioners) shall receive a three percent (3%) wage increase. Nurse Practitioners shall receive a two percent (2%) wage increase.

Section 1303. Wage Increase 2024:

Effective December 20, 2024, all employees (excluding Nurse Practitioners) shall receive a three percent (3%) wage increase. Nurse Practitioners shall receive a two percent (2%) wage increase.

Section 1304. Health and Welfare Rate:

1. Effective December 20, 2022, the Health and Welfare rate shall be \$4.41 per hour (based on 2080 hours).
2. Should the Wage Determination Hourly Rate or the Health and Welfare rate change during the term of this Agreement, the Company and the Union agree to reopen negotiations regarding this Article for Wage Determination Hourly Rate or the Health & Welfare rate provided for in this Agreement.
3. Any negotiated changes as a result of any revised Wage Determination will only become effective on the Client Contract Date once each year of the Agreement as incorporated by the Client into the Operations and Management Contract.

Section 1305. Shift Differentials:

Effective December 20, 2022, the following shift differentials shall apply:

1. Employees working weekdays (Monday 6 p.m. through Friday 6 a.m.) shall receive a shift differential of three dollars (\$3.00) per hour for all hours worked from 6:00 p.m. to 6:00 a.m.
2. Employees working weekends (Saturday and Sunday) from 6:00 a.m. to 6:00 p.m. shall receive a shift differential of two dollars (\$2.00) per hour for all hours worked from 6:00 a.m. to 6:00 p.m.
3. Employees working weekends shall receive a shift differential of five dollars (\$5.00) per hour for all hours worked from 6:00 p.m. to 6:00 a.m. on any shift that commences on or after 6:00 p.m. Friday and on or before 6:00 p.m. on Sunday.
4. Current employees receiving a shift differential above the rates provided for in this Section shall continue to receive such differential after ratification of this Agreement.

ARTICLE 14 – HEALTH & WELFARE

Section 1401. Continuation of Plans:

Effective the first day of the month coincident with or following thirty (30) days of employment, full-time employees may elect to enroll in:

1. The Company's Group Health Insurance Plans (with optional family coverage)
2. Flexible Spending Accounts

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

Effective the first (1st) day of the month coincident with or following thirty (30) days of employment, full-time employees may elect to participate in Company's dental, vision, group life insurance, disability, legal

and voluntary benefit plans. Specific information related to all benefits is available from the facility Human Resources Department. For additional information, employees should contact their local Human Resources Office.

Section 1402. Modification of Plans:

The Company reserves the exclusive right to make or modify Health and Wellness benefits at any time during the life of this Agreement so long as substantially equivalent plans (as those that were in effect on the effective date of this Agreement) are maintained. The Employer also reserves the exclusive right to modify the choice of service providers.

The Company shall discuss with the Union any changes or modifications to the Health and Wellness benefits prior to open enrollment. The Union will have the option to offer the Union's benefit plan prior to other service providers.

Section 1403. Employee Assistance Program:

To assist employees in both work related and non-work-related issues, the Company provides an Employee Assistance Program. Program participation may be voluntary or in some instances required by the Company. The provisions of the Employee Assistance Program are not subject to the grievance and arbitration process. Specific information related to the EAP may be found in the facility Human Resource Office and GEO Corporate Human Resources. The EAP is available for employees and their families. All information, whether voluntary or required by management, is strictly confidential.

ARTICLE 15 – RETIREMENT

Section 1501. 401k:

All employees are eligible to participate in the Company 401(k) and profit-sharing savings plan in accordance with the Plan Provisions. If the Employer contemplates a change in the Plan Provisions during the life of the Agreement, it shall notify the Union and bargain upon request.

The Company will match fifty percent (50%) of the employees' salary deferrals up to the first five percent (5%) of salary deferred (maximum matching contribution is two and one-half percent (2.5%) of deferred salary.

The Company's matching contribution will be applied each pay period.

ARTICLE 16 – HOLIDAYS

Section 1601. Holidays:

The Company will provide full-time bargaining unit members the following eleven (11) paid holidays regardless of the day on which the holiday falls:

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

- * An employee may take their birthday holiday on their actual birthday or up to forty-five (45) days after their birthday. The employee must advise the HSA at least two (2) weeks prior to when they intend to use their birthday holiday.

Section 1602. Holiday Pay:

Employees who are required to work on the holiday will be paid for all hours worked on the holiday, plus holiday pay based on their regularly scheduled workday. Appropriate overtime rules apply to the actual number of hours worked on a holiday or during a week in which a holiday falls. Holiday pay is not included as hours worked for the purpose of calculating overtime.

Employees will receive holiday pay even if they are on approved paid time off (vacation, jury duty, bereavement leave, etc.).

Part-time employees will receive holiday pay on a prorated basis, based on the number of hours worked in the pay period prior to the holiday occurring.

ARTICLE 17 – VACATION

Section 1701. Accrual:

During the term of this Agreement, the Company will grant paid vacation to all full-time employees based on years of service. Years of service is determined by the employees' anniversary date.

Part-time employees receive vacation pay on a prorated basis as a part of their hourly rate.

<u>Years of Service</u>	<u>Annual Accrual</u>
1. More than One (1) Year but less than 5 years	80 Hours
2. More than Five (5) Years but less than 10 years	120 Hours
3. More than Ten (10) Years but less than 15 years.....	160 Hours
4. Fifteen (15) Years and above.....	200 Hours

Vacation shall be awarded on the anniversary of the employees' date of hire in one lump sum.

Section 1702. Use:

Unused vacation up to the annual accrual not taken within the annual twelve (12) month period, shall be rolled over into the next year's allotment of vacation. Any unused vacation time in excess of the annual accrual hours listed above shall be paid out.

Any unused vacation time that has been awarded shall be paid at the time of separation from employment with GEO.

If a designated holiday named in this Agreement falls during an employee's vacation period, such employee shall be entitled to receive pay for such holiday.

Vacation time shall not be considered as time worked for the purpose of computing overtime.

Section 1703. Vacation Scheduling:

1. During the month of November, a vacation calendar for the following year will be posted in the Medical Department accompanied by a current Union seniority list with a signature list.
2. Employees will select hours of vacation (no more than eighty (80) hours) in the order of their seniority during the initial circulation of the vacation calendar. For purposes of this process, employees may select vacation in a two-week (80 hours) block. Employees may also elect not to select any vacation at that time. Employees will sign their name to the seniority list and the next senior employee will be allowed to make their selection. Once all employees have had the

- opportunity to select a vacation period, the calendar will then circulate (in seniority order) to allow additional vacation weeks up to his/her full vacation allotment. All selections shall be made by December 1st. Vacation requests shall be awarded by seniority and shall be posted no later than December 10th of each year.
3. The Company may allow the maximum number of employees off for vacation per shift provided it does not interfere with the efficient operations of the facility.
 4. Subsequent vacation requests will be handled on a first-come, first-serve basis.
 5. Every effort will be made to accommodate subsequent vacation requests.
 6. Vacation time shall not be considered as time worked for the purpose of computing overtime.

ARTICLE 18 – SICK LEAVE

Executive Order 13706, establishing Paid Sick Leave, applies to this Collective Bargaining Agreement subject to the Service Contract Act for which the client contract is awarded. As such, GEO shall provide employees with one (1) hour of paid sick leave for every thirty (30) hours they work, up to fifty-six (56) hours of paid leave each year. Employees are permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventative care; to assist a family member (or person who is like family to the 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 a victim of domestic violence, sexual assault, or stalking. Additional information regarding this Executive Order is available at www.dol.gov/whd/govcontracts.

ARTICLE 19 – UNIFORMS

Section 1901.

All Health Staff employees will wear the Adelanto designated uniform. All full-time employees will be allotted one hundred fifty dollars (\$150.00) per year towards the purchase of uniforms from the vendor designated by the Corporate Purchasing Department. Part-time employees will be allotted seventy-five dollars (\$75.00) per year. PNR employees will be allotted fifty dollars (\$50.00) per year.

All employees will comply with the Corporate Health Care Dress Code.

ARTICLE 20 – EDUCATION

Section 2001. Tuition Reimbursement:

The parties agree to follow the Employer's policies regarding tuition reimbursement.

Section 2002. Practice Resources:

Employer shall provide a secure computer connection so bargaining unit employees can access electronic practice resources during the course and scope of employment which are necessary to provide care to detainees.

Section 2003. Professional Liability Insurance:

Employer shall carry professional liability insurance coverage which includes all bargaining unit employees in the course and scope of employment, which includes provisions to defend and indemnify. Employer will maintain coverage at no less than current levels for the duration of this Agreement.

ARTICLE 21 – NURSE PRACTITIONERS

Section 2101. Collaborative Agreements:

The Employer must present newly hired Nurse Practitioners with collaborative agreements, agreed to by the Nurse Practitioner's physician supervisor, in accordance with the California Nursing Practice Act. Anytime a physician supervisor referenced in a collaborative agreement is replaced, the Employer will present the affected Nurse Practitioner with an updated collaborative agreement naming the present physician supervisor in accordance with the California Nursing Practice Act.

The parties shall meet and discuss changes to this Section as a result of AB 890 upon request of either Party.

Section 2102. Exempt:

Nurse Practitioners are exempt employees and not subject to the Contract Service Act. NPs shall participate in the Company's 401k and Group Health Insurance Plans in accordance with current practice.

Section 2103. Holidays:

Nurse Practitioners shall be permitted to observe the holidays set forth in Article 16 during the pay period in which it falls or the pay period immediately following the holiday in accordance with current practice. Holidays falling on scheduled days off shall not be considered observed on that date.

Section 2104. Work Schedules:

Nurse Practitioner work schedules shall continue to be set in accordance with the current practice.

ARTICLE 22 – ATTENDANCE

Section 2201. General Provisions:

Prompt, regular attendance is an essential function of the job and an important part of the performance record each employee builds from the day they are hired. The success of an employee depends in large measure on how well he/she performs the job each day. The Company is entitled to regular and punctual attendance by all employees, and disciplinary action is proper for failure to adhere to attendance standards. The Company will focus particular attention on patterns of abuse such as an unscheduled leave or "calling-out" in conjunction with days off, holidays or vacation.

The Company recognizes there may be a reasonable absence due to bona fide sickness or emergency situation, often beyond the control of the employee, therefore this procedure allows for a number of "occurrences" before discipline is administered. For example, an "occurrence" is a single day of absence, or two or more consecutive days of absence for the same reason, illness or medical issue.

Designed to work as a "no fault" procedure with a point system of attendance monitoring, this procedure will be consistently administered. The employee's immediate supervisor is responsible to coach, guide and/or discipline, as appropriate, employees who are excessively absent or tardy. Upon accumulating a certain number of points, disciplinary action will follow.

Section 2202. Point Accumulation:

A rolling six (6) month period is the applicable period of time within which occurrences are counted. An employee's record of points for absenteeism and tardiness occurrences will be tallied, tracked, trended and reported continuously through the Company's information systems. Each individual point will be verified for validity before each disciplinary action is issued.

The following accumulative total points received during any rolling six (6) month period are considered guidelines in terms of when disciplinary action will be taken:

3 Points	Coaching
6 Points	Counseling
8 Points	Written Reprimand
10 Points	Final Reprimand
12 Points	Dismissal

Disciplinary Probation: Whenever an employee receives a Final Reprimand or Disciplinary Demotion, the employee will be placed on a twelve (12) month Disciplinary Probation. While on Disciplinary Probation, during the twelve (12) month period following the date the disciplinary action was taken, the employee will not receive a merit increase, any favorable salary adjustment, promotion or transfer.

Absences for the following reasons **will not** add points to an employee's record:

1. Use of scheduled vacation time, sick leave or other scheduled leave time for doctor office appointments or medical procedure, as well as scheduled long-term illness time, which has been approved in advance by a supervisor.
2. Other authorized and approved leaves, including paid or unpaid Personal Leave, Jury Duty, Bereavement Leave, Military Leave, Family Medical Leave, Union Leave and any other form of leave required by law.

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

Unexcused Absence. Six (6) points:

An employee will have an unexcused absence when the employee fails to call in an absence and show up for a scheduled shift (No Call No Show). Two (2) consecutive unexcused absences (No Call, No Show) will result in twelve (12) points and will constitute job abandonment.

Unscheduled Absence. Two (2) points:

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

Late Arrival. One (1) point:

An employee is expected to be on-time as scheduled and ready to work, as the outgoing shift is entitled to prompt relief. A non-exempt employee is considered a late arrival if the employee arrives at work and clocks-in more than seven (7) minutes **after** the employee's scheduled reporting time. Consistent arrival after an employee's scheduled work time but within seven (7) minutes will result in informal counseling to ensure prompt relief for others. Should the tardiness continue, the employee will be subject to discipline under this article.

Late arrivals and absences that were the result of factors outside of the employee's control will be handled by the HSA on a case-by-case basis. Examples of events outside of the employee's control include, but are not limited to: medical emergencies, car accidents, unplanned highway closures, sudden severe weather and earthquakes. Examples of events that will not be considered outside of the employee's control include, but not limited to: heavy traffic, lack of transportation and weather such as heavy snowfall.

Early Arrival. One (1) point:

A non-exempt employee is considered an early arrival if the employee arrives at work and clocks-in more than seven (7) minutes **before** the employee's scheduled reporting time.

Section 2203. Tardiness:

A non-exempt employee is considered tardy if the employee arrives at work, but fails to be at post, work station or shift briefing on time.

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

Section 2204. Perfect Attendance:

Full-time employees have the opportunity to earn two (2) Perfect Attendance Days per year. If an employee has Perfect Attendance for a six (6) month period between January 1st and June 30th or between July 1st and December 31st, they will receive one (1) personal paid holiday for each period. The holiday must be taken within the six (6) month period following the award. Employees must inform their Supervisor at least two (2) weeks in advance of taking any earned personal holiday.

Perfect attendance is defined as a six (6) month period where an employee has no missed time for sickness, lateness or time unpaid. For the purpose of qualifying for this benefit, scheduled vacation days, holidays, jury duty, required military training, and bereavement leave will be considered days worked. The following disqualifies an employee from Perfect Attendance days: rehired within the award period; out on leave during the period (except Military Leave); worked part-time during the period; or received pay for unscheduled vacation days.

ARTICLE 23 – GENERAL PROVISIONS

1. Employees shall not work in violation of, nor shall this Agreement be construed contrary to, any law or ordinance enforceable by any court of competent jurisdiction.
2. No supervisor or other non-union personnel shall perform the duties ordinarily conducted by employees in the bargaining unit except in an emergency situation, training (as long as another employee is relieved of duties), or comfort breaks. In the event of a severe staffing shortage and upon request by either party, the parties shall meet and confer regarding supplementing current medical staff with registry personnel.
3. Until a full security clearance is obtained by the assigned Union representative, the Employer shall make reasonable efforts to provide a meeting space at its facility for use by the Union in meeting with employees. The Union representative shall also be permitted to attend such meetings remotely when requested. Once a full security clearance is obtained, the Employer shall provide reasonable access to meeting space at its facility for use by the Union in meeting with employees covered by this Agreement. Such visit is subject to approval of the Facility Administrator and requirements of the client. Notice will be provided to the Office of the Facility Administrator as soon as practical. It is understood that such activity shall not interfere at any time with patient care and will not interfere with the work of the employees.
4. The Employer shall not require, request or suggest that a candidate for employment take a polygraph or any other form of lie detector test.
5. The Employer shall provide the Union a copy of any changes to written personnel policies in advance of time that such policies will be distributed if those changes affect wages, hours and terms and conditions for bargaining unit employees. If requested, the Employer will discuss those changes with the Union prior to implementation, provided that a request to meet occurs within five (5) calendar days following notification.

ARTICLE 24 – SCOPE OF AGREEMENT

The parties hereto acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; and all such subjects have been discussed and negotiated upon; and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 25 – SAVINGS CLAUSE

If any provision of this Agreement is found to be in conflict with any federal or state laws, or rendered or declared illegal, the remaining provisions of the Agreement shall remain in full force and effect. In such event, the parties shall meet and negotiate concerning a substitute provision.

ARTICLE 26 – DURATION


This Agreement shall remain in full force and effect from December 20, 2022 through December 19, 2025. Either party may terminate this Agreement and cause it to expire December 20, 2025 by giving ninety (90) days written notice to the other party of its intention to amend, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the date(s) set forth below:

GEO Secure Services, LLC

By: 
Date: 1/3/2023

Teamsters Local 1932

By: 
Rich Smith
Date: 12/30/2022



“WEINGARTEN RIGHTS”

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to ask for union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request union representation.

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