



TORRANCE COUNTY
COMMISSION MEETING

March 30, 2026

9:00 A.M.

**For Public View
Do Not Remove**



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 1



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 2



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 3



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 4



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 5 A



CONTRACT/AGREEMENT COVERSHEET

CONTRACT TYPE: Intergovernmental Service Agreement (IGSA)

PARTIES: Torrance County / US Immigration and Customs Enforcement

TERM: 30-days (3/31/2026 through 4/30/2026)

COST: N/A

FUNDING SOURCE: US Immigration and Customs Enforcement

KEY PROVISIONS:

1. Extends period of performance from 3/31/2026 through 4/30/2026
2. Incorporates new federal wage determination effective 4/1/2026
3. Incorporates new collective bargaining agreement for TCDF
4. Other various provisions

JUSTIFICATION:

CoreCivic is in the process of negotiating a direct contract with the US Immigration and Custom Enforcement regarding ICE detention at TCDF. It is staff's understanding that the direct contract will be in place by the expiration of this proposed contract modification. Following the direct contract, the County's IGSA with ICE will not be renewed, and the County will no longer be a party to the contractual agreement. +

OTHER RELEVANT INFORMATION:

HB009, the Immigrant Safety Act, will take effect on May 20, 2026. As such, the new performance period associated with this contract modification will not conflict with the enacting legislation.

ATTACHMENTS:

#1 - IGSA Modification P00045

2. AMENDMENT/MODIFICATION NUMBER P00045	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER 192126FEP00001097	5. PROJECT NUMBER (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024	

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) TORRANCE COUNTY OF PO BOX 48 ESTANCIA NM 870160048	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NUMBER 70CDCR19DIG000009
	(X)	10B. DATED (SEE ITEM 13) 05/15/2019
CODE Q8N2MFFYFMC4		FACILITY CODE

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 electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER 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 NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) IAW 70CDCR19DIG000009

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.)
See continuation page

Except as provided herein, all terms and conditions of the document referenced in Item 9A 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
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: Q8N2MFFYFMC4</p> <p>CONTACT INFORMATION</p> <p>Contracting Officer's Representative (COR): Jonathan Orloski, (Jonathan.Orloski@ice.dhs.gov)</p> <p>POC/Acceptor: Vaselindez.Barela (Vaselindez.Barela@ice.dhs.gov)</p> <p>Contracting Officer: Brittany Tobias, 202-878-1666 (Brittany.Tobias@ice.dhs.gov)</p> <p>Contract Specialist/Contracting Officer: Shereen Demarais, 682-308-7110 (Shereen.Demarais@ice.dhs.gov)</p> <p>The purpose of this modification is to:</p> <ol style="list-style-type: none"> 1. Extend the current contract period of performance end date from 03/31/2026 to 04/30/2026. The rates on the contract will remain the same for this time period with the exception of any valid cost adjustments associated with Department of Labor updates, CBA updates or any change in scope of service. 2. Incorporate wage determination 2015-5443, revision 27, dated 12/03/2025. This wage determination is effective 04/01/2026. The service provider shall notify the CO of any increase claimed within 30 days after the receipt of this modification. See Attachment A. 3. Incorporate the new Collective Bargaining Agreement (CBA) between CoreCivic for its Torrance County Detention Facility and the International Union, Security, Police and Fire Professionals of America (SPFPA). See attachment B for CBA. The CBA is effective 04/15/2026, with the new Detention Officer Rates going into effect on 05/03/2026. 4. Approve the Request for Equitable Adjustment/Service Contract Act Adjustment (SCA) submitted by CoreCivic on behalf of Torrance County, NM on January 21, 2026 concerning rates at the Torrance Detention Facility. <p style="text-align: center;">Continued...</p>				

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	<p>The adjustment addresses Wage Determination 2015-5443, Revision 26 incorporated in P00044 and effective 11/01/2025.</p> <p>The new rates are retroactively incorporated beginning 11/01/2025. For billing purposes, the new rates as indicated below shall take effect for invoices on 03/01/2026. A retroactive payment to satisfy the increases between 11/01/2025 - 02/28/2026 under task order 70CDCR25FIGR00147 will be addressed and approved at the task order level.</p> <p>See below CLINs for details on the updated rates.</p> <p>5. Remove Randy LeCompte as the COR. Jonathan Orloski is the COR assigned for this contract.</p> <p>Period of Performance: 05/15/2019 to 04/30/2026</p> <p>Change Item 4001 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Detention Services - Fixed Monthly payment (505 Bed GM)</p> <p>The fixed monthly payment will be allocated between USMS and ICE as follows: USMS Monthly Total Daily Population (mandays) X Per Diem = USMS portion of fixed monthly payment. ICE shall be responsible for the difference between the fixed monthly payment and USMS portion of fixed monthly payment.</p> <p>USMS Per Diem Calculation formula: FOC*12 = x/365/505 = per diem for USMS Effective 10/17/2023: FOC 1-505, Fixed Monthly Payment is \$2,046,475.70 (\$133.23 per diem for USMS) Effective 01/01/2024: FOC 1-505 Fixed Monthly Payment is \$2,122,589.42 (\$138.19 per diem for USMS) Effective 05/15/2024: FOC 1-505 Fixed Monthly Continued...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

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NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003	<p>Payment is \$2,232,516.06 (\$145.34 per diem for USMS) Effective 10/01/2024: FOC 1-505 Fixed Monthly Payment is \$2,261,923.96 (\$147.25 per diem for USMS) Effective 11/01/2024: FOC 1-505 Fixed Monthly Payment is \$2,270,875.63 (\$147.84 per diem for USMS) Effective 09/01/2025: FOC 1-505 Fixed Monthly Payment is \$2,279,313.22 (\$148.38 per diem for USMS) Effective 11/01/2025: FOC 1-505 Fixed Monthly Payment is \$2,461,658.28 (\$160.25 per diem for USMS) Effective 03/01/2026: FOC 1-505 Fixed Monthly Payment is \$2,474,447.89 (\$161.09 per diem for USMS)</p> <p>Tier II 506 - 714: \$83.69 Per Diem Tier III 715 & above: \$20.37 Per Diem</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING-GUARD</p> <p>Change Item 4003 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Stationary Guard</p> <p>The hourly rate for Stationary Guard is:</p> <p>Rate through 12/31/2023: \$40.35 Rate effective 01/01/2024: \$45.98 Rate effective 10/01/2024: \$46.90 Rate effective 11/01/2024: \$47.44 Rate effective 09/01/2025: \$48.13 Rate effective 03/24/2026: \$48.37</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING-GUARD</p> <p>Change Item 4004 to read as follows (amount Continued...</p>		HR	48.37	

NAME OF OFFEROR OR CONTRACTOR
TORRANCE COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4004	<p>shown is the obligated amount):</p> <p>Year 5 - Escort Service</p> <p>The hourly rate for Stationary Guard is:</p> <p>Rate through 12/31/2023: \$40.35/hr Rate effective 01/01/2024: \$45.98/hr Rate effective 10/01/2024: \$46.90/hr Rate effective 11/01/2024: \$47.44/hr Rate effective 09/01/2025: \$48.13/hr Rate effective 03/01/2026: \$48.37/hr Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING-GUARD</p>		HR	48.37	
4007	<p>Change Item 4007 to read as follows (amount shown is the obligated amount):</p> <p>Year 5 - Overtime Hourly Guard Rate for those hours (approved by the COR) that require overtime.</p> <p>The hourly rate for Stationary Guard is:</p> <p>Rate through 12/31/2023: \$40.35 Rate effective 01/01/2024: \$45.98 Rate effective 10/01/2024: \$46.90 Rate effective 11/01/2024: \$47.44 Rate effective 09/01/2025: \$48.13 Rate effective 03/01/2026: \$48.37 Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING-GUARD</p>		HR	48.37	

<p style="text-align: center;">"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>		<p style="text-align: center;">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
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<p>Daniel W. Simms Director</p>		<p>Wage Determination No.: 2015-5443 Revision No.: 27 Date Of Last Revision: 12/03/2025</p>
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State: New Mexico

Area: New Mexico Counties of Bernalillo, Sandoval, Tarrant, Valencia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.28
01012 - Accounting Clerk II		20.52
01013 - Accounting Clerk III		22.95
01020 - Administrative Assistant		34.54
01035 - Court Reporter		29.98
01041 - Customer Service Representative I		15.50
01042 - Customer Service Representative II		16.91
01043 - Customer Service Representative III		18.98
01051 - Data Entry Operator I		16.56
01052 - Data Entry Operator II		18.06
01060 - Dispatcher, Motor Vehicle		20.92
01070 - Document Preparation Clerk		18.90
01090 - Duplicating Machine Operator		18.90
01111 - General Clerk I		14.92
01112 - General Clerk II		16.28
01113 - General Clerk III		18.28
01120 - Housing Referral Assistant		24.16
01141 - Messenger Courier		17.93
01191 - Order Clerk I		18.28
01192 - Order Clerk II		19.94
01261 - Personnel Assistant (Employment) I		18.32
01262 - Personnel Assistant (Employment) II		20.49
01263 - Personnel Assistant (Employment) III		22.84
01270 - Production Control Clerk		24.84
01290 - Rental Clerk		17.21
01300 - Scheduler, Maintenance		19.38
01311 - Secretary I		19.38
01312 - Secretary II		21.68
01313 - Secretary III		24.16
01320 - Service Order Dispatcher		18.70
01410 - Supply Technician		34.54
01420 - Survey Worker		21.68
01460 - Switchboard Operator/Receptionist		16.91
01531 - Travel Clerk I		17.30
01532 - Travel Clerk II		19.10
01533 - Travel Clerk III		21.37
01611 - Word Processor I		17.27
01612 - Word Processor II		19.38
01613 - Word Processor III		21.68
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.88
05010 - Automotive Electrician		21.33

05040 - Automotive Glass Installer	19.65
05070 - Automotive Worker	19.65
05110 - Mobile Equipment Servicer	16.29
05130 - Motor Equipment Metal Mechanic	23.03
05160 - Motor Equipment Metal Worker	19.65
05190 - Motor Vehicle Mechanic	23.03
05220 - Motor Vehicle Mechanic Helper	14.60
05250 - Motor Vehicle Upholstery Worker	17.97
05280 - Motor Vehicle Wrecker	19.65
05310 - Painter, Automotive	21.33
05340 - Radiator Repair Specialist	19.65
05370 - Tire Repairer	15.07
05400 - Transmission Repair Specialist	23.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.04
07041 - Cook I	16.79
07042 - Cook II	20.24
07070 - Dishwasher	14.57
07130 - Food Service Worker	14.29
07210 - Meat Cutter	18.24
07260 - Waiter/Waitress	13.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.95
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	22.34
09090 - Furniture Refinisher Helper	15.29
09110 - Furniture Repairer, Minor	18.82
09130 - Upholsterer	22.15
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.01
11060 - Elevator Operator	15.76
11090 - Gardener	25.43
11122 - Housekeeping Aide	15.76
11150 - Janitor	15.76
11210 - Laborer, Grounds Maintenance	17.70
11240 - Maid or Houseman	14.78
11260 - Pruner	16.90
11270 - Tractor Operator	22.78
11330 - Trail Maintenance Worker	17.70
11360 - Window Cleaner	16.51
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	26.86
12012 - Certified Occupational Therapist Assistant	33.70
12015 - Certified Physical Therapist Assistant	29.49
12020 - Dental Assistant	19.24
12025 - Dental Hygienist	46.33
12030 - EKG Technician	35.56
12035 - Electroneurodiagnostic Technologist	35.56
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	24.01
12072 - Licensed Practical Nurse II	26.86
12073 - Licensed Practical Nurse III	29.94
12100 - Medical Assistant	19.91
12130 - Medical Laboratory Technician	23.23
12160 - Medical Record Clerk	22.22
12190 - Medical Record Technician	24.85
12195 - Medical Transcriptionist	20.27
12210 - Nuclear Medicine Technologist	48.29
12221 - Nursing Assistant I	13.61
12222 - Nursing Assistant II	15.29
12223 - Nursing Assistant III	16.69
12224 - Nursing Assistant IV	18.74
12235 - Optical Dispenser	18.38
12236 - Optical Technician	18.37

12250 - Pharmacy Technician	21.66
12280 - Phlebotomist	18.59
12305 - Radiologic Technologist	37.62
12311 - Registered Nurse I	27.09
12312 - Registered Nurse II	33.14
12313 - Registered Nurse II, Specialist	33.14
12314 - Registered Nurse III	40.09
12315 - Registered Nurse III, Anesthetist	40.09
12316 - Registered Nurse IV	48.05
12317 - Scheduler (Drug and Alcohol Testing)	33.28
12320 - Substance Abuse Treatment Counselor	32.43
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.41
13012 - Exhibits Specialist II	27.76
13013 - Exhibits Specialist III	33.95
13041 - Illustrator I	21.32
13042 - Illustrator II	26.40
13043 - Illustrator III	32.31
13047 - Librarian	30.75
13050 - Library Aide/Clerk	16.19
13054 - Library Information Technology Systems Administrator	27.76
13058 - Library Technician	20.00
13061 - Media Specialist I	20.04
13062 - Media Specialist II	22.41
13063 - Media Specialist III	24.98
13071 - Photographer I	18.13
13072 - Photographer II	20.28
13073 - Photographer III	25.13
13074 - Photographer IV	30.74
13075 - Photographer V	37.18
13090 - Technical Order Library Clerk	20.78
13110 - Video Teleconference Technician	22.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.36
14042 - Computer Operator II	22.78
14043 - Computer Operator III	25.39
14044 - Computer Operator IV	28.21
14045 - Computer Operator V	31.25
14071 - Computer Programmer I	(see 1) 24.65
14072 - Computer Programmer II	(see 1)
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	20.36
14160 - Personal Computer Support Technician	28.21
14170 - System Support Specialist	31.70
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.42
15020 - Aircrew Training Devices Instructor (Rated)	40.40
15030 - Air Crew Training Devices Instructor (Pilot)	48.47
15050 - Computer Based Training Specialist / Instructor	33.42
15060 - Educational Technologist	33.98
15070 - Flight Instructor (Pilot)	48.47
15080 - Graphic Artist	26.29
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	47.16
15086 - Maintenance Test Pilot, Rotary Wing	47.16
15088 - Non-Maintenance Test/Co-Pilot	47.16
15090 - Technical Instructor	26.26
15095 - Technical Instructor/Course Developer	32.12
15110 - Test Proctor	21.19
15120 - Tutor	21.19
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	14.45
16030 - Counter Attendant	14.45
16040 - Dry Cleaner	16.51
16070 - Finisher, Flatwork, Machine	14.45
16090 - Presser, Hand	14.45
16110 - Presser, Machine, Drycleaning	14.45
16130 - Presser, Machine, Shirts	14.45
16160 - Presser, Machine, Wearing Apparel, Laundry	14.45
16190 - Sewing Machine Operator	17.20
16220 - Tailor	17.89
16250 - Washer, Machine	15.15
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.41
19040 - Tool And Die Maker	33.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	27.86
21030 - Material Coordinator	24.84
21040 - Material Expediter	24.84
21050 - Material Handling Laborer	18.02
21071 - Order Filler	17.45
21080 - Production Line Worker (Food Processing)	27.86
21110 - Shipping Packer	17.96
21130 - Shipping/Receiving Clerk	17.96
21140 - Store Worker I	14.32
21150 - Stock Clerk	17.97
21210 - Tools And Parts Attendant	27.86
21410 - Warehouse Specialist	27.86
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.49
23019 - Aircraft Logs and Records Technician	24.50
23021 - Aircraft Mechanic I	31.40
23022 - Aircraft Mechanic II	33.49
23023 - Aircraft Mechanic III	35.36
23040 - Aircraft Mechanic Helper	19.90
23050 - Aircraft, Painter	29.09
23060 - Aircraft Servicer	24.50
23070 - Aircraft Survival Flight Equipment Technician	29.09
23080 - Aircraft Worker	26.79
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.79
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.40
23110 - Appliance Mechanic	21.76
23120 - Bicycle Repairer	20.17
23125 - Cable Splicer	34.89
23130 - Carpenter, Maintenance	24.85
23140 - Carpet Layer	21.77
23160 - Electrician, Maintenance	27.50
23181 - Electronics Technician Maintenance I	32.89
23182 - Electronics Technician Maintenance II	35.71
23183 - Electronics Technician Maintenance III	38.52
23260 - Fabric Worker	22.25
23290 - Fire Alarm System Mechanic	22.70
23310 - Fire Extinguisher Repairer	20.17
23311 - Fuel Distribution System Mechanic	30.89
23312 - Fuel Distribution System Operator	21.96
23370 - General Maintenance Worker	21.58
23380 - Ground Support Equipment Mechanic	31.40
23381 - Ground Support Equipment Servicer	24.50
23382 - Ground Support Equipment Worker	26.79
23391 - Gunsmith I	20.17
23392 - Gunsmith II	24.33
23393 - Gunsmith III	28.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.29

23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.02
23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	23.81
23460 - Instrument Mechanic	34.85
23465 - Laboratory/Shelter Mechanic	26.41
23470 - Laborer	18.02
23510 - Locksmith	21.69
23530 - Machinery Maintenance Mechanic	25.76
23550 - Machinist, Maintenance	25.48
23580 - Maintenance Trades Helper	17.84
23591 - Metrology Technician I	34.85
23592 - Metrology Technician II	37.23
23593 - Metrology Technician III	39.24
23640 - Millwright	33.58
23710 - Office Appliance Repairer	23.32
23760 - Painter, Maintenance	22.32
23790 - Pipefitter, Maintenance	30.97
23810 - Plumber, Maintenance	28.69
23820 - Pneudraulic Systems Mechanic	28.50
23850 - Rigger	29.21
23870 - Scale Mechanic	24.33
23890 - Sheet-Metal Worker, Maintenance	30.95
23910 - Small Engine Mechanic	21.01
23931 - Telecommunications Mechanic I	28.13
23932 - Telecommunications Mechanic II	30.05
23950 - Telephone Lineman	28.05
23960 - Welder, Combination, Maintenance	22.21
23965 - Well Driller	28.66
23970 - Woodcraft Worker	28.50
23980 - Woodworker	20.17
24000 - Personal Needs Occupations	
24550 - Case Manager	21.56
24570 - Child Care Attendant	14.88
24580 - Child Care Center Clerk	19.43
24610 - Chore Aide	13.57
24620 - Family Readiness And Support Services Coordinator	21.56
24630 - Homemaker	21.56
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.05
25040 - Sewage Plant Operator	22.44
25070 - Stationary Engineer	28.05
25190 - Ventilation Equipment Tender	17.79
25210 - Water Treatment Plant Operator	22.44
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.95
27007 - Baggage Inspector	16.70
27008 - Corrections Officer	22.03
27010 - Court Security Officer	21.73
27030 - Detection Dog Handler	18.68
27040 - Detention Officer	22.03
27070 - Firefighter	20.64
27101 - Guard I	16.70
27102 - Guard II	18.68
27131 - Police Officer I	32.12
27132 - Police Officer II	35.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.23
28042 - Carnival Equipment Repairer	20.35
28043 - Carnival Worker	13.53
28210 - Gate Attendant/Gate Tender	14.89
28310 - Lifeguard	13.38
28350 - Park Attendant (Aide)	16.66
28510 - Recreation Aide/Health Facility Attendant	12.16

28515 - Recreation Specialist	20.64
28630 - Sports Official	13.27
28690 - Swimming Pool Operator	24.55
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.46
29020 - Hatch Tender	24.46
29030 - Line Handler	24.46
29041 - Stevedore I	22.37
29042 - Stevedore II	26.55
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.58
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.12
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.36
30021 - Archeological Technician I	20.70
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.69
30030 - Cartographic Technician	28.69
30040 - Civil Engineering Technician	30.81
30051 - Cryogenic Technician I	31.77
30052 - Cryogenic Technician II	35.09
30061 - Drafter/CAD Operator I	20.70
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.82
30064 - Drafter/CAD Operator IV	31.77
30081 - Engineering Technician I	18.36
30082 - Engineering Technician II	20.60
30083 - Engineering Technician III	23.05
30084 - Engineering Technician IV	28.55
30085 - Engineering Technician V	34.91
30086 - Engineering Technician VI	42.24
30090 - Environmental Technician	30.51
30095 - Evidence Control Specialist	28.69
30210 - Laboratory Technician	24.14
30221 - Latent Fingerprint Technician I	26.22
30222 - Latent Fingerprint Technician II	28.96
30240 - Mathematical Technician	28.69
30361 - Paralegal/Legal Assistant I	22.66
30362 - Paralegal/Legal Assistant II	28.08
30363 - Paralegal/Legal Assistant III	34.35
30364 - Paralegal/Legal Assistant IV	41.56
30375 - Petroleum Supply Specialist	35.09
30390 - Photo-Optics Technician	28.69
30395 - Radiation Control Technician	35.09
30461 - Technical Writer I	26.84
30462 - Technical Writer II	32.83
30463 - Technical Writer III	39.72
30491 - Unexploded Ordnance (UXO) Technician I	29.60
30492 - Unexploded Ordnance (UXO) Technician II	35.81
30493 - Unexploded Ordnance (UXO) Technician III	42.92
30494 - Unexploded (UXO) Safety Escort	29.60
30495 - Unexploded (UXO) Sweep Personnel	29.60
30501 - Weather Forecaster I	31.77
30502 - Weather Forecaster II	38.64
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.82
30621 - Weather Observer, Senior	(see 2) 28.69
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.81
31020 - Bus Aide	12.91
31030 - Bus Driver	20.45
31043 - Driver Courier	17.06
31260 - Parking and Lot Attendant	14.33
31290 - Shuttle Bus Driver	17.25
31310 - Taxi Driver	12.92
31361 - Truckdriver, Light	19.04

31362 - Truckdriver, Medium	21.00
31363 - Truckdriver, Heavy	24.35
31364 - Truckdriver, Tractor-Trailer	24.35
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.46
99030 - Cashier	14.21
99050 - Desk Clerk	14.26
99095 - Embalmer	28.34
99130 - Flight Follower	29.60
99251 - Laboratory Animal Caretaker I	16.30
99252 - Laboratory Animal Caretaker II	18.19
99260 - Marketing Analyst	29.51
99310 - Mortician	28.34
99410 - Pest Controller	22.01
99510 - Photofinishing Worker	15.55
99710 - Recycling Laborer	23.02
99711 - Recycling Specialist	29.62
99730 - Refuse Collector	21.70
99810 - Sales Clerk	15.25
99820 - School Crossing Guard	16.29
99830 - Survey Party Chief	28.55
99831 - Surveying Aide	25.96
99832 - Surveying Technician	26.19
99840 - Vending Machine Attendant	15.78
99841 - Vending Machine Repairer	21.24
99842 - Vending Machine Repairer Helper	15.78

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

*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, 3 weeks after 10 years, and 4 weeks after 15 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. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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))."

Collective Bargaining Agreement between
CoreCivic of Tennessee, LLC
For its Torrance County Detention Facility

And

The International Union, Security, Police and
Fire Professionals of America (SPFPA) and Its
Amalgamated Local 725

April 15, 2026 to April 14, 2029

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PREAMBLE

This Agreement is entered into as of April 15, 2026 by and between CoreCivic of Tennessee, LLC, (hereinafter referred to as "CoreCivic," the "Company" or the "Employer") and the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated Local 725 (hereinafter the "Union") with respect to CoreCivic's operations at Torrance County Detention Facility, 209 County Road AO49, Estancia, NM 87016.

ARTICLE 1-PURPOSE OF AGREEMENT

Section 1. 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.

Section 2. The services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of the Torrance County Detention Facility. 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.

Section 3. This Agreement prescribes the complete wages and fringe benefits that the Company and Union have negotiated for bargaining unit employees for purposes of the Service Contract Act of 1965, 41 U.S.C. § 6701 et seq., and Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors. This Agreement does not prescribe wages and fringe benefits for any individual outside the bargaining unit performing services at the Torrance County Detention Facility.

ARTICLE 2-SCOPE OF AGREEMENT

Section 1. This Agreement sets forth the rights, obligations and responsibilities of the respective parties concerning rates of pay, hours of work, and other conditions of employment for the bargaining unit employees at the Torrance County Detention Facility. During the negotiations that resulted in this Agreement, both parties had every right to and did discuss all collective bargaining demands and proposals. As a result, thereof, this Agreement is complete and resolves all collective bargaining issues between the parties for its duration. Therefore, both parties waive any right to compel or force any further negotiations on any matters, whether within the knowledge or contemplation of the parties at the time they executed the Agreement.

Section 2. The terms of this Agreement encompass all rights, limitations, and obligations of the parties and supersedes any and all contracts (implied or actual), agreements, or promises,

whether written or oral, and including, but not limited to, any letter of interpretation, verbal understanding, and/or past practices, established or in effect between the parties or between the Employer and bargaining unit employees before the execution of this Agreement. The continuance or discontinuance of any past practice or benefit not enumerated in this Agreement is vested solely in the discretion of the Company.

Section 3. Should any part of this Agreement or any provision herein, be rendered or declared invalid by any court of competent jurisdiction or by reason of existing or subsequently enacted legislation or National Labor Relations Board decision or by any term or condition of a customer contract or regulation governing the operation of the facility, such shall not invalidate the remaining portions hereof. Rather, the remaining parts or provisions shall be maintained in full force and effect.

ARTICLE 3-EQUAL OPPORTUNITY/NON-DISCRIMINATION

Section 1. There shall be no discrimination, restraint, coercion, or intimidation by the Company, the Union, or any employee against any bargaining unit employee because of their membership or non-membership in the Union, or because of their participation or refusal to participate in Union membership or activities.

Section 2. The Company and Union agree to a joint and shared obligation to ensure that the provisions of this Agreement be applied to all employees within the bargaining unit in a manner consistent with the applicable federal and state employment discrimination laws.

Section 3. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans With Disabilities Act, as the Company deems necessary and appropriate even if such accommodation is contrary to the terms of this Agreement. This Agreement does not alter, or in any way expand or increase, the Company's obligation to make reasonable accommodations as required by state and/or federal law, including the Americans With Disabilities Act.

The parties agree that any accommodation made by the Company with respect to job duties or any other term or condition of employment shall not, in any way, become applicable to any other individual, class, or group of employees but shall apply only to the person or persons accommodated in the situation. The fact that such person(s) was accommodated, the manner, and the method of such accommodation shall be without precedent and, therefore, may not be used or relied upon by any person for that purpose at any time in the future.

Section 4. Whenever the masculine pronoun is used in this Agreement, it is understood that it applies to the feminine as well.

ARTICLE 4 – RECOGNITION

The Company recognizes the Union, certified, as the current exclusive collective bargaining agent with respect to wages, hours of employment, and other mandatory terms and conditions of employment for all full-time and regular part-time armed and unarmed Detention Officers, employed by CoreCivic at the above referenced Torrance County Detention Facility, and as certified by the Federal Mediation and Conciliation Service on March 14, 2023 (hereinafter referred to as "bargaining unit employees" or "employees"). All other employees of the Company are excluded.

ARTICLE 5 - UNION SECURITY

Section 1. Union Membership.

Membership. All employees covered by this Agreement shall become and remain members of the Union within thirty (30) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for the purposes of this provision, will be deemed satisfied by the employee by (i) becoming a member in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal to the uniform initiation fees and monthly dues without joining the Union or (iii) paying a service fee which shall be equal to the percentage of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures (commonly known as Beck dues); provided that employee choosing this option must first notify the Union in writing.

Section 2. An employee who is not a member of the Union at the time this Agreement becomes effective shall as a condition of continued employment, become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later. Also as a condition of continued employment, an employee shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Section 3. Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

Section 4. An employee shall not be required, as a condition of employment, to pay money to the Union, or to become a member of, or continue membership in, the Union, if he/she is employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

Section 5. Enforcement. In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the employee be discharged effective no sooner than two (2) weeks after the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the employee, and the Company will not be required to discharge that employee.

Section 6. Indemnification. The Union agrees to indemnify and hold harmless the Company for any and all costs, expenses (including but not limited to, reasonable attorney's fees), suits, judgments, liabilities, damages, and penalties, that the Company may sustain, incur or be required to pay as a consequence of any claim arising out of its enforcement of this Article.

ARTICLE 6 - DUES CHECKOFF

Section 1. The Company will deduct from wages of any employee covered by this Agreement the uniform dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee, on a form to be provided by the Union. For any such authorization form on file with the Company or received by the Company by the 15th of any month, the Company will make such deductions out of the employee's first paycheck in the preceding month, or the first check thereafter in which the employee has earned enough to cover the required federal/state wage and hour laws, mandatory government withholdings and taxes, and the Union dues. The Company will not be required to make such deductions more than one time in any given month. The Company will pay to the designated Union official/agent the wages withheld for such dues and/or initiation fees. The remittances shall be accompanied by a list showing individual names and amounts deducted. The Union shall advise the Company, in writing, the amount of the uniform initiation fees and dues to be deducted as well as the designated Union official/agent to whom the remittances are to be paid. Payment for membership dues shall not be required during leaves of absence without pay in excess of thirty (30) days. Once authorized, payroll check-off shall be irrevocable, except that authorization may be withdrawn by an employee on an annual basis or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner (in accordance with the Union's dues authorization card). Requests to withdraw dues authorization must be submitted to the Union. Notwithstanding any other language in this Article, the Company's obligation to deduct and remit dues shall terminate upon the expiration of this Agreement.

Section 2. The Union shall identify the authorized representative who is to receive the dues, the address where the dues should be remitted and the person with authority to change dues amounts. The Union shall indemnify and save the Company from harm against any and all claims, demands, suits, or other forms of liability and all costs incurred as the result of any such actions that shall arise out of or by reason of action taken or not taken by the Company for purpose of complying with any provision of this Article. In addition, the Union agrees to return to the Employer any erroneous or improper payment or any over payment made to the Union under this

Article.

Section 3. An Officer should advise the SPFPA Financial Secretary of any changes to the Officer's dues deductions; to the extent not otherwise restricted by law or this Agreement, the SPFPA Financial Secretary must approve any change in advance of implementation. In such cases, the SPFPA Financial Secretary will notify the Company of any changes.

ARTICLE 7 - UNION REPRESENTATIVES

Section 1. A duly authorized representative of the Union, shall have access to the Company's facility for the purpose of investigating and/or presenting grievances filed and pending under the terms of this Agreement. The Union representative shall notify the Warden or, in the absence of the Warden, the ranking ADO Officer on shift at least 24-hours in advance of the desire to access the facility. Upon arrival at the facility, the visiting Union Representative must notify the Warden or an Assistant Warden. Prior to, and as a condition of any such access, any union representative desiring to visit the Company's facility under the terms of this Article must satisfy any entry requirements under the Company's policies and procedures, federal or state laws, or as may be required by any contracting agency or partner of the Company. While on the Company's property, any Union Representative must follow Company's rules and regulations. The Company has the right to limit, preclude, or impose restrictions upon access to security areas housing detainees or to which detainees have access. Non-employee union representatives shall not be entitled to enter any area of the facility unescorted. The presence of any Union Representative at the facility shall not interfere with or interrupt, in any way, the operation of the Company's business or the work of the employees.

Section 2. The Union will give written notice to the Warden of any Representative to which this Article will apply. The Company is not obligated to extend the privileges of the Article to anyone other than the individuals so identified.

ARTICLE 8 – STEWARDS

Section 1. Stewards shall be appointed or elected by the Union. The Employer agrees to recognize up to, but not to exceed, one (1) Steward plus one (1) alternate per card and one (1) Chief Steward. The Union will give written notice to the Warden of the designated Stewards and alternates- within forty-eight (48) hours after their appointment or selection. Only those employees so designated shall be recognized by the Company. Until such notice is given, the Company is not obligated to recognize any individual as a Steward.

Section 2. Stewards will work at their regular jobs at all times except when relieved by management to present a grievance or conduct other Union business as may be expressly outlined in this Agreement. A Steward must provide advance notice to and receive permission from, and at the discretion of, the ranking shift manager before leaving their assigned duties in order to conduct approved Union business. If directed, the Steward shall remain on their work assignment until relief is provided. When entering the area of another supervisor's responsibility, the Steward will contact the respective supervisor and explain the nature and purpose of the Steward's presence.

- a. General Union Business. Conducting general Union business allowed under this Agreement (i.e., investigating grievances, posting approved notices on the Union Bulletin Board, or relaying authorized Union information to employees) must be done by the Steward before or after their assigned shift during non-work times and be done in non-work areas and will be activities done off the clock and for which the Steward shall not be paid by the Company.
- b. Filing Grievances and Participating in Grievance Hearings. In terms of the processing and filing of grievances under this Agreement, should there be an extraordinary set of circumstances, such as the immediate nature of the grievance or the limited availability of the grievant, which precludes the processing or filing of the grievance during non-work time, the Steward, at the Company's discretion, may be released from their post during work time, without loss of pay, to process and file the grievance. Likewise, should the Company request the Steward to attend a grievance meeting, disciplinary meeting, or meet with the Company for any other reason and such meeting is held at a time the Steward would otherwise be at work and on post, the Steward's attendance will be without lost time or pay.
- c. No bargaining unit employee will solicit or collect statements from an inmate on behalf of the Union or in connection with any matter relating to any pending or possible grievance or dispute arising under or related to the Agreement, or on any other matter (unless so directed to do so by management).
- d. No bargaining unit employee, Steward, Alternate Steward, Local Union officer, agent or representative, or any officer, agent, or representative of the International will, directly or indirectly, coerce, intimidate, discriminate, or retaliate against any employee in an attempt to get the employee to provide statements, or in response to any employee statement given, in connection with any matter relating to the any pending or possible grievance or dispute arising under or related to the Agreement.

ARTICLE 9 – USE OF FACILITY

Section 1. The Union will not hold and/or conduct any elections and/or meetings or conduct any Union business of any kind whatsoever on Company time or property or any duty post other than those that may be specifically and expressly set out in this Agreement.

Section 2. One glass enclosed locked bulletin board will be provided to the Union exclusive for:

- a. Announcement of meetings;
- b. Notices of elections of officers of the Union; and

c. Updates of negotiations.

Section 3. Notices of Union meetings or of grievance/arbitration meetings affecting individual bargaining unit employees may be placed in the facility mailboxes of the bargaining unit employees by an Officer of the Local Union.

Section 4. The Company reserves the right to determine the location of the Union bulletin board as long as it is located in an area to which the bargaining unit employees have regular access.

Section 5. All postings for the Union bulletin board or mailbox distributions must be on Union letterhead or that of the Local Union or signed by a Union Officer. The Union shall provide any posting to the Warden, or designee, for approval before posting. The Union shall not be permitted to post any document on such board containing any language derogatory about the Company, its employees, or its governmental partners or potential partners or which otherwise reflects negatively upon such entities. There shall be no other distribution, hand billing, or posting by employees or the Union of any other materials including, but not limited to, notices, pamphlets, advertising, political materials, on Company property or in any location other than the bulletin board.

ARTICLE 10 - NOTICE

Section 1. Whenever notice is to be given under the terms of this Agreement to either party hereto, it shall in all cases, except where some other method is specifically prescribed herein, be sent by "Certified Mail, Return Receipt Requested," to the following addresses with respect to the Company and the Union:

COMPANY	UNION
Warden Torrance County Detention Facility 209 County Road AO49, Estancia, NM 87016	Regional Vice President 25510 Kelly Road Roseville, MI 48066

Section 2. When notice is given as prescribed in the foregoing paragraph, the notice shall be deemed to have been given on the day that it is mailed.

Section 3. Each employee covered by this Agreement shall be responsible at all times for having his correct address and a working telephone number on file with the Company. The Company shall be entitled to rely upon the last known employee contact information on file in the employer's official personnel records. Unless otherwise required by the express language of this Agreement, when the Company is required to give an employee notice under any provision of this Agreement, that notice may be given in writing through posting, hand delivery, or by mail to the employee's address on file or orally in person or over the telephone at the number on file with the Company. Information pertaining to bargaining unit employees may be posted at the facility on a

Company bulletin board. In such cases, notice is deemed to have been given as of the date of posting. All employees have an obligation to review and will be held accountable for any information posted on the Company bulletin board for information.

Section 4. Except where some other method is specifically prescribed herein, when an employee is required to give notice under any provision in this Agreement to the Company, said notice shall be deemed to have been properly given when the employee informs the Warden, in writing, either via first class mail or delivery in person to the Warden. If mailed, the notice shall be deemed to have been given on the date that it was postmarked.

ARTICLE 11- MANAGEMENT RIGHTS

Section 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, or discharge for just cause; to relieve employees of duties;
- 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 including time and attendance 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, the parties intend there to be no limitation upon the Company's rights.

Section 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. Work rules and policies set out in this Agreement or in existence at the time of the Agreement are presumed reasonable, in contract conformity, and just cause for disciplinary action. The Union, under the grievance and arbitration procedures of this Agreement, retains the right to grieve the reasonableness or contract conformity of any such newly established work rule or policy within fifteen (15) calendar days of it being furnished to the Union through its Steward or representatives. Should the Union not grieve any such rule or policy within the fifteen (15) days, it shall be deemed reasonable and in conformity and just cause for disciplinary action under this Agreement.

Section 3. The Company may require, as a condition of employment or continued employment, any employee or potential employee to submit to a physical examination, eye, or hearing examination, at any time, by a doctor of the Company's choosing. The Company may, in whole or in part, rely upon the results of any such examination in evaluating the ability of the employee or potential employee to perform efficiently, effectively, and safely and may accommodate, retract any offer of employment, disqualify, or take other action deemed appropriate by the Company.

Section 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.

ARTICLE 12 - PROBATIONARY PERIOD

Section 1. Newly hired employees into the bargaining unit or those rehired/recalled into the bargaining unit after a six (6) consecutive month or longer break in service, shall undergo a probationary period of 270 calendar days on the job following successful completion of any required or assigned pre-service training. Existing CoreCivic employees transferring into the bargaining unit shall undergo a 90-calendar day probationary period. After successful completion of the probationary period, the employee shall be considered a "regular" employee for purposes of this Agreement.

Section 2. Employees shall have no rights under the Grievance and Arbitration Procedure provisions of this Agreement until they have successfully completed their probationary period.

Section 3. This Article shall not apply to any employee who, at the time of the effective date of this Agreement, has already completed any required probationary period.

Section 4. Employees undergoing the probationary period specified by this Article shall be entitled to the wages and fringe benefits set forth in this Agreement.

ARTICLE 13 - SENIORITY

Section 1. For purposes of this Agreement, seniority is defined as the employee's total length of continuous employment from the employee's most recent date of hire, or transfer, into the bargaining unit covered by this Agreement as a regular full-time non-probationary employee of CoreCivic. Should such employees have the same seniority date under this Agreement, they will be given seniority ranking order based upon their last six digits of their respective social security number (with the lowest number being given the higher seniority ranking). Part-time employees will have seniority only among other part-time employees.

Section 2. As provided under this Agreement, the Company will consider seniority in layoffs, recalls, and in job bid awards for designated primary posts.

Section 3. For benefit, layoff, and /or recall purposes, the Company has the right, but is not required, to recognize dates of uninterrupted service for existing CoreCivic employees that transfer into the bargaining unit; doing so in any one case shall not set precedent for any future case.

Section 4. Employees who transfer or who are promoted out of the bargaining unit to other positions with CoreCivic shall continue to accrue bargaining unit seniority for a period of six (6) consecutive months following such move, after which their bargaining unit seniority shall be frozen until such time they either leave CoreCivic or return to the bargaining unit (whichever occurs first).

Section 5. Employees will be terminated from employment without recourse to the grievance/arbitration provisions:

- a. If the employee quits/resigns/retires;
- b. If the employee fails to return to work as instructed in any recall notice;
- c. If the employee is laid off for six (6) consecutive months or off work for any other reason for a continuous period of thirteen (13) consecutive weeks;
- d. A settlement with the employee has been made for total disability or where any settlement or agreement arising out of or related to any other reason waives future employment rights with the employer;
- e. The Government Partner revokes the employee's clearance; or
- f. If the employee provides information on their application for employment or any other pre-employment forms which the employee knew, or should have known, was false or a misrepresentation or failed to fully and completely provide information requested, regardless of when such is discovered.

ARTICLE 14 – LAY OFF/RECALL

Section 1. Should the Company determine there is a need for a reduction in force anticipated to last ninety (90) continuous days or more, at the Company's discretion, volunteers for lay off may be solicited among the regular bargaining unit employees. If volunteers are not sought or, if sought, are insufficient to meet the needed reduction, the Company will lay off in the following order:

- a. Probationary employees who at that time are participating in any required or assigned pre-service training;
- b. Probationary employees who have successfully completed their pre-service training; and
- c. Non-probationary employees after giving due consideration to factors including, but not limited to, the relative seniority and respective qualifications, work record, disciplinary history, and job experience of the employees.

Section 2. Non-probationary employee laid off under this Article, shall retain recall rights for up to six (6) consecutive months.

Section 3. Following any lay off implemented under this Article, should the Company determine there is a need to recall additional bargaining unit personnel, the Company will look first to recall the non-probationary employees so laid off, giving due consideration to factors including, but not limited to, the relative seniority and respective qualifications, work record, disciplinary history, and job experience of the laid off employees.

Section 4. Laid off employees shall be required to take the recall. Failure to take such offered work shall result in waiver of any recall rights and termination of employment.

ARTICLE 15 - POSTING/BIDS

Section 1. The Employer has the authority to determine the existence or non-existence of vacancy requiring the posting and bidding procedures of this Article.

Section 2. The following procedures only apply to vacancies determined to exist in the primary posts of Transportation, Visitation, Recreation, or Sallyport.

- a. Prior to the posting of any vacancy, the Company may elect to give current employees assigned to the primary post the option to change shifts/cards. The Company has the discretion in granting or denying any such request.
- b. Vacancies in any primary post position shall be posted for a ten (10) calendar day period on the Company bulletin board. Non-probationary bargaining unit employees interested in being considered for such opening and who meet any posted minimum qualifications relevant to the job shall submit a written request to Chief of Security during that ten (10) calendar day period.
- c. The open position shall be awarded to the applying employee considered by the Company to be the best qualified candidate after giving due consideration to factors including, but not limited to, the relative seniority and respective qualifications, work record, disciplinary history, job experience and any test scores or interview responses of the applying employees.

Section 3. If a vacancy is created in any of the above noted primary post/assignments as a result of filling a position under this Article that vacancy shall also be filled pursuant to the procedures set out in herein.

Section 4. If no bargaining unit employee indicates an interest in any posted position or if the Company determines that no bargaining unit employee who has expressed an interest is qualified, the Company may assign a qualified employee to the post or may elect to hire or transfer an individual from outside of the bargaining unit to the vacancy.

ARTICLE 16 - WORK OF EMPLOYEES

Section 1. No work, post, assignment, or specific job that may performed by bargaining unit employees at the time of this Agreement or given to such employees during the term shall be considered the exclusive right or jurisdiction of the bargaining unit employees.

Section 2. Regardless of any primary post assignment, daily post assignment, or specific duty

requested, every bargaining unit employee is subject to being assigned to any security related post, duty or task as well as placed into non-bargaining unit positions in the discretion of the Employer where the Company determines such assignments further the efficient, effective, safe, or secure operation of the facility or, in the Company's opinion, meets other similarly related business justification or operational need including, but not limit to, addressing staffing shortages or avoiding/minimizing overtime/premium pay exposure .

Section 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 other similarly related business justification or operational need including, but not limit to, addressing staffing shortages or avoiding/minimizing overtime/premium pay exposure.

Section 4. During the term of this Agreement, the Company may subcontract any work or services otherwise performed by or assigned to bargaining unit employees where the Company determines such action to be necessary for the efficient, effective, safe, and secure operation of the facility, or to meet contractual obligations, or provide training and instruction, or to perform work for which the bargaining unit is not qualified to perform or for which the Company is not equipped, or to provide staffing relief or coverage. The Company and Union agree that this Agreement will not apply to any individuals performing services under such subcontracts and that such individuals are not bargaining unit employees and therefore will not be entitled to the wages or fringe benefits, or other benefits of Union membership, specified in this Agreement.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

Section 1. Employees shall be subject to discipline for just cause including, but not limited to, violations set out in the Work Rule Appendix A to this Agreement.

Section 2. The Company generally recognizes the concepts of progressive discipline (which may include, but not be limited to, written warnings, suspensions from work or written suspensions while at work, demotion, retraining, or termination, etc.). In determining the appropriate penalty for any disciplinary infraction, the Company will consider factors such as, but not limited to, the work history and prior disciplinary record of the employee, the nature of the offense, consistency of discipline, impact upon contractual obligations with the government partner, as well as the possible and actual consequences of the offense. Using the foregoing guidelines, the appropriate penalty shall be at the discretion of the Employer.

Section 3. The affected bargaining unit employee may request Union representation at any disciplinary meeting. If requested, the employer will have the on-shift and available Chief Steward, Steward, Alternate Steward, or Local Officer present to attend the meeting. If none of the forgoing are present and available, the bargaining unit Officer will be provided a fellow bargaining unit member as a witness.

Section 4. Each Friday, copies of all disciplinary notices issued during the preceding week

will be given by U.S. first class mail, or inter-facility mail to the Local President of the Union.

Section 5. The record of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action after twelve (12) months for formal written disciplinary warnings and after eighteen (18) months for suspensions if no further discipline has been imposed during the applicable period.

Section 6. Discipline will be issued within 30 days of confirmation of a rule violation. Periods of leave (whether paid or unpaid) will not be included in the calculation of the 30-day period. The 30-day period may be extended unilaterally by management for good cause by providing notice to a union representative. Serious rule violations that result in a recommendation of termination will be exempt from this requirement.

ARTICLE 18 -GRIEVANCE AND ARBITRATION

Section 1. Except where specifically exempted by the express terms of this Agreement, the grievance and arbitration provisions set out herein shall be the exclusive method to be followed by the Union and the bargaining unit employees in the adjustment or settlement of all questions or disputes concerning the meaning, interpretation, application, or enforcement of any express written provision of this Agreement.

- a. The Employer cannot file grievances.
- b. This Article does not survive the term of this Agreement, nor does it apply to certain sections of the Agreement.

Section 2. Time Limitations. 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.

Section 3. Processing of Grievances. The grievance shall be reduced to writing by the Union or the employee on a form agreed to by the Union and the Employer, signed and dated by the union Steward and filed with facility's Human Resource Manager, or designee within the time limits set out in Section 2 of this Article.

The written grievance shall include a concise statement of the nature of the grievance, the specific acts, omission, conduct, 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,

- a. The Warden, 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 Warden or designee where the union feels such meeting will assist in the investigation or processing of the grievance.

- b. Following the investigation, the Warden, or designee, will issue a written response to the grievance with copies going to the employee grievant as well as the Local Union President. The Company's response will be issued within ten (10) calendar days of any grievance meeting held under this Section or, in the event no such meeting is held, within twenty (20) calendar days of the grievance being filed, whichever time period is the longest. Should the Company fail to respond within these time limits, absent a mutually agreed to extension as provided under Section 2, the Union may proceed to the next step under Section 4.

Section 4. If no satisfactory settlement is reached under Section 3, within thirty (30) calendar days of the Company's Section 3 response being issued, the parties may jointly and mutually agree to engage in non-binding mediation. The mediator will be one of the commissioners from the New Mexico office of the Federal Mediations and Conciliation Service and conducted under standard FMCS rules and guidelines for such procedures; provided that there be no record of the proceedings, no witness testimony offered but rather a presentation from both sides of the dispute and what the respective sides contend the evidence would show should the matter proceed to arbitration.

Section 5. Should the dispute remain unresolved following meditation, or should the parties elected not to proceed to mediation, the Union may submit the grievance to arbitration. Notice of the Union's desire to submit the grievance to arbitration must be made in writing to the Warden within thirty (30) calendar days from the meditation or the Company's Section 3 response to the grievance being issued; failure to timely move the matter to arbitration shall render the grievance abandoned and waived.

Section 6. Where a grievance is being submitted to arbitration, the Union shall request a list from the Federal Mediation and Conciliation Service of seven (7) arbitrators from New Mexico and the immediate surrounding states. The parties shall select there from one (1) arbitrator by alternately deleting names from the list until a last name remains; as the moving party the Union shall be entitled to the first list deletion. Each party retains the respective right to reject one entire panel in each case.

Section 7. The arbitrator selected in accordance with the Section 6 procedure shall decide the dispute. The arbitrator's decision shall be final and binding on the Employer, the Union, and the bargaining unit employee(s), provided the decision is reached based upon and in accordance with the express written terms of the Agreement and rendered in accordance with federal, state law, or any controlling governmental contract applicable to the facility.

Section 8. In considering any grievance, the arbitrator shall only have authority to decide if the Employer violated the express terms of this Agreement. The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other and the arguments presented in the written briefs of the parties. The

arbitrator shall have no authority to add to, subtract from, supplement, or modify this Agreement in any way or to rule on any matter not related to the Agreement, or on any dispute arising at any time other than while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage rates on new or changed jobs or any existing job or to change any wage rate. The arbitrator shall have no power to substitute their discretion in cases where the Employer has retained discretion or has been given discretion by this Agreement. Likewise, the arbitrator shall not be empowered, and shall have no jurisdiction, to base an award on any alleged custom, practice, or understanding which occurred prior to the effective date of this Agreement.

Section 9. In any monetary remedy ordered by the arbitrator, all awards of back wages shall be limited to the amount of straight time wages the employee would otherwise have earned less any unemployment compensation or any other compensation the employee may have received or is due from any source during the period. If the employee was out of the labor market for any reason, or failed to make diligent efforts to apply or look for work during unemployment, no back pay shall be awarded for that period of time. Where a back pay remedy is sought, it is the grievant's burden to prove efforts to apply for and look for work.

Section 10. The arbitrator shall not be empowered to render a decision or award which grants relief extending beyond the termination date of this Agreement or to grant relief extending more than fifteen (15) days prior to the presentation of the grievance. In arbitrations which involve discipline for conduct expressly prohibited by Article 12 of this Agreement, the arbitrator's scope of review shall be limited solely to a determination of whether or not the employee actually committed the act or acts for which they were disciplined; the Employer's decision of the kind and degree of discipline shall not be disturbed if the arbitrator finds that the employee committed the act or acts. In all other matters of Employer discipline the arbitrator shall determine the circumstances upon which the discipline was based and if the circumstances were substantially as found by the Employer, the discipline will not be disturbed.

Section 11. The arbitrator shall not be empowered to hear more than one (1) grievance at any time unless the parties have otherwise agreed in writing prior to the proceeding.

Section 12. In an arbitration held under the terms of this Agreement, neither any employee representative or witness (s) called by, or on behalf of, the Union, nor the aggrieved employee shall be paid by the Company for time spent attending arbitration proceedings. The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 13. Grievances that involve, assert, or otherwise offer, in whole or in part, an implied or expressed basis for disputing the Company's challenged action any fact, claim, or defense that could, if true, be considered as, give rise to, or would otherwise require the arbitrator to consider, address, or determine any issue, fact, or evidence relating or giving rise to a claim of unlawful discrimination, employment tort, violations of public policy, or violation of any federal or state statute, regulation, or ordinance shall not be subject to consideration or resolution under the arbitration process of this Agreement; such grievances, without exception, shall be outside of the jurisdiction of any arbitrator.

ARTICLE 19 – NO STRIKE

Section 1. Under no circumstances will the Union or the bargaining unit employees call, engage in, instigate, promote, cause, sponsor, condone, support, assist, sanction, authorize, permit, encourage, or take part in any strike (including, but not limited to any unfair labor practice strike), sit down, slowdown, work to the rule, sympathy strike, jurisdictional strike, withholding of services, work stoppage, picketing (informational or otherwise), hand billing, consumer boycotts, curtailment of work, reduction of production, interference of any kind with the operations of the Employer, interference of any kind with the customers or potential customers of the Employer, or any other concerted activity which curtails, interferes with, or interrupts or threatens such curtailment, interference or interruption of the Company's operation, the servicing of the Company's customers, or the Company obtaining new customers.

Section 2. Neither the Union, nor any bargaining unit employee, will recognize and honor any picket line, or any other concerted activity, established for any reason by any other union, other organization, or individual(s), including, but not limited to, any type of activity contesting grievance, jurisdictional, contract expiration, substandard wage disputes, or for recognition purposes, at the Torrance County Detention Facility, or any other CoreCivic location, customer, vendor, or location to which the bargaining unit employee may be assigned as a result of their employment.

Section 3. In the event of any conduct prohibited by either Section 1 or 2 of this Article, the Union, its officers, agents, stewards, and representatives shall immediately make every good faith effort to end such activity. This effort shall include, but not be limited to, instructing the bargaining unit employees in writing, with a copy provided to the Company, that the conduct is not authorized, ratified, or condoned by the Union, is in violation of the Agreement, that they may be disciplined up to and including discharge, and to immediately quit the offending conduct and to return to work.

Section 4. The obligations, rights, and provisions of this Article are completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement, including the grievance and arbitration provisions.

Section 5. The Company will not lockout bargaining unit employees during the term of this Agreement.

ARTICLE 20 - DRUG AND ALCOHOL

The bargaining unit employees will be covered by and subject to the drug and alcohol use, testing, and disciplinary procedures now in place for the Torrance County Detention Facility or as may be put in place during the term of this Agreement.

ARTICLE 21 – WAGES

Section 1.

Currently the base rate of pay for a Detention Officer at the Torrance County Detention Facility is \$23.41.

Section 2.

- a. Effective May 3, 2026, bargaining unit employees will receive an hourly rate of \$27.27.
- b. Effective May 15, 2027, Wage Reopener.
- c. Effective May 15, 2028, Wage Reopener.

Section 3.

- a. Either party may elect to re-open Section 2(b) or (c) of this Article for the sole and exclusive purpose of negotiating changes to the wage rates set out in Section 2(b) or (c) of this Article.
- b. The party desiring to re-open the agreement must give the other party written notice by January 1, 2027 or by January 1, 2028. Either party may request to re-open Section 2(b) or (c) at any time in addition to these notice periods, but the agreement to do so by the other party outside of these notice periods is discretionary.
- c. During any such re-opener, neither party is obligated to consider or negotiate any provisions of this Agreement other than those set out in Section 3(a) of this Article.
- d. Assuming the parties have satisfied the notice requirements for re-opening Section 3(b) of this Article, the re-opener shall not in any way limit or otherwise modify each party's respective obligations and rights set out in the No Strike/No Lockout Article of this Agreement in terms of creating any right to lock-out or call out on strike bargaining unit employees in an effort to put economic pressure on the other party to accept their respective re-opener proposal.

Section 4. During the term of this Agreement, should the Torrance County Detention Facility introduce any new bonus or incentive plans applicable to the non-bargaining unit, non-exempt hourly non-supervisor/management Torrance County Detention Facility employees, to the extent such plans are not department or job classification specific, such plans will be made available to the bargaining unit employees under the same terms, conditions, eligibility requirements, and benefit levels.

Section 5. Bargaining unit employees who report to work as scheduled without having been

notified not to report, and work is not available, will be paid four (4) hours reporting pay at their regular straight time basic rate. Reporting pay shall not apply in situations where an employee is called in outside of scheduled work for recall sessions, interviews, disciplinary investigations, or other similar non-shift work situations or in situations where the inability to put the employee at work is the result of acts of God, failure of equipment beyond the Company's control, or similar events beyond the Company's control.

ARTICLE 22 - OVERTIME

Section 1. Employees will be paid an overtime premium of one and one-half times (1.5x) their straight time hourly base rate in accordance with the United States Fair Labor Standards Act, as amended, for all hours actually worked in excess of forty (40) hours in one workweek.

Section 2. There shall be no duplication and/or pyramiding of overtime and/or premium pay under this Agreement.

Section 3. When, in the Company's opinion, the need for overtime/extra work by a bargaining unit employee exists, the Company will fill that need using the following order and procedure:

- a. Step 1.
 1. Assign the overtime/extra work to volunteer employees (on or off shift) from a posted sign-up sheet.
 2. Employees have the opportunity to remove their name from any posted sign-up sheet up until they are offered the overtime/extra work.
 3. The Company has discretion in selecting volunteer employees, considering factors such as skills and abilities of the employees as well as time worked during the pay period and overall overtime impact.
 4. Employees who sign up for voluntary overtime/extra work and are then offered the work, must accept work.
 5. Employees who refuse the offered time may be subject to discipline, including, but not limited to, removal from the voluntary list, and prohibited from signing up for voluntary overtime/extra work for a period of 30-days following the refusal;
- b. Step 2.
 1. If the overtime/extra work need cannot be filled under Step 1, the Company may draft/force overtime/extra work coverage from the employees on shift.

2. The Company has discretion in selecting employees, considering factors such as availability, skills, abilities, and seniority of the employees as well as time worked during the pay period and overall overtime impact.
3. Once drafted and worked, absent operational or security needs, that employee will not be drafted again for the next two (2) calendar days.
4. Once drafted, the employee must report to work the same as if the draft overtime day is a regularly scheduled workday. Failure to report for an overtime draft workday will be treated the same as a failure to report to work on any regularly scheduled workday.
5. An employee may submit a written request to be excused from the drafting process. Request for exemption from the drafting process will be considered the same as any other request for accommodation and will be granted on an individualized basis that will not create or serve as precedent for any other employee seeking exemption from overtime draft.

c. Step 3.

If the overtime/extra work need cannot be filled under either Step 1 or Step 2, the Company may solicit volunteers and/or draft from off shift employees. The Company has discretion in selecting employees considering factors such as time worked during the pay period and overall overtime impact.

Section 4. The foregoing procedures may not apply where the need to hold an employee over beyond their normal shift is the result of the need to continue to the point of completion or relief an ongoing assignment or post or where temporarily necessary to keep a post staffed until relief arrives.

Section 5. Bargaining unit personnel are considered essential employees in terms of the safety and security of the facility, inmates, Torrance County Detention Facility employees, and the community as a whole. As such, in emergency circumstances such as where operational safety and security issues exist or in response to acts of God, the Company may force overtime/extra work be performed by bargaining employees without regard to the above procedures as is necessary to respond to and for the duration of the emergency. The failure to work an assignment subjects the employee to disciplinary action.

Section 6. The Company may relieve, excuse, and release any employee from work on any work day in any workweek as a means of managing hours worked or anticipated to be worked even if such results in the loss of overtime eligibility during the workweek.

Section 7. As may be requested, the parties will make themselves available to discuss ideas or issues as they may arise during the term of this Agreement related to the overtime/extra work provisions of this Article.

ARTICLE 23 – UNIFORMS

Section 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. The 2023 annual 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 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 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 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 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 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 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) in any rolling twenty four (24) month period. The Employer has the right to request proof of any replacement cost or purported damage value.

ARTICLE 24 – HOLIDAYS

Section 1. The Company recognizes the following eight (8) federal holidays that the Company will observe on specific dates as further described herein: New Year's Day, Martin Luther King,

Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Section 2. In addition to the federal holidays identified in Section 1 above, the Company will provide three (3) Floating Holidays.

Section 3. On an annual basis, the Company will publish the Holiday Usage Period schedule that will designate the dates on which the Company will observe federal holidays and the timeframe before and after the official holiday observation dates during which employees may take time off in observation of each federal holiday. Employees may take a Floating Holiday at any time during the calendar year according to employee preference and subject to scheduling and approval requirements.

Section 4. To request holiday paid time off employees must submit a request utilizing the facility's designated system of record for requesting time off in accordance with Article 30 of this Agreement. All requests are subject to supervisory approval, which may depend on and be based on the staffing needs of the facility.

Section 5. For each holiday, full-time employees will be paid eight (8) hours holiday pay at their straight time/regular hourly rate. Holidays must be taken in full-day increments. Regular part-time employees will be paid for a day of holiday time equal to 1/10 of the employee's regularly scheduled hours per pay period.

Section 6. Employees will be required to use any previously earned and available holiday pay during a period of leave of absence, including any approved FMLA, non-FMLA medical leave, discretionary leave or during any other period of unpaid absence, including unscheduled absences for a scheduled work day. However, employees on administrative leave without pay may not use available holiday pay during such periods.

Section 7. Employees who do not take a federal holiday as holiday paid time off within the Holiday Usage Period will be paid eight hours of holiday pay in accordance with the Holiday Usage Period schedule. Upon separation of employment (voluntary or involuntary), employees will be paid on a straight time basis for any federal holiday that has been officially observed but not yet paid or taken by the employee, and for any Floating Holiday that has not been paid or taken by the employee.

Section 8. Holidays paid, but not worked, shall not be considered as time worked for overtime calculation purposes.

Section 9. If an employee is on leave without pay (whether approved or unapproved), or is receiving disability under the Company's benefit plan or is receiving workers' compensation benefits for the entire work week in which a holiday is officially observed by the Company, the employee will not be eligible for holiday pay for that holiday.

Section 10. Any employee who is required to work on a holiday but fails to do so shall forfeit any holiday pay, unless the failure to work is otherwise excused and taken pursuant to the terms

set out under this Agreement.

Section 11. Employees are not eligible to take federal holidays in advance of the Holiday Usage Period except as provided in the annual Holiday Usage Period schedule. Holiday pay will not be advanced to employees who are on unpaid leave (approved or unapproved), receiving disability pay under a CoreCivic benefits plan, or receiving workers' compensation benefits.

Section 12. Employees who receive holiday pay in advance of the Holiday Usage Period but then do not meet the holiday pay eligibility requirements will be required to exchange Personal Leave for the holiday pay. The Company will process the exchange as soon as administratively feasible following the determination that the employee did not meet the holiday pay eligibility requirements.

ARTICLE 25 – PERSONAL LEAVE

Section 1. Full-time bargaining unit employees are eligible to earn and take Personal Leave beginning from their most recent date of hire.

Section 2. Personal Leave may be used by eligible bargaining unit employees for vacation, handling personal business, or as compensation during otherwise unpaid approved leave of absence (for example Family Medical Leave, Bereavement, or Civil Leave). Personal Leave may also be used for illness or any of the other uses specified for Sick Leave in Article 26 of this Agreement, but not for any period of disciplinary suspension.

Section 3. Employees must use any accrued Personal Leave during a period of leave without pay (LWOP), including any approved FMLA Leave, Non-FMLA Medical Leave, Discretionary Leave, or during any other period of absence, including unscheduled absences for a scheduled workday.

Section 4. Personal Leave must be used during the calendar year in which it is earned. Personal Leave will not be carried forward into the next calendar year. With the approval of management, an eligible employee who has completed any required waiting period under this Article for accrual, may advance up to forty (40) hours of Personal Leave for use prior to actual accrual. However, upon an employee's Personal Leave balance reaching a negative forty (40) hours, no additional Personal Leave may be advanced. If employment with CoreCivic ceases prior to the accrual of sufficient Personal Leave hours to offset any advanced leave, the amount of the advance not otherwise offset by accrued but unused Personal Leave hours will be withheld from the employee's final paycheck as a repayment of a pay advance in accordance with applicable state and federal law.

Section 5. For bargaining unit employees hired on or after January 1, 2002, Personal Leave is accrued as follows:

YEARS OF CONTINUAL SERVICE	ACCRUAL PER HOUR WORKED	PER PAY PERIOD MAXIMUM	ANNUAL MAXIMUM
Less Than 5	0.0388 hours	3.10 hours	80 hours
5 – 14	0.0577 hours	4.62 hours	120 hours
15 or more	0.0770 hours	6.16 hours	160 hours

For bargaining unit employees hired prior to January 1, 2002, Personal Leave is accrued as follows:

YEARS OF CONTINUAL SERVICE	ACCRUAL PER HOUR WORKED	PER PAY PERIOD MAXIMUM	ANNUAL MAXIMUM
Less Than 5	0.0500 hours	4.00 hours	104 hours
5 – 14	0.0625 hours	5.00 hours	130 hours
15 or more	0.0770 hours	6.16 hours	160 hours

Section 6. 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 under Section 11 (a-f) of this Article must be taken in a minimum of 4-hour segments.

Section 7. 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 8. Personal Leave is not counted as time-worked for purposes of calculating overtime.

Section 9. Personal Leave that is requested, approved, and processed in accordance with the Company's bi-weekly payroll schedule, will be paid on the paycheck date that corresponds with the pay period in which the Personal Leave was taken.

Section 10. Employees will not be paid both Personal Leave and holiday pay for a holiday observation date. However, employees whose scheduled work day exceeds eight (8) hours may use Personal Leave hours to supplement the eight (8) hours of holiday pay, up to the number of hours in the employee's scheduled work day.

Section 11. Employees desiring to take Personal Leave must submit a request utilizing the facility's designated system of record for requesting time off from work and in accordance with Article 30 of this Agreement.

- 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 ¼ 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 ¼ 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 ¼ groupings of employees by shift by seniority. Employees who are on approved leave during the eight (8) day period of time under which they would be eligible to submit their leave request under subpart (c) 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 up 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 right to limit the number of bargaining unit employees that may be granted leave at any one time or to otherwise administer the vacation/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. 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. Requests for Personal Leave submitted under this procedure for the upcoming calendar year, 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) within any limits established by the Company. The scheduling of Personal Leave, therefore, does not guarantee that time off (1) should circumstances arise which place in question the ultimate accrual of the time or (2) should other Personal Leave 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 accrue 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 6 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 26 - SICK LEAVE

Bargaining unit employees will be offered and have the ability to take sick leave under the same policy provided to the non-bargaining unit hourly non-exempt employees at the Torrance County Detention Facility as such policy, terms, conditions, accrual rates, exist at the time of this Agreement or as such may be changed by the Company during the life of this Agreement. Currently, that policy is provided in accordance with New Mexico's Healthy Workplaces Act, and the parties agree that the Company's policy satisfies the sick leave obligations set forth in Executive Order 13706 and is provided in lieu of sick leave required by Executive Order 13706.

ARTICLE 27 - BEREAVEMENT LEAVE

Section 1. Non-probationary employees will be excused from work for up to three (3) consecutive work days, with pay at eight (8) hours for employees assigned to eight (8) hour shifts, ten (10) hours for employees assigned to ten (10) hour shifts, or twelve (12) hours for employees assigned to twelve (12) hour shifts at their straight time regular rate hourly rate of pay for each full

day missed to attend the funeral of an immediate family member (i.e., employee's current spouse, child, step-child, parent, step-parent, grandparent, sibling, step-sibling). Employees may request use of available Personal Leave to cover any additional time away from work requested and approved time in connection with any bereavement leave. Likewise, for relationships other than those listed above, employees may request use of available Personal Leave. If, during the term of this Agreement, CoreCivic modifies the bereavement leave policy applicable to the non-bargaining unit non-exempt Torrance County Detention Facility employees to include immediate family members other than those listed herein, the additional members so added will also be included in the benefits provided for bargaining unit employees under this Article.

Section 2. Employees must give the Company as much advance notice as possible of the need to miss work because of a death in the immediate family as defined above in Section 1.

Section 3. The Company may request proof of the relationship or funeral.

Section 4. Employees requesting Bereavement Leave must do so by utilizing the facility's designated system of record for requesting time away from work and in accordance with Article 30 of this Agreement.

ARTICLE 28 - CIVIL LEAVE

Section 1. Bargaining unit employees who have been summoned to serve as a member of a jury panel or subpoenaed as a witness in a court or an administrative hearing or other required civil functions as approved by Management on a day the employee is otherwise scheduled to work, will be excused from work. Civil leave does not include functions involving personal litigation or services as a paid expert witness.

- a. Where such employees have completed 12-months of continuous employment, the Company will pay up to a maximum of five (5) days lost work in any rolling 12-month period. Any court compensation/witness fees paid to the employee will be deducted from any such payment.
- b. Unless otherwise required by controlling applicable law, civil leave by employees with less than 12-months employment will be unpaid leave. Such employees may request use of any available Personal Leave or floating Holiday.

Section 2. Any summons, subpoena or other court order requiring the employee's absence must be presented to the employee's supervisor as soon as possible along with the Employee's request for leave in accordance with the facility's designated system of record for requesting time away from work and in accordance with Article 30 of this Agreement. The employee must notify the Company upon the completion of the service/appearance and may, at the Company's discretion, be required to report to work to complete any portion of the scheduled workday.

Section 3. Upon reporting to work following completion of the required service/appearance, the employee must present proof of service/appearance from the court that includes dates of

service/appearance and date/time of release.

Section 4. Civil leave does not include functions involving personal litigation or services as a paid expert.

ARTICLE 29 - VOTING TIME LEAVE

Section 1. 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,
- 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; and
- c. The employee's request is for the date officially recognized as "election day", not for an early voting absence.

Section 2. The maximum time allowed under this Article is two (2) hours.

Section 3. The Employer may specify the hours during the specified period in which the voter may be absent.

Section 4. 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 calculating overtime.

Section 5. 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 30 – TIME OFF REQUESTS

Section 1. Employees requesting time off in accordance with Article 24, Article 25, Article 26, Article 27, Article 28 or Article 29 of this Agreement are required to submit such time off from work requests utilizing the facility's designated system of record.

Section 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 requests/takes such leave for reasons other than those stated in the applicable Article of this Agreement; or
- d. The employee fails to provide the documentation required under the applicable Article of this Agreement.

ARTICLE 31 - UNPAID LEAVES OF ABSENCES

Section 1. Family Medical Leave Act. Employees eligible for leave under the terms of the federal Family Medical Leave Act will be granted such leave under the terms and conditions as required by the law and pursuant to the Employer's policies established to implement the law's mandates as such exist at the time of this Agreement or as such may be changed during the life of this Agreement.

Section 2. Military Leave. Employees eligible for leave under the terms of any federal or state military leave provisions will be granted such leave under the terms and conditions as required by law and pursuant to the Employer's policies established to implement the laws mandates as such exist at the time of this Agreement or as such may be changed during the life of this Agreement.

Section 3. Union Leave.

- a. Negotiations. Up to three (3) bargaining unit employees, designated in writing by the Union at the start of contract negotiations (or reopener negotiations), will be given unpaid leave of absence from work to attend negotiation sessions for a new contract or for reopener sessions allowed under this Agreement. The Employer reserves the right to deny leave where, in its sole discretion, the Employer determines that operational considerations will not allow the release of one or more of the designated employees on the requested date or at the designated time. Should there be the case, the Union may request an alternate employee be released to attend negotiations under this subpart. Employees may request use of available Personal Leave to cover any time away from work granted under this subsection.
- b. Meetings/Training. The Union Local President and Financial Secretary (or their designee) may be eligible for up to six (6) days of unpaid leave during each year of this Agreement to attend Local business meetings. The covered Union Local official will give no less than thirty (30) day's advance request for the leave. The Employer reserves the right to deny leave where, in its sole discretion, the Employer determines that operational considerations will not allow the release of the designated employee on the requested date or at the designated time. Should that be the case, the Union may request

an alternate Local Union officer be released to attend the Local meetings. The designated employees may request use of available Personal Leave to cover all or some of the six (6) days allowed under this subsection or any additional time away from work needed in conjunction with attending any union meeting or training.

ARTICLE 32 – INSURANCE AND DISABILITY BENEFITS

Section 1. Bargaining unit employees will be offered and have the ability to participate in the same major medical health insurance plan provided to the non-bargaining unit hourly non-exempt employees at the Torrance County Detention Facility as such plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

Section 2. Bargaining unit employees will be offered and have the ability to participate in the same life insurance plan provided to the non-bargaining unit hourly non-exempt employees at the Torrance County Detention Facility as such plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

Section 3. Bargaining unit employees will be offered and have the ability to participate in the same long term and short term disability plan(s) provided to the non-bargaining unit hourly non-exempt employees at the Torrance County Detention Facility as such plans, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

ARTICLE 33- RETIREMENT

Bargaining unit employees will be offered and have the ability to participate in the same 401(k) benefits that may be provided to the non-bargaining unit hourly non-exempt employees at the Torrance County Detention Facility as such plans, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

ARTICLE 34 - SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared invalid by any court of competent jurisdiction or by reason of an existing or subsequently enacted legislation or National Labor Relations Board decision or by any term or condition of a customer contract or regulation governing the operation of the facility, such shall not invalidate the remaining portions hereof. Rather, the remaining parts or provisions shall be maintained in full force and effect.

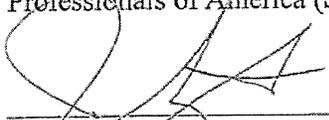
ARTICLE 35 -TERM

This Agreement shall be effective April 15, 2026 and shall continue in full force and effect through April 14, 2029 (expiring at 12:01 AM April 14, 2029). This Agreement shall automatically renew for successive periods of twelve months thereafter unless either party serves written notice upon the other of the desire to amend, modify, or terminate the Agreement no later than one hundred twenty (120) days prior to the expiration date of this Agreement.

Agreed this March 11, 2026.

For:

International Union, Security, Police and Fire
Professionals of America (SPFPA)



JD Covington
Director Region 3



Maria Gamon
Local 725 President

For:

CoreCivic of Tennessee, LLC



Stacey Stone
Vice President Facility Operations

APPENDIX A (WORK RULE) as referenced in ARTICLE 17 – DISCIPLINE AND DISCHARGE

1. Engaging in any 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 or health policies, 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, misleading, or incomplete information on Company forms, records, reports, documents, time cards or time records; concealing, 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 (except for use of sick leave as provided for in Article 26 of this Agreement);
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 but in no case less than two (2) hours prior to the employee's scheduled start time (except for use of sick leave as provided for in Article 26 of this Agreement);

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. Incompetence, 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 result in danger or harm to any detainee, visitor, vendor, customer, government official, or CoreCivic or facility employee or to the Company's relationship and reputation with any contracting agency or customer; failing to meet job standards or qualifications;
14. Failing to be in complete uniform at all times in conformance with standards set by CoreCivic or the facility while on duty and in the performance of Company duties or on Company owned, leased, or used property;
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. Engaging in any conduct which has, or which could have, the effect of hindering, limiting, or interfering with normal operations of the facility or the performance of another employee;
17. Insubordination. This includes, but is not limited to, the refusal or failure to perform any assigned task, to fully and properly respond to any oral or written business related request from management, to fully and properly participate in any business related investigation, to fully obey instructions of any law enforcement official or proper authority of 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 Company or the custody of detainees housed at the facility, and includes any type of conduct, whether verbal, written, or physical, which undermines or otherwise challenges the authority of management;
18. Failing to provide cooperation and respect at work; failing to support the efforts of or show respect to other CoreCivic and/or facility employees, or to employees of 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, to carry out their duties; failing to contribute to an atmosphere of mutual respect among CoreCivic and/or facility employees;
19. Failing or refusing to cooperate or to fully and honestly answer any questions or produce requested material in any official investigation or inquiry being conducted by CoreCivic or the facility or by 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 or that may otherwise have oversight and/or investigatory responsibility concerning the operations of CoreCivic or the facility or the custody of detainees housed at the facility; providing false, incomplete, or misleading information to the Company or to 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;

20. 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;
21. Fighting, engaging in any threatening, harassing, abusive, or intimidating conduct or other discourtesy directed toward any visitor, vendor, customer, government official, or CoreCivic or facility employee, or participating in any physical horseplay or disorderly conduct with any detainee, visitor, vendor, customer, government official, or CoreCivic or facility employee while in the performance of Company duties, during work time, or while on Company owned, leased, or used property;
22. 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;
23. Engaging in or promoting conduct that leads to, or could lead to, the escape of or harm to any detainee or which otherwise compromises security and safety or is negligent with respect to the treatment, security, and protection of any detainee;
24. 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, or on Company owned, leased, or used property;
25. Possessing, without proper authorization, or unauthorized use of camera, video equipment, tape recorder, 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;
26. Using physical violence, threats, or verbal abuse, harassment, taunting, or other abusive or undue negative treatment, directly or indirectly (such as through another employee or detainee), toward any detainee, visitor, vendor, customer, or CoreCivic or facility employee, or of detainees (not otherwise justified as an appropriate intervention when the safety of detainees, staff, or visitors are in jeopardy), or any other conduct with regard to the care and treatment of detainees that violates CoreCivic or facility policy and procedures or the policies and procedures of any contracting agency or customer; using force with a detainee for punishment or reprisal; failing to report the threat, suspension, or actual occurrence of physical 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 physical abuse of a detainee by another detainee or by CoreCivic and/or facility personnel (Use

of physical force with detainee is allowed only in accordance with applicable Company policies and training.);

27. Engaging in, attempting to engage in, soliciting, or promoting any business with any current or former detainee or their families or representatives;
28. 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;
29. Introducing or the attempt to introduce 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;
30. 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, suspicion, 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 / Torrance Facility personnel;
31. 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 a detainee for filing a grievance or otherwise reporting misconduct or mistreatment; failing to respect the property of a detainee;
32. 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 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 Detention Officer or other positions with the Company;
33. 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);
34. 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);

35. 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;
36. 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;
37. 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;
38. 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;
39. Violating any Company rule, procedure, or policy; and
40. Failing to obtain, losing, or having revoked a security clearance that is required by the controlling governmental agency.



TORRANCE COUNTY
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No. 5 B



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No. 6



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No. 7



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 8