NORTHWEST ICE PROCESSING CENTER FACILITY COLLECTIVE BARGAINING AGREEMENT

Between

GEO Secure Services, LLC (GEO)

And



United Government Security Officers of America International Union, and its Local #883

Effective Dates: October 25, 2022 to October 24, 2025

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THIS AGREEMENT is entered into this October 25th 2022, by and between, GEO Secure Services, LLC (GEO), hereinafter referred to as the "Company," and the United Government Security Officers of America International Union, and its Local 883, hereinafter referred to as the "Union."

GEO Secure Services, LLC manages the Northwest Ice Processing Center located in Tacoma, Washington under the terms of an operations and management agreement with the United States Department of Homeland Security, Immigration and Customs Enforcement Agency (ICE) hereinafter referred to as the "Client." As the management agent for the Contract Agency(s), the terms of this document are governed by the Company's contract(s) and standards established by the Clients.



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

ARTICLE1 COGNITIONAND PURPOSE

- International Union, (UGSOA), and its Local 883 as the exclusive collective bargaining representative for all full-time and part-time Officers, Transportation Officers, Field Training Officers, Classification Officers, Court Security Officers, Recreation Officers, and Kitchen Officers employed by the Company at the Northwest Ice Processing Center as listed in the NLRB Certification in Case Number 19-RC-166182 and excludes (all managers, supervisors, confidential employees and other employees as defined by the National Labor Relations Act). These exclusions include but are not limited to the Facility Administrator, Assistant Facility Administrators, Captains, Lieutenants, other professional employees, Maintenance Staff, and Clerical Staff.
- 1.2 For the purpose of this Agreement, the term "Officer" or "Officers" designates only such Officers as are covered by this Agreement.
- 1.3 It is the purpose of this Agreement to promote and expand harmonious relationships between the Company and Officers represented by the Union to provide, where not inconsistent with Client rules and regulations, applicable state and federal laws and regulations required by any agency having jurisdiction over the Operations and Management Contract or Personnel Rules, for the salary structure, fringe benefits, and employment conditions of the Officers covered by this Agreement. It is recognized that a harmonious relationship can best be achieved by open dialogue, timely resolution of differences, and negotiating in good faith; both parties agree that they share the responsibility to provide uninterrupted service to the Client.



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



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

ARTICLE4 HOURS OF WORK AND OVERTIME

- 4.1 For payroll purposes the normal workweek shall commence at 12:00 am. (0000) Sunday and ends at 11:59 pm (2359) on Saturday. The normal workday shall commence at the start of an Officer's shift and extend for a period of twenty-four (24) hours. The foregoing is descriptive only; nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week. It is understood that the description of a "normal work week" does not describe a pay period or the number of annual pay periods. The Company, at its sole discretion, will determine the number of annual pay periods based on its payroll system.
- 4.2 The normal workweek for full-time employees shall be forty (40) hours per week on five (5) consecutive days consisting of eight (8) consecutive hours per day with two (2) consecutive days off or forty (40) hours per week on four (4) consecutive days consisting of ten (10) consecutive hours per day with three (3) consecutive days off.
- 4.3 Each Officer will be given a thirty (30) minute unpaid off-duty meal period. The Officer will not be required to perform any duties, whether active or inactive, while eating. Should the Officer be required to perform any duties, whether active or inactive, the affected Officer will be paid for the meal period at the appropriate rate. The Company will provide meal periods as close as practical to the center of the Officer's shift. In accordance with the State of Washington meal break provisions, an Officer may waive his unpaid off-duty meal period. This Article (Article 4.2) does not limit the Company's obligation or ability to execute any other provision of the State of Washington meal break provisions.
- 4.4 Each Officer will be given a paid rest period of ten (10) minutes for each 4 hours of working time. No employee shall be required to work more than three hours without a rest period or a meal period that consists of at least 10 minutes during which the employee is authorized to leave his or her workplace post
- 4.5 The Company shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each 4-hour period.
- 4.6 The Company will make every effort to provide employees with an uninterrupted rest period. During the rest periods, employees must be free from all work duties, exertions, and activities. The Company will provide relief coverage such that employees are not required to stay at their workplace post.
- 4.7 If the Company fails to provide an employee a rest period in accordance with the applicable provisions of this agreement, he shall notify his supervisor. The employee will be compensated for the unreceived break.
- 4.8 Officers required to attend a pre-shift briefing will be paid for the time so spent.
 - Overtime shall be paid as follows: 1. One and one-half (1 ½) times the Officer's regular rate of pay shall be paid for all hours in excess all hours over forty (40) hours worked in a single workweek. The Company shall pay overtime at the rate required by federal and state law. Overtime is based only on actual hours worked within the workweek. In no event shall the Company force the Officer to take

unpaid time off in lieu of overtime which would otherwise be earned for the Officer's scheduled shift(s).

- 4.10 Employees shall be notified verbally of schedule changes no less than three (3) days in advance.
- 4.11 To ensure that Officers are paid for all hours actually worked (either regular or overtime hours) the Company will determine the method of collecting and processing time. Officers will be responsible for accurately applying the rules of any such time keeping process implemented by the Company. Any changes in the time keeping process will be provided to the Union with at least, four-weeks prior to the implementation. The method of time keeping will not be subject to the grievance and arbitration process as set forth in Article 12.
- 4.12 No overtime work shall be required or permitted, except by direction of the proper supervisory personnel of the Company, or except in cases of emergency where prior authorization cannot be obtained. Officers will be notified as soon as is reasonably possible of the need to work overtime. Officers will be notified of mandatory overtime in a timely manner, unless an emergency occurs, including "no call, no show." The Facility Administrator shall address all roster mistakes or errors that cause a short notice mandation.
- 4.13 The payment of overtime for any hour excludes that hour from consideration for overtime payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium seems to be due under this Agreement, only the higher premium shall apply.
- 4.14 Officers may be held over to the next shift and may not vacate their post until a replacement is found and the Officer has been properly relieved.
- 4.15 The parties agree that the ability to work voluntary or mandatory overtime is an essential function of an Officer's job.
 - A. It is the Company's intention to use "Early In" and "Hold Over" overtime whenever possible in order to balance overtime opportunities between shifts. The Union recognizes that there may be posts that require specialized skills and in regard to those posts there may be times when strictly following the overtime process may not be possible.
 - B. It is the Company's intention to avoid assigning either volunteer or mandatory overtime in error. Should an Officer be passed over for an overtime assignment they will begiven the choice of the next available volunteer overtime assignment.
 - C. Overtime and extra work shall first be assigned on a voluntary basis. In the event said overtime and/or extra work is not filled on a voluntary basis, mandatory overtime shall be assigned. An Officer shall not be assigned mandatory overtime while absent due to the following: preapproved Paid Time Off, Paid Sick Time, Military Leave, company training over 6 hours, pre-Approved leave without pay, Regular Days Off, or Regular Days Off Swap. Officers who are on vacation, regular days off may volunteer to work overtime.
- 4.16 The company will maintain a Mandatory Overtime Tracker and a Voluntary Overtime Signup List for each shift, duty location, and department covered by this agreement (i.e.: Security, Food Service, and GTI). The Overtime Tracker shall be in reverse seniority order by shift and department and will be updated and posted daily with the Daily Shift Roster. The Mandatory Overtime will be tracked using a number system. When an Officer works 8.5 hours or more their Overtime Tracker number becomes

- a zero (0). This includes Officers who come in and work thirty (30) minutes or more on their scheduled day off. The Overtime Tracker number increases by one (1) for each day the Officer works, but does not work overtime.
 - A. Officers may remove their name from the volunteer overtime sign-up sheet so long as it is done within four (4) hours from the start of their shift.
 - B. The Officers overtime number shall not increase if they are absent due to the following: Paid Time Off, Paid Sick Time, Military leave, Company Training, Preapproved leave without pay, Regular days off and Regular days off swap.
- 4.17 Overtime is assigned to cover the next shift first (hold-overs), then to cover a shift in the future with an (early-in). Officers that volunteer for overtime will do so by signing up on the Voluntary Overtime Signup List. When overtime assignments become available, supervisors will consult the Voluntary Overtime Signup List and select the most senior Officer for the overtime assignment. Officers that work voluntary overtime shall be given their choice of post to work in accordance with seniority provided the Officer is qualified to work the post. Officers who have specialized training may be assigned to a specialized post. If an officer who has volunteered to work overtime is late reporting to post, he/she will be assigned a post.
- 4.18 All volunteer overtime will be exhausted prior to mandatory overtime assignments. In the event mandatory overtime is needed, the Officer with the highest number on the Overtime Tracker would be first to be assigned mandatory overtime by reverse seniority. Once at the top of the seniority list, the next lowest Tracker number will be called starting at the lowest senior Officer. This will repeat until either the supervisor has filled all of the overtime vacancies or the Tracker has been exhausted.
- 4.19 Once an Officer is confirmed for early-in overtime, the Officer is to be given a minimum of four (4) hours of work or pay at the appropriate rate. It is the Officer's responsibility to have their most current phone number on file with the Company. The company may give the option to the employee to choose not to come in if not needed.
- 4.20 Overtime Exchanges are allowed. Overtime Exchanges are valid for the Officer's entire shift. Officers who have signed up in the Voluntary Overtime Signup List are not allowed to exchange with an Officer who has been assigned Mandatory Overtime. The Officer who performs the overtime shall have their Overtime Tracker number reset after performing the overtime.
- 4.21 In the event the need for the holdover overtime is no longer needed, the reduction will be done in the following order. The supervisor will first send home those Officers who were mandatory in reverse order as they were confirmed (i.e.: last confirmed to stay, is the first to be sent home). When all mandatory overtime is gone, the supervisor will next ask for volunteers and award by seniority. If there are not enough volunteers, then they will be sent home in reverse seniority order.
- 4.22 The Company shall not use overtime assignments to replace regular full-time positions on permanent basis.
- 4.23 Failure to work mandated overtime may result in appropriate disciplinary action up to and including termination.
- 4.24 Supervisory and exempt employees shall not perform the duties of Officers covered by this Agreement except under the following conditions:

- A. When such work is necessary for instruction and/or training purposes without relieving the Officer from duties.
- B. For up to 60 minutes for comfort/ or emergency relief of Officers when other qualified Officers are not readily available.
- C. Any work necessary during an emergency such as: fire, explosion, flood, earthquake, weather conditions (i.e., snow, ice, high winds, etc.), water line ruptures, or power failures. Additionally, any emergency situation in which the facility Emergency Plans are initiated, in all cases, except training exercises.
- 4.25 When a GEO Transport Inc. (GTI) mission arrives at the facility, the classification duties shall be performed by a Classification Officer. In the event a Classification Officer is not available, a Detention Officer trained on the classification function shall complete the initial classification process.
- 4.26 Officers shall not be scheduled for more than 24 hours of overtime in any workweek. Officers may volunteer or be mandated to work additional hours.
 - 4.27 Officers shall not be forced to fill in specialized positions for which they are not qualified. If there is a need to fill a specialized post, the Company will seek qualified volunteers first and if such is not sufficient, the Company will train officers (including OJT) in reverse seniority order. The mandated training will be used to bring the pool of qualified officers to no more than twenty percent (20%) of the shift per specialized post.

ARTICLE 5 CALL-IN AND REPORTING PAY

- 5.1 Officers are required to report for work at their scheduled starting times. Because a failure to report on time can cause delays in filling the requirements for shift coverage, this may cause supervisors to attempt to find replacements and places a hardship on other Officers. Failing to report to work on time may result in progressive discipline as outlined in Article 17.
- 5.2 Officers who fail to report for duty at least three (3) consecutively scheduled workdays without notifying the Shift Supervisor or higher authority will be considered as having abandoned their position and their employment Will be terminated.
- An Officer who reports for work at his scheduled starting time or has been called into work and has not been advised either orally or in writing (personally handed to the officer) not to report to work, shall receive a minimum of four (hours' work or four (4) hours pay at the appropriate hourly rate.
- 5.4 The provisions of Section 5.3 above shall not apply if the Company is unable to advise the Officer not to report or provide the work because of acts of God, fire, snowstorm, flood, power failure, or other conditions or causes beyond the control of the Company.

ARTICLE6 EAVES OF ABSENCE

- 6.1 GEO provides leaves of absences in accordance with all applicable federal and/or state laws i.e., FMLA, Military leaves, etc. The protocol for such leaves can be found in the Employee Handbook and/or by contacting the facility Human Resources Department.
- 6.2 Union Leave: Upon thirty days advance notice, four representatives of the local will be granted an unpaid leave of absence to attend the UGSOA International's Annual Training Seminar or Convention.
- 6.3 Upon 14-day notice 4 (four) representatives of the local from inside the facility be granted an unpaid leave of absence to attend Union Business. Two representatives not scheduled in the facility also be granted Union business leave with proper notice.

ARTICLE 7 NO STRIKE / NO LOCKOUT

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

ARTICLE 8 COMPANY REGULATIONS

- Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the Officers hereunder. Officers are also required to adhere to Company Rules and Regulations.
- 8.2 The Company reserves the right, from time to time, to amend, add to or delete from its Company Rules and Regulations and practices unless such amendment, addition or deletion would violate a specific provision of this Agreement.
- 8.3 All work rules that could result in discipline are contained in the Employee Handbook, this Collective Bargaining Agreement, Post Orders and/or other official GEO/Government will provide written copies or reasonable access to all the published items described above.
- 8.4 The Union will be notified in a timely manner prior to the implementation of any changes to Company policies, rules and regulations. In addition, the parties agree to meet to bargain over impacts and effects of-the policy changes on the bargaining unit.
- 8.5 The Company will give the Union as much notice as possible before implementing any changes to Company policies, rules, and regulations. Two weeks will be the minimum amount of time, unless the change is in regards to an immediate safety issue. Notification will be made by email to the Local 883 president.

ARTICLE 9 UNION REPRESENTATIONAND ACCESS TO FACILITY

- 9.1 Duly authorized representatives of the Union shall have reasonable access to the facility to ascertain whether the Agreement is being properly observed, provided that no interview shall be held during rush hours or interrupt operations or disrupt or interfere with the duties of any Officer. Rush hours include, but are not limited to, count times, meal periods, major turnouts, shift changes, or other times when there is major inmate or staff movement or during an emergency situation. Union representatives and Officers of the Local may contact union officials during working hours for the purpose of conducting Union business provided that permission to do so has first been received from the Facility Administrator or his designee.
- 9.2 Access to the facility after normal business hours (8:00 AM 4:30 PM) will require prior approval from the Facility Administrator or his designee.
- 9.3 It is mutually understood that access to the facility is governed by Client rules, and is subject to applicable Client restrictions, and these rules and restrictions must be followed. Any representative of the International Union (or other Union representative) requesting access to the facility must obtain proper clearance from the Client.
- 9.4 The representative of the Union shall contact the Facility Administrator, or his designee, then present themselves at the facility and inform the Facility Administrator, or his designee, of the circumstances of the visit. To the extent practicable the Union will provide the Facility Administrator with a one (1) week advanced notice before any visit by a representative of the International Union. The Company and the Union representative shall conduct themselves in such a manner as to carry out the intent and spirit of this Article.
- 9.5 The Union shall inform the Company in writing of the names of its Executive Board Officers, International Representatives, Chief Steward, and Shift Stewards who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Company as representatives of the Union.
- 9.6 The Company agrees to provide the Union with a Bulletin Board at each work site for the posting of Union business. Posting shall not be controversial or political in nature.
- 9.7 The Union may designate one (1) Officer as a Chief Steward. Additionally, the Union may designate one (1) Officer per shift to act as Shift Stewards. Each shift may have one (1) alternate, who shall function as the Shift Steward only when the regular Shift Steward is absent or unavailable. Shift Stewards and Alternates shall in each case be an Officer with Seniority and who regularly works the shift to which they are assigned. The Union will keep the Company currently advised in writing of the identity of the Shift Stewards and their alternates, as well as the identity of the local Union officials. Only Officers named by the Union as currently holding any of the above positions will be recognized by the Company as representing the Union.
- 9.8 No Chief Steward, Shift Steward, alternate Shift Steward, or any other local Union Officer may leave an assigned duty post or work assignment to engage in representation of Officers during a pre-

disciplinary investigatory interview or disciplinary proceeding without first notifying and receiving authorization from the Shift Supervisor. The Company shall not unreasonably withhold such authorization.

- 9.9 No Chief Steward, Shift Steward, alternate Shift Steward or other Union Officer shall cause an Officer to leave their assigned post without first notifying the Shift Supervisor and receiving proper authorization.
- 9.10 The Company will permit a Union representative the opportunity to address all newly hired Officers during Pre-Service Classroom Training and all ART trainings for the purpose of a Union orientation. Union orientation will be limited to one (1) hour.

ARTICLE 10 DUES CHECK OFF

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

10.11	Solicitation of Union membership or collection or checking of dues Will not be conducted during working time. The Company agrees not to discriminate in any way against any Officer for Union activity, but such activity shall not be carried out during working hours except as specifically allowed by the provisions of this Agreement.

ARTICLE11 SENIORITY

- 11.1 For the first three (3) months worked following successful completion of facility pre-service training and orientation, an Officer shall be regarded as probationary and shall have no seniority. Probationary Officers may be disciplined or discharged without recourse to the grievance procedure. Officers discharged during their probation do not have any rights under this Agreement. However, Probationary Officers shall be represented by the Union concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to *promotions*, transfers, layoffs or discharge. The Company may extend the probationary period in increments of 30-day blocks for up to a total of 90 additional days. The Union will be notified of the need *to* extend an Officer's probationary period.
- 11.2 Officers who have lost seniority as set forth in Section 11.7 of this Article, and Officers who terminate or leave the bargaining unit prior to completion of the probationary period shall be required, upon rehire or reentry into the bargaining unit, to serve the probationary period again.
- 11.3 After completion of the probationary period an Officer's seniority under this Agreement shall revert to the Officer's date of hire as a Detention Officer at the Northwest Ice Processing Center. Seniority of Officers who start work on the same date shall be determined by the Officer's last name on date of hire. The last name that comes first alphabetically will be the most senior. Seniority is defined as the length of continuous service as an Officer at the Northwest Detention Facility. For those Officers who were employed by Corrections Services Corporation (CSC) and had uninterrupted service upon the transition to the Northwest Detention Facility, their continuous length of service with CSC shall be included in the determination of seniority.
- 11.4 The purpose of seniority is to establish Officers' rights and privileges based on the length of service in the bargaining unit. Seniority under this Agreement will have no influence on promotions or advancement within the Company. The benefits of seniority are limited to those specifically mentioned in this Agreement.
- 11.5 Seniority will be accrued from the Officer's date of hire regardless of part-time or full-time status.
- 11.6 The Company agrees to prepare an updated site seniority list of Officers covered by this Agreement a copy of which will be furnished to the Union Monthly.
- 11.7 Officers will lose their seniority, and shall be discharged for any of the following:
 - A. Is laid off for more than 12-months;
 - B. Absent due to illness or injury for more than twelve (12) months, or length of employment, whichever is less. Absences taken pursuant to the applicable federal and/or state laws are exempt under this provision;
 - C. Discharged for Just Cause;
 - D. Gives a false reason for a leave of absence and/or engages in other employment during such leave;

- E. Fails to meet qualification/re-qualification requirements in accordance with the Company, the Client and/or other Governmental Agency's regulations having jurisdiction;
- F. Fails to obtain and/or maintain a security clearance;
- G. Fails to return from layoff upon recall as provided below;
- H. If the Officer voluntarily resigns or retires; or
- I. If the Officer is convicted of a felony, thereby being unable to belicensed.
- 11.8 Layoff and recalls from layoff will be made on the basis of seniority. The company will seek volunteers first. All Executive Board Officers of the Local shall not be laid off provided that work, which they are qualified for and willing to perform is available in their present Classification. The company shall only lay off officers holding a Specialized post (indicated in 11.14) if the reduction in the workforce includes a reduction of the specialized posts. Officers affected by a layoff shall have the opportunity to bump officers in other classification as long as that officer has the current qualification (at the time of layoff notification) for the position of the officer he is displacing.
- 11.9 Laid-off Officers shall have callback rights for a period of twelve (12) months or length of employment whichever is less and shall retain their accumulated seniority as of the date of layoff.
- 11.10 In case of recall, Officers who have been laid off shall be notified to return to work, at their last known address, in reverse order of lay-off. The notice will be by certified mail return receipt. The Union shall receive a copy of any and all correspondence relating to the laid off Officer at the same time. Said officers shall have 7 calendar days to respond to the company's recall notice, his seniority shall be terminated. In the event the Officer that indicated their intent to return to work fails to report for work within thirty (30) calendar days after obtaining all necessary clearances, his seniority shall be terminated.
- 11.11 It will be the responsibility of the Officers to keep the Company notified of any change of address, and current phone number.
- 11.12 An Officer who is activated or drafted or who volunteers for military service in the armed forces of the United States, shall accumulate full seniority during the term of such service, provided such veterans are honorably discharged from active duty and apply for reemployment as an Officer within 90 days after such discharge from military service, provided the Officer still meets all eligibility requirements. The above is limited to a six (6) year period; however, in time of war there will be no limit.
- 11.13 An Officer who is or has been transferred from the bargaining unit shall cease to accumulate seniority. If the Officer returns to the bargaining unit within six (6) months he shall retain the seniority he had at the time he transferred out of the bargaining unit.
- 11.14 When making selections to fill vacant "specialized posts", i.e., Classification Officer, Kitchen Officer, Armory Officer, Court Security Officer, and Transportation Officer, when all other factors are equal, seniority will be used to determine the selection.

ARTICLE12 GRIEVANCE PROCEDURE AND ARBITRATION

- 12.1 The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between the Company and Officers so that resorting to the formal grievance procedure Will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. A grievance is defined as an alleged violation of a specific term or provision of this Agreement. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances.
- 12.2 It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process.
- 12.3 An Officer who believes that any provision of this Agreement has not been properly applied or interpreted may present his grievance to be settled by the following procedures. During each step of the grievance procedure the Company has the right to perform a reasonable investigation into the complaint. The investigation may include but is not limited to: conducting interviews, having Officers prepare written statements, and reviewing records.

In order to advise a grievant, representatives of the local Union may request copies of the information used by the Company to reach its conclusions for any response to a grievance that was filed by bargaining unit members through the Local. Disclosure of any confidential information relative to individual Officers will require written authorization from the subject Officer(s). Officers will hold the Company harmless for any information it provides to the Union with the Officer's appropriate authorization. Information that is not relevant to the grievance in question is considered privileged or confidential by the Company or the Officer in question or that is protected by state or federal law will not be made available.

A. <u>Step 1</u>: An Officer who believes he has an unresolved grievance shall discuss the grievance with his Shift Steward who shall reduce the grievance to writing, sign it and obtain the signature of the grieving Officer (if the Officer is willing to sign it), and along with the affected Officer will present the written grievance to the Assistant Warden of Security (or designee) within five (5) workdays after the occurrence of the facts giving rise to the grievance.

The Assistant Warden of Security (or designee) will have five (5) workdays from the date the grievance to respond to either an original or amended grievance. The Assistant Warden of Security (or designee), at his discretion, may schedule a meeting to discuss the issue, with the Shift Steward and attempt to reach resolution of the grievance. The Assistant Warden of Security (or designee) will respond to the grievance in writing. If resolution is reached at

this level the grievance will be considered settled based on the answer provided by the Assistant Warden of Security (or designee).

Anofficialgrievancewillprovide(ataminirnum)thefollowinginformation:

The specific terms of the Agreement alleged to have been violated; The proposed remedy being sought by the grievant; The name of the grievant; Date of submission.

- B. Step 2: If the grievance is not resolved in Step 1, the local Union President (or designee) will request a meeting to discuss the grievance with the Facility Administrator (or designee) within five (5) workdays of the denial by the Assistant Warden of Security (or designee). The Facility Administrator (or his designee) shall respond in writing within five (5) workdays of the presentation of the grievance stating his final answer. All grievances related to discipline shall begin on step 2. Grievances related to suspension (or unpaid administrative leave) or termination will be submitted directly to Step-3 of the grievance process.
- C. <u>Step-3</u>: If the grievance is not resolved in Step 2, the local Union President (or designee) within ten (10) workdays (excluding Saturdays, Sundays and Holidays) of the denial by the Facility Administrator, will submit the grievance, in writing to the Company's Western Region Vice President (or designee). The local Union President will make a copy of the unresolved grievance and also send it to the Union's International Representative. The Company's Western Region Vice President (or designee) and the UGSOA INTERNATIONAL Representative will, within 20 workdays of receipt of the unresolved grievance, arrange to review the grievance together in an attempt to resolve the matter. This review may be by telephone or teleconference, electronic mail, or by arranged personal meeting.
- D. Grievances processed in accordance with the requirements of Section 12.3 that remain unresolved may be processed to arbitration by the Union, giving the Company's Director of Employee and Labor Relations written notice of its desire to proceed to arbitration not later than 45 business days after the Step 3 grievance response.
- E. Officers have the right to have a Union representative present during each step of the grievance process. It is understood between the parties that the local Union President, Vice President (or designee), Shift Steward or alternate may act as the representative in question. Officers may not request a specific union representative to represent them in any actions.
- F. As referenced in this Article, workdays do not include Saturday, Sunday, Holidays.
- 12.4 Only those grievances which have been processed in strict accordance with the requirements of the above paragraphs and which remain unsettled shall be processed to arbitration in accordance with the procedures and limitations described herein.
- 12.5 The Union shall have the power to determine whether or not a grievance filed by a member of the Unit should be submitted at each step of the grievance process or if unresolved grievances should be submitted for arbitration. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purpose of this section. In the event the

Union requests an extension of time to review any Step of the grievance process, the Company shall grant said extension, not to exceed the amount of the original timeline for that specific Step (i.e., Step 1 is 5 workdays).

- 12.6 The arbitrator shall be selected from a panel of seven (*J*) proposed arbitrators, submitted by the Federal Mediation and Conciliation Service (FMCS). The party requesting arbitration shall be responsible for contacting the FMCS to obtain the list. If the two parties cannot agree on an arbitrator during the review of the original list, a second list of prospective arbitrators may be requested from the FMCS. If the parties still cannot agree on an arbitrator, then the strike method will be used on the second list. The party requesting arbitration will strike the list first.
- 12.7 The arbitrator shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall neither add to, subtract from, modify nor alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration.
- 12.8 No claim for back wages under this Agreement shall exceed the amount of earnings the Officer would have otherwise earned by working for the Company, less any and all compensation the Officer received from any other source, including unemployment compensation. Under no circumstances will interest charges be included in any award for back pay.
- 12.9 All fees and expenses of arbitration shall be borne equally by the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring such transcript shall be responsible for scheduling a reporter to record the proceedings. The requesting party is responsible for the cost of the reporter and the transcript of the proceedings. If the opposite party timely requests a copy of the transcript at the hearing, the reporter and transcript costs will be equally split between the parties.
- 12.10 The decision or award of the arbitrator shall be final and binding upon the Company, the Union and the grievant, provided any party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to applicable law.
- 12.11 It is the specific intention of the parties that the grievance and arbitration procedures set forth herein are the exclusive and sole mechanism for the resolution of any grievances, disputes, disagreements or claims made under or related to this Agreement.
- 12.12 Nothing contained herein shall prohibit the Company's ability to file and process its own grievance under the procedure outlined above.
- 12.13 In the event the parties settle any grievance prior to a final and binding determination by an arbitrator, such settlement shall be on a non-precedent setting basis unless the parties affirmatively state otherwise in writing signed by both parties. Evidence of any such non precedent setting settlements shall not be admissible in any proceedings under this Article, including but not limited to, arbitration hearings.
- 12.14 The Company will provide copies of all disciplinary notices to the affected Officer and the union will receive a complete copy of the file concerning the discipline.

ARTICLE 13 UNIFORMS

- 13.1 Seasonal uniforms and equipment shall be supplied where required by the Company, and replaced as necessary. Uniforms or equipment worn or used by the Officers who are on duty shall be prescribed by the Company, and no deviation from the Company's requirements shall be practiced except when allowed by the Company.
- 13.2 Each Officer shall be supplied with the following uniform items:
 - 3- pairs of uniform shirts and pants
 - 1 baseball style cap
 - 1 winter coat
 - 1 insulated windbreaker with embroidered GEO logo
 - 1 -winter knit cap
 - 1 pair of gloves
 - 1 mini flashlight and holder
 - 1 key chain and holder
 - 1 name tag and badge
 - 1- CPR Mask
 - 1 trouser belt
 - 6- belt keepers
- 13.3 The Company will provide an annual boot allowance in the amount of one hundred seventy-dollars (\$170.00) to be used for purchasing footwear meeting the Company's specifications. Transportation Officers are no longer provided boots as part of their uniform compliment and are eligible for this allowance.
 - A. All Officers will be eligible for the annual boot allowance on the first paycheck after April 1, throughout the term of this collective bargaining agreement.
 - B. If April 1 falls prior to the newly hired Officer completing their 90-day probationary period, the boot allowance Will be awarded after the completion of the 90-day probationary period, and, thereafter, annually on the first paycheck following April 1. Officers are only entitled to one boot allowance per calendar year.
- 13.4 Uniforms, equipment, and other Company issued items remain the property of the Company and must be returned upon separation if requested by the Company.
- 13.5 The Company will provide for all Officers whose facility posts require, an external carrier and ballistic vest. The Company will maintain an inventory of external carriers and vests which will be cleaned and sanitized after each assignment. Any Officer assigned an external carrier and vest must return them at the end of his/her assignment.
- 13.6 All items issued by the Company shall be replaced as needed. Uniforms items will be returned when the replacement is issued. The Company will not replace items that have been abused, misused or neglected. Any officer needing an item replaced shall submit a written request to the business manager. Within 10 days the company shall approve or deny the request, if approved it shall be order within 5 days.

ARTICLE14 JUST CAUSE

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

<u>First Written Reprimand</u> - Written disciplinary action given to an Officer by his supervisor or supervisor's designee regarding their violation of a behavioral or performance standard, policy or procedure with guidance or instructions for correcting the issue.

<u>Second Written Reprimand</u>- Written disciplinary action given to an Officer by his supervisor or supervisor's designee regarding their violation of a behavioral or performance standard, policy or procedure with guidance or instructions for correcting the issue.

<u>Third Written Reprimand</u> - Written disciplinary action given to an Officer by his supervisor or supervisor's designee regarding their violation of a behavioral or performance standard, policy or procedure with guidance or instructions for correcting the issue.

<u>Final Reprimand</u> - The "last chance" for the Officer to make immediate and sustained improvement in performance and behavior. The Officer has the right to file a grievance solely to determine whether or not the allegation upon which the disciplinary action was based is sustained and not whether or not the penalty is appropriate.

<u>Dismissal-</u>The result of a serious breach of a rule, standard, practice, policy, procedure, or as a result of similar repeated disciplinary violations. The Officer has the right to file a grievance solely to determine whether or not the allegation upon which the disciplinary action was based is sustained and not whether or not the penalty is appropriate.

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

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

- 14.5 Any Officer who is under investigation by any law enforcement agency; including those for, or charged with, a felony or misdemeanor will be placed on administrative leave without pay pending the outcome of the investigation. If an Officer enters a plea of guilty or nolo contendere to the criminal charges stemming from the arrest, then the Officer will be terminated. with no recourse to either the grievance or arbitration procedures set forth in Article 12 of this Agreement. If the Officer is found not guilty or the charges are dropped, the Officer will be reinstated with no back pay, but with no loss of seniority.
- 14.6 Disciplinary Action. The Employer retains the right to discipline, suspend or discharge an employee for just cause, subject to the grievance procedure in Article 12. Disciplinary actions, excluding statutory claims that have been upheld, shall remain in an Officer's personnel file but cannot be used against the Officer after the expiration of 12 months from the date of the violation. -Any discipline issued shall be given in writing to the employee and also sent to the Local Union President by email the day it is issued.
- 14.7 Disciplinary Action Forms (DAF) shall be given within Twenty one (21) calendar days of the date when the Company obtained knowledge of the violation. When the company requests a statement from an officer, the officer shall have 48 hours to provide a statement. When a disciplinary letter is removed from an employee's personnel file the Employer will notify the employee in writing.



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

ARTICLE16 MANAGEMENT RIGHTS

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

ARTICLE17 EXCUSED/ UNEXCUSED ABSENCES AND TARDINESS

- 17.1 The procedure stated herein establishes a "no fault" point system to monitor the attendance of the officers covered by this Agreement.
- 17.2 Prompt attendance on the job is an important part of the performance record each Officer builds from the day they are hired. The Company is entitled to a reasonable degree of regularity in the attendance by all Officers, and disciplinary action is proper for failure to adhere to a reasonable attendance standard
- 17.3 The Company recognizes there may be a reasonable absence due to bona fide sickness or emergency situation, often beyond the control of the Officer, therefore this procedure allows for a number of "occurrences" before discipline is administered. For example, an "occurrence" is a single day of absence, or two or more consecutive days of absence related to the same condition/illness. Any absence of more than three (3) scheduled work days, the Officer must produce appropriate medical/other documentation to Human Resources. An officer may use any available paid sick time to fully cover an absence. If an Officer has less than sufficient hours to cover an absence, he/she may elect to use any available sick time and/or vacation at their request; however, the Officer will still be subject to disciplinary action for the time not covered by sick leave and/or vacation An Officer may use Vacation time after an Officer has exhausted their Sick time. Officers will not be issued points or discipline provided that paid sick time or vacation is used to cover the entire absence.
- 17.4 Designed to work as a "no fault" procedure with a point system of attendance monitoring, this procedure will be consistently administered. The Officer's supervisor is responsible to coach, guide and/or discipline, as appropriate. Within the procedures and limitations of the CBA, the Company reserves the right to impose discipline where there is a clear pattern of misuse or intentional abuse.
- 17.5 A Rolling 6-month period is the applicable period of time within which occurrences are counted under the procedure. An Officer's record of points for absenteeism and tardiness occurrences will be tallied, tracked, trended and reported continuously through KRONOS. Each individual point will be verified for validity before each disciplinary action is issued.

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

3 points ----- Counseling

6 points -----Written Reprimand

9 points----- Final Written Reprimand

12 points ----- Dismissal

17.6. Other authorized and approved leaves, whether paid or unpaid include the following types: Jury Duty, Bereavement Leave, Military Leave, Family Medical Leave, Union Leave, Short term disability, long term disability and any other form of leave required by law.

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

Unexcused absence - 3 points: An officer is absent with no paid time to cover absence the entire absence

No Call No Show: 6 points: An Officer will have a No Call No show when the Officer fails to call in an absence and show up for a scheduled shift (No Call No Show).

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

Late Arrival: 1 point: The following reasons will add points to an Officer's record: An Officer is considered a late arrival if the Officer arrives at work and clocks in eight (8) or more minutes after the Officer's scheduled reporting time. For example, Those Officers clocking in eight (8) minutes or more after their scheduled time will receive one (1) point. Officers shall receive notification when they receive points.

Exclusions: Late arrivals and absences that were the result of factors outside of the Officer's control will be handled by the Facility Administrator on a case-by-case basis. Examples of events outside of the Officer's control include, but are not limited to: medical emergencies, car accidents, unplanned highway closures, sudden severe weather and earthquakes. Any state of Emergency declared by any Government will be honored and Officers who call off for an Unexcused Absence will not be disciplined as a result.

In all cases, the Company will follow the requirements of the Family and Medical Leave Act as well as any other applicable law.

As an incentive for Perfect Attendance, Officers have the opportunity to earn two Perfect Attendance Days per year. If an Officer has Perfect Attendance for a six (6) month period between January 1st and June 30th or between July 1st and December 31st, they will receive one personal paid holiday for each period. The holiday must be taken within the six (6) month period following the award. Officers must inform their supervisor at least forty-eight (48) hours in advance of taking any earned personal holiday.

Perfect attendance is defined as a six (6) month period with no call offs with less than 48-hour notice, and paid time is used.

ARTICLE18 JURY DUTY

- 18.1 Officers are required to provide a copy of the Notice of Jury Service upon receipt. They are required to inform their supervisor as soon as possible after learning the specific date of service required. Upon presenting documentation of jury service performed the Company shall reimburse the Officer for each regularly scheduled hour missed. The Officer will receive his straight-time hourly pay rate, up to twelve (12) hours per scheduled workday missed to a maximum of fifteen (15) days in any 12-month period. In the event an Officer is required to serve more than fifteen (15) days of jury duty in any twelve (12) month period, the Facility Administrator, at his sole discretion, may authorize additional paid time. Transportation fees provided to Officers for serving as a juror shall not be considered as jury duty pay. Officers are not expected to return to work for the remainder of the day if excused from jury duty. Officers will report to work on the next scheduled work day after being fully released from jury duty.
- 18.2 Jury duty shall not be considered as time worked for the purpose of computing overtime.

ARTICLE19 BEREAVEMENT LEAVE

- 19.1 Upon the death of an full time Officers immediate family member, the Officer will be granted (three days leave with pay, not including the Officer's regular days off, in order for the Officer to make arrangements for and to attend the funeral.
- 19.2 Part time officers shall receive the same benefit above prorated based on the hours they have worked in the last 6 months relative to 1040 hours.
- 19.3 For the purposes of this Article immediate family member is defined as an Officer's spouse, child, parents, siblings, grandparents and grandchildren, foster child, foster parents, adopted child, including immediate family members by step or in-law relation. 1bis Article includes the above-mentioned family members of same sex couples.
- 19.4 Bereavement Leave shall not be considered as time worked for the purposes of computing overtime.
- 19.5 Upon the death of a qualifying person under Section 19.2, the Facility Administrator or their designee Will consider, on a case-by-case basis, requests to extend Bereavement Leave up to a maximum of five (5) days with pay.

ARTICLE 20 HOLIDAYS

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

New Year's Day MartinLutherKing's Day Presidents Day Memorial Day Juneteenth Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day Christmas Day

- 20.2 Provided individual Officers have worked any hours during the week the holiday falls, they will receive eight (8) hours of Holiday Pay at their regular straight-time hourly rate. In addition, Officers who work on the actual day a holiday falls will be paid their straight time rate for all hours so worked. Appropriate overtime rules apply to the actual number of hours worked on a holiday or during a week in which a holiday falls. The eight (8) hours of Holiday Pay are not included as hours worked for the purpose of calculating overtime.
 - GTI Officers who are regularly scheduled to work ten (10) or twelve (12) hour shifts shall receive ten (10) or twelve (12) hours of Holiday Pay in the event they are not scheduled to work the holiday due to operational requirements (i.e., no mission scheduled that day).
- 20.3 Officers will receive Holiday Pay even if they are on approved paid time off (vacation, jury duty, bereavement leave, etc.)
- 20.4 Part-time Officers will receive Holiday Pay based on a prorated basis at the rate of 20% of wages worked the week of the holiday, regardless of the day on which the holiday falls.

ARTICLE 21 VACATION

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

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

21.2 Part time officers shall be given 15 unpaid days of leave on January 1st each year. New part time officers shall receive a prorated portion of the 15 days for that year. During the term of this Agreement, the Company will pay a percentage of worked wages in lieu of vacation for part-time cers as follows:

Years of Service	% Of Worked Wages
More than one (1) year but less than 5 years	3.85%
More than five (5) years but less than 10 years	5.77%
More than ten (10) years	7.69%

- 21.3 Vacation time shall be awarded on the anniversary of the Officer's date of hire, in one lump sum. Officers must take vacation time within the twelve (12) month period following each anniversary of their date of hire.
- Any unused vacation time shall be paid at the end of the vacation year or at the time of separation from employment with the Company. An Officer, at his sole discretion, may roll over up to forty (40) hours of unused vacation hours into the following vacation year. Any unused vacation hours in excess of forty (40) shall be paid at the end of the vacation year.
- 21.5 If designated holiday named in this Agreement falls during an Officer's vacation period, such Officer shall be entitled to receive pay for such holiday (eight (8) hours at the Officer's straight time hourly rate in addition to their vacation pay). Officers have the option to not use vacation hours on the holidays noted above (i.e.: receive 8 hours of Holiday Pay only).
- Annual Vacation Time will be awarded by seniority per shift when submitted during or up to 30 days after the completion of the Annual Shift Bid. Before the bid is posted the union shall be notified of the minimum number of officers that shall be allowed off for each shift of each day, and the ART schedule shall be posted. Annual Vacation Time requests shall be completed within 30 days of the completion of the Annual Shift bid. Any additional Vacation Time requests submitted after will be awarded on a first come/first serve basis. In the event of a tie, the award will be by seniority. If an Officer changes shifts, they will need to resubmit their Annual Vacation Time requests and it will be subject to availability of that shift. Adjustments to training schedules shall not affect officers approved vacations.
- 21.7 The company shall have 3 business days to approve or deny any leave request. Failure to issue a denial within 3 business days shall be considered an approval. The officer must verify if it has been approved if they are not at the facility.

21.8 The company shall approve, at a minimum, nine percent (9%) of each shift to be off on vacation at any time from the facility.

ARTICLE 22 401 (k) PLAN

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

ARTICLE 23 WAIVER OF BARGAINING RIGHTS & AMENDMENTS TO AGREEMENT

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



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

ARTICLE25 MISCELLANEOUS PROVISIONS

- 25.1 The Union recognizes that it is the responsibility of Officers to familiarize themselves and learn all policies and rules established by the Company or its Client, and faithfully report all violations thereof. The Union agrees that Officers shall discharge all duties as assigned to them impartially and without regard to any Union or non-union affiliation of any Officer of the Company or Client, and that failure to do so may be cause for discipline.
- 25.2 It is understood that no provisions of this Agreement will apply to any temporary supplementary correctional force transferred to work at the facility to maintain contractual obligations to the Client or during emergency situations. Unless the Client exercises its contractual option to assume operation of the facility, or Officers are engaged in an adverse job action against the Company, such supplementary force will not result in job loss or in the loss of normal hours to permanent Officers coming under this Agreement while the supplementary force is being utilized.
- 25.3 The Union recognizes the principle of management responsibility and that the Company must furnish satisfactory service in accordance with the demands and directives of the Company's Client and the requirements of the particular job.
- An Officer interviewed concerning his discipline may request a Union representative be present during such interview. Nothing herein shall be construed to compel an Officer to have Union representation present. If an Officer requests Union representation, the Officer will not be required to respond to questions until the representative is present. Once the Union representative is present, questioning may begin and he may confer with the Union representative regarding his responses and consult with the Union representative related to the issue at hand. The Company shall require all interview responses come from the Officer.
- 25.S Officers will be paid at the appropriate rate for all required company training. It is agreed that Transportation Officers and Officers shall be paid the classification of detention officers for wage determination purposes.
- 25.6 Temporary off-site duty locations will be filled by qualified volunteers first based on their seniority in the bargaining unit, highest to lowest. Should there be no or insufficient volunteers to fill the requirements, the lowest senior qualified Officer(s) shall be chosen to fill the assignment.
- 25.7 Union membership insignia shall be authorized to be worn on Company uniforms provided that if the Client objects, then such insignia shall be removed when the Company so requests.
- 25.8 The Company agrees to permit one (1) full time bargaining unit member selected by the Union as the Union Safety Representative to participate in the facility sponsored safety committee. An alternate may be utilized when the primary Union Safety Representative is not available due to illness or vacation or when circumstances require the assistance of an alternate.
- 25.9 All Officers shall have the option to receive a detainee meal at no cost provided by the Company. Officers shall pre-order a detainee meal on the detainee meal count slip. Officer's meals will be provided in a divided Styrofoam container; distributed and picked up with the detainee meals.

25.10 Damage to any officer's vehicle or personal property due to a verified work-related situations will be paid for by Geo.

ARTICLE26 SHIFT BID

- 26.1 There will be an annual shift bid to establish the roster for full time Officers beginning of the second week in September each year, which shall take effect the first day of the first full pay period of the month of January. Said annual shift bid shall take place prior to the annual vacation bid. A union representative shall be allowed be present during the shift bid process to ensure compliance with this Article. The Company shall not compensate the union representative in attendance during this process.
- 26.2 The annual shift bid shall include hours of work, days off and post assignment. All post assignments will have its own unique number (i.e.: 001, 002, 003, etc.) Same posts on different shifts will have different numbers. Shift is defined as scheduled days off and scheduled start and end times as per the Master Roster. Post assignment is defined as an Officer's work assignment.
- 26.3 The annual shift bid shall be awarded in accordance with unit seniority by job classification.
- 26.4 The Company shall not arbitrarily displace Officers from their awarded shifts or post assignments. The company shall use part time, as assigned officers, and overtime officers that are on shift to fill temporary vacancies prior to moving an individual in an awarded shift.
- 26.5 The Company may temporarily reassign an Officer's shift to accommodate training needs or other foreseen business needs. Those reassignments shall not exceed twenty (20) working days within the one (1) year period between the annual shift bid and shall require written notice of reassignment from the Company.
- 26.6 The Company may temporarily reassign an Officer's post. If said reassignment shall exceed beyond two (2) shifts, the Warden (or acting Warden in his absence), must approve the reassignment. Reassigned Officers remain eligible to bid on vacant shifts/posts.
- 26.7 In the event a post or shift becomes vacant after the annual shift bid, said vacancy shall be posted for seven (7) calendar days and awarded in accordance with unit seniority. The twenty (20) day temporary assignment limitation identified in Article 26.5 shall reset under this paragraph (26.7). In the event there are no or insufficient bidders for a vacancy, the Officer with the least unit seniority may be assigned.
 - When a post needs to be filled temporarily with a special qualified officer, the least senior officer with the qualification may be reassigned to fill that post. In such situations an officer shall not be reassigned if currently in an operating post of the same special qualification. A female designated post shall be considered a special qualification post. This shall not alleviate the company from their obligation to put permanent vacant posts up for bid, when the determination is made to fill them.
- 26.8 All Control, Segregation, and Intake awards must be approved by the Facility Administrator or his designee.
- 26.9 Officers shall not be assigned to vacant posts outside of the job classifications in this agreement.
- 26.10 In the event that the Company initiates its Emergency Contingency Plan, the provisions of this Article shall not apply for the duration of said emergency.



- 27.1 Listed below are the Hourly rates and the Health & Welfare rate for covered Officers by this remember.
 - A. The rates listed below will become effective on the date of ratification.

<u>Category</u>	Hourly Rates
Officer	\$34.75
Court Security Officers	\$41.00
Tacoma Transportation Officers	\$34.75
Portland Transportation Officers	\$37.79
Yakima Transportation Officers	\$31.00
Health & Welfare	\$4.41

- B. CERT Officers, and Hostage Negotiation Team members shall receive premium pay of one (1) hour of the Officer's straight-time pay-rate per pay period. Officers are only eligible to receive one premium rate.
- 27.2 Officers shall receive a Health & Welfare hourly rate on all hours paid (up to 2080 hours per year) as a part of their wages. Officers may elect to voluntarily participate in the Company's benefit plans, the cost of which will be explained in detail to each Officer. Should Officers elect not to participate in the Company's benefit plans the amount of the Health & Welfare hourly rate will continue to be paid directly to the Officer in the form of wages and be reflected on their paychecks. Should an Officer choose to participate in the Company's benefit plans on a limited basis (for example taking dental or vision insurance only) any cost of the plans will be subtracted from the Health & Welfare hourly rate, with the remaining funds continuing to be paid in the form of wages.
- 27.3 The Officers may collectively decide within 120 days of the ratification of this collective bargaining agreement if they will participate in the Union's Health and Welfare Plans. In the event the Officers decide to participate in the Union's Health and Welfare Plans, those Officers insured by the Company shall have their insurance continued until an agreed upon date of transition.
- Should the Department of Labor's Wage Determination Hourly Rate or the Health & Welfare Hourly Rate increase during the term of this Agreement, the Company and the Union agree

- those revised hourly rates shall apply and shall enter into a Memorandum of Understanding to be incorporated by reference into this Article.
- 27.5 Any revised Wage Determination Hourly Rate or Health & Welfare Hourly Rate will become effective only on the Client Contract Date once each year of the Agreement as incorporated by the Client into the Operations and Management Contract
- Once the revised hourly rate and/or Health and Welfare rate is designated by the client to take effect, the Company will process and implement the new wage rate and, if necessary, determine and pay any retroactive pay, within 30 days from the date the new rates are incorporated into the clients contract the back wages shall be paid. The union will be provided with the documentation to substantiate the calculations.
- 27.7 All expense reports filed on Concur, or other reporting media, shall be processed by the facility within (5) business days of submission.
- All monies owed to the Officer by the Company, (i.e.: allotments and expenses not paid or reimbursed, such as company expenses incurred by the officer (example refueling company vehicle, or parking), will be paid within thirty (30) days of submittal.
- The company shall pay officers the GSA daily per diem allotment for all Temporary Duty Assignments (TOY). Officers shall also be paid the GSA rate for mileage when using a personal vehicle.

ARTICLE28 GTI

- When a GEO Transport, Inc. (GTI) mission arrives at the facility, the classification duties shall be performed by a Classification Officer. In the event a Classification Officer is not available, a Detention Officer trained on the classification function shall complete the initial classification process.
- 28.2 Temporary Duty, for GTI purposes defines as a one-day reassignment at a different home terminal with no overnight stay, will be filled by a volunteer first, based on their seniority in the bargaining unit, highest to lowest. Should there be no, or insufficient volunteers, the Remote Post Duty assignment will rotate starting with the lowest senior Officer. A Remote Post Duty list will be separate from the TDY list. Management will manage and post a current Remote Duty Post list.
- 28.3 Temporary Overnight Duty (TDY) locations, for GTI purposes is defined as reassignment containing an overnight stay, at work locations outside of the Officer's hired location (a satellite location) will be filled by a volunteer first based on their seniority in the bargaining unit, highest to lowest. Should there be no or insufficient volunteers, the TDY assignment will rotate starting with the lowest senior Officer. Once said Officer has completed a minimum of one day and up to one- week reassignment then the next junior Officer will fill the next week and/or next TDY assignment. A TDY list will be separate from the Remote Post list. Management will manage and post a current TDY list.
- All shift and post reassignments from the Officer's bid post must be verbally expressed to the drivers of the possible changes to be made. In the event a driver might possibly be needed for a different shift or post due to call-offs, said driver must be notified verbally within (30) thirty minutes of the call-off and a minimum of (1) one hour prior to the start time.
- 28.5 Drivers can only be switched from their bid post start time a maximum of 40 times per bid year. Post and shift reassignments shall be done in accordance with seniority on a rotational basis. It is understood that "sick and annual" officers are utilized prior to moving an officer in a bided post.
- 28.6 Officers shall remain armed for the complete mission. The Officer is responsible for his/her weapon at all times.
- 28.7 If the Portland and/or Yakima transport Office, are closed due to unforeseen circumstances, the transport Officers assigned to that location will be paid, at their normal hourly rate for their normal hours scheduled for the first two days the office is closed. If the office remains closed after the second day, employees so affected will be given the opportunity to work at an open location. If an officer chooses not to work at another location, they can use any paid benefit time or take the time unpaid.
- 28.8 The Company will provide GTI Officers with a male and female locker room in the GTI building. The Company will provide securable lockers that can fit and safety store personal and Company issued gear.
- 28.9 Within 30 days upon ratification of the CBA the company shall submit written request to the client for approval to issue external vests. Upon client approval, GTI Officers will be issued a ballistic body armor cover (External Vest Carrier) for wear over a duty shirt. The External Vest Carrier shall have the likeness of a normal duty shirt. The Company shall issue all GTI Officers' ballistic body shall make available to all GTI Officers cleaning solvents to keep the armor sanitary.

- 28.10 The Company shall issue and replace all necessary black raincoats to all GTI Officers that fit over their uniforms and ballistic body armor.
- 28.11 GTI Officers will received compensation for not receiving either of their (2) two 10-minute paid breaks due to long runs or other transportation needs. Their compensation shall be for the length of each break missed.
- 28.12 All GTI Officer training will be conducted during the Officers normal work hours. GTI Officers will not be scheduled for training on weekends with the exception of firearms qualifications. If available, week day range dates may be offered.
- 28.13 GTI company issued uniforms will be provided and consist of the following:
 - 2 Dark colored short sleeves non cotton polo style shirts
 - 1 Dark colored long sleeve non cotton polo style shirt
 - 3 Dark colored tactical BDU style pants
 - 1 Black 5.11 tactical belt
 - 1 Black lightweight jacket

Article 13.2 shall also apply to GTI.

- 28.14 Qualified non-unit members shall be utilized first for the training of all drivers to reduce shift or post reassignments and overtime.
- 28.15 The company must provide enough vacation slots per week to allow all drivers to use accrued leave for each calendar year. A list of available vacation days for the entire calendar year will be updated weekly and posted by the supervisor for all to see.
- 28.16 GTI Overtime Procedures:
- 1) Volunteer Overtime shall be awarded to the most senior qualified Officer on the Volunteer Overtime list for projected overtime with as much notice as possible. An Officer may call the supervisor to have their name added to the list.
- 2) Mandatory Overtime assignments for Day-off overtime shall be awarded in the order of the Mandatory Overtime list.
 - a) Mandatory Day-Off Overtime shall not be assigned to any Officer who has a previously approved scheduled vacation in conjunction with their Regularly Scheduled Days-Off (RDOs). The Officer will stay at the top of the Mandatory list.
 - b) If an Officer can produce proof of previously scheduled reservations (i.e., hotel airlines, etc.) they will not be assigned Mandatory Overtime. The Officer will stay at the top of the Mandatory list.
- 3) Officers shall be placed on the bottom of the Mandatory Overtime list for the following:
 - a) Any Officer who performs eight (8) hours of overtime in a period from Friday to Thursday (excluding training hours) shall be annotated as performing Overtime.
 - b) Any Officer that volunteers to work on a Regularly Scheduled Day-Off shall be credited for

performing Overtime.

- 4) Overtime exchanges are allowed. The exchange is valid for the Officer's entire day. An Officer who has signed up in the Volunteer Overtime Book is not allowed to exchange with an Officer who has been assigned Mandatory Overtime. The Officer who performs the overtime shall be annotated in the Mandatory Overtime Book. The Officer who is replaced will not move in the Mandatory Overtime Book.
- 5) An Officer who is at risk of exceeding their Department of Transportation (DOT) hours shall not be able to perform Volunteer or Mandatory Overtime and will remain their current position in the Mandatory Overtime Book.
- 28.17 Annual vacation requests shall take place within thirty days after the annual shift bid is completed. Starting with the most senior Officer to the least, said Officers shall put all of their leave requests on leave request forms and number them from greatest priority to least. After all, GTI Officer's leave requests are turned in, the GTI supervisor will input the most senior Officer's first priority leave request on to the calendar. Then followed by the next most senior Officer's first request and so on until you to the last Officer's first priority leave request. If a leave request is already taken or slots for that week are already filled, the supervisor will annotate it on their leave form and go to that Officer's next leave request form. After the first round has been completed, this process will continue until all leave requests have been inputted on to the leave calendar.

Once the annual vacation process is fully completed, all remaining leave dates shall be filled on a first come, first served basis. If a vacation slot is available, the vacation will be approved. If not, the supervisor will hold on to the request until making the schedule for that month. Vacation requests will be given preference in order of date submitted. Seniority shall not be a factor unless multiple Officers request the same dates off and turned their leave request in on the same day. If a satellite office has only one female Officer, said Officers shall have her vacation processed with Tacoma to ensure adequate coverage for that satellite location.

An updated vacation listing will be prominently posted for Officers to review.

ARTICLE29 PART-TIME OFFICERS

29.1	Officers who are employed on a part-time basis shall be scheduled for no less than three (3) consecutive days. Additionally, the company may schedule part timers a 4 th day during each two week pay period. The schedules will consist of either 3 days, and 3 days, per pay period or 3 days and 4 days per pay period of the same shifts. This schedule will be set prior to each semiannual shift bid.
29.2	There will be a semiannual shift bid run in the same manner as the full time bid.
29.3	Vacation Time will be awarded by seniority per shift when submitted during or up to 30 days after the completion of the Shift Bid. Before the bid is posted the union
	shall be notified of the minimum number of officers that shall be allowed off for each shift of each day. Vacation Time requests shall be completed within 30 days of the completion of the Shift bid. Any additional Vacation Time requests submitted after will be awarded on a first come/ first serve basis. In the event of a tie, the award will be by seniority. If an Officer changes shifts, they will need to resubmit their Vacation Time requests and it will be subject to availability of that shift.
29.4	The shift bid shall include days and hours of work.
29.5	Bidding shall be in accordance with seniority.
29.6	The Company will make every effort to honor a part-time employee's bid. There shall be no arbitrary displacement of an Officer's awarded bid shift.
29.7	Part-time employees may volunteer to work up to forty (40) hours per week at management's discretion.
29.8	Part time officers may work shifts for a Full time officer with management approval.
29.9	Part time officers with written notice to the warden 10 business days before the annual sick time cash out may carry over sick time from one year to the next.

ARTICLE30 PAID SICK LEAVE

- Executive Order 13706, establishing Paid Sick Leave applies to this collective bargaining agreement subject to the Service Contract Act for which the client contract is awarded. As such, GEO shall provide Officers with one (1) hour of paid sick leave for every thirty (30) hours they work, up to 56 hours of paid sick leave each year. Officers are permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventative care; to assist a family member (or person who is like family to the Officer) who is ill, injured, or has other health related needs, including preventative care; or for reasons resulting from, or to assist a family member (or person who is like family to the Officer) who is a victim of domestic violence, sexual assault, or stalking. Additional information regarding this Executive Order 1s available at http://www.dol.gov/whd/govcontracts
- 30.1 The accrual year begins on November 1, and ends on October 31 of each year.
- 30.2 Officers shall be cashed out for unused sick time each year within 1 pay period of the new allotment.
- 30.3 The company shall cover all Washington State Paid Family Medical Leave costs.

DURATION

Except as otherwise provided herein, this Agreement becomes effective on October 25^{th} 2022, and shall

Continue in force and effect until midnight October 24th 2025 and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days, nor more than ninety (90) days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that if the Company shall cease to operate at this site, this Agreement shall automatically terminate and the rights and obligations of both the Union and the Company hereunder, shall automatically cease except with reference to those Officers covered herein shall remain in the employment of the Company for the purpose of performing work arising from the termination provisions of the Company's agreement with the Client, and as to such Officers, this Agreement shall continue in effect until termination of employment of such Officers.

WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers this date

Tim Sheridan

GEO Secure Services, LLC (GEO)

NWIPC Warden Bruce Scott

Mike LeBlanc

UGSOA International Union

Nicholas Oliver

Local 883 President

Iolani Menza

Local 883 VP

Local 883 Secretary

Cynthia Goodson