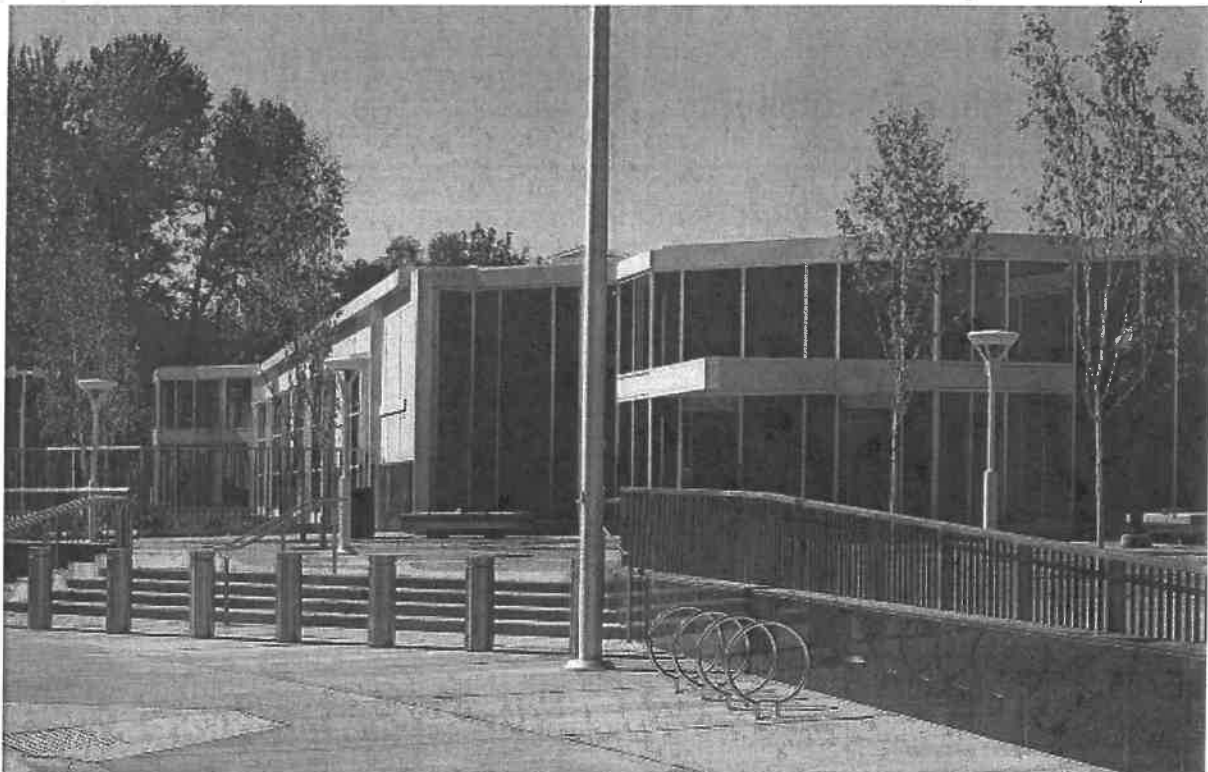


2022-2024
Collective Bargaining Agreement
between
Teamsters Local Union No. 117
Affiliated with the International Brotherhood of Teamsters
Representing the Officers and Sergeants
and
South Correctional Entity



NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, provided all dues and other financial obligations are paid to Local Union 117, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current and/or request a withdrawal by contacting the office at (206) 441-4860.

Table of Contents

PREAMBLE	5
ARTICLE 1 – RECOGNITION & BARGAINING UNIT	5
ARTICLE 2 – UNION MEMBERSHIP & DUES	5
Section A. Membership.....	5
Section B. Dues	5
Section C. Membership Meetings.....	6
Section D. New Employees	6
ARTICLE 3 – UNION BUSINESS	6
Section A.	6
Section B. Union Stewards Release from Duty for Union Business.....	6
Section C. Union Investigative and Visitation Privileges.....	7
Section D. Overtime Not Allowed	7
Section E.....	7
Section F. Bulletin Board	7
ARTICLE 4 – MANAGEMENT RIGHTS.....	8
ARTICLE 5 – BILL OF RIGHTS	9
ARTICLE 6 – EMPLOYMENT PRACTICES.....	12
Section A. Probation Status	12
Section B. Seniority & Hiring Order.....	12
Section C. Personnel Files	13
Section D. Vacancies and Promotions	14
Section E. Lay-Offs.....	14
Section F. Non-Discrimination	14
ARTICLE 7 – PERFORMANCE OF DUTY	15
ARTICLE 8 – ATTENDANCE.....	16
Section A. Punctuality	16
Section B. Absence without Leave	16
ARTICLE 9 – HOURS OF WORK, OVERTIME, & TRAINING	17
Section A. Hours of Work.....	17

2. Shift Differential.....	17
3. Alternative Work Schedules.....	17
4. Daylight Savings Adjustment	17
Section B. Shift Bidding	18
Section C. Meal/Rest Breaks	19
Section D. Overtime	19
Section E. Training, Conferences, or Related Events	21
Section F. Early Release.....	21
ARTICLE 10 – TIME AWAY FROM WORK.....	21
Section A. PTO – Personal Time Off	21
Section B. Sick Leave	24
Section C. Bereavement Leave	26
Section D. Jury Duty	26
Section E. Military Leave	27
Section F. Unpaid Leave of Absence	27
ARTICLE 11 – WAGES AND OTHER COMPENSATION	28
Section A. Pay Days.....	28
Section B. Wages.....	28
Section C. Merit Pay	30
Section D. Deferred Compensation	31
ARTICLE 12 – HOLIDAYS	31
ARTICLE 13 – DISCIPLINE AND DISCHARGE	31
ARTICLE 14 – GRIEVANCE PROCEDURE.....	32
Section A. Grievance Defined	32
Section B. Procedure	32
ARTICLE 15 – HEALTH & SAFETY	34
Section A. Safe Workplace	34
Section B. Health & Safety Plan	35
Section C. Light Duty Assignments.....	35
ARTICLE 16 – DRUG AND ALCOHOL TESTING	35
Section A. Mandatory Testing Program.....	35

Section B. Drug & Alcohol Tests Performed	35
ARTICLE 17 – UNIFORMS.....	38
ARTICLE 18 – PENSIONS	38
ARTICLE 19 – INSURANCES	38
Section A. Medical/Dental/Vision Insurance	38
Section B. Life Insurance/AD&D.....	39
Section C. Long Term Disability.....	39
Section D. COBRA.....	39
Section E. Plan Changes	40
Section F. Teamsters Retirees Healthcare	40
1. Retiree’s Welfare Trust.....	40
2. Maintenance of Plans.....	40
ARTICLE 20 – SPECIAL ASSIGNMENTS.....	41
ARTICLE 21 – RETENTION OF BENEFITS.....	41
ARTICLE 22 – SAVINGS CLAUSE	42
ARTICLE 23 – ENTIRE AGREEMENT	42
ARTICLE 24 – DURATION OF AGREEMENT	42
APPENDIX A - MANDATORY OVERTIME SYSTEM	43

PREAMBLE

The rules contained herein constitute an Agreement between the South Correctional Entity, hereinafter referred to as SCORE or the Employer, and the Teamsters Local Union No. 117, hereinafter referred to as the Union. The purpose of the Agreement is to govern wages, hours, and working conditions for Corrections Officers and Sergeants at SCORE.

It is intended that this Agreement, achieved through the process of collective bargaining, will serve to maintain good relations between the Employer and the Union, to promote effective, efficient and courteous service to our member and contract agencies and the public, and to protect the public interest.

ARTICLE 1 – RECOGNITION & BARGAINING UNIT

Section A. The Employer recognizes Teamsters Local Union No. 117 (Union) as the exclusive representative of all regular full-time and regular part-time Correction Officers and Sergeants employed by SCORE, excluding supervisors, confidential employees, and all other employees, as described in PERC Decision 13279-PECB of Case 133120-E-20.

Section B. The Union Representative and other Union Executive Board members, or any other designee of the Union, shall be recognized by the Employer as the official representatives of the Union for the purpose of bargaining with the Employer.

ARTICLE 2 – UNION MEMBERSHIP & DUES

Section A. Membership

The Employer recognizes that Correction Officers and Correction Sergeants of SCORE may, at their discretion, become members of the Union when such membership has been duly approved in accordance with the provisions of the Union's Constitution and By-Laws. This Agreement shall apply to all employees in the bargaining unit irrespective of membership or non-membership in the Union.

Section B. Dues

Upon receipt of written authorization by a Union member in a form approved by the Union, the Employer agrees to deduct from the wages of each Union member the sum certified as initiation dues and assessments once a month as Union dues, and to forward the sum to the Union. If any employee does not have a pay check coming to them or the pay check is not large enough to satisfy the assessments while complying with federal and state minimum wage requirements, no deductions shall be made from the Union member for that calendar month. All requests to cancel dues deductions shall be in writing to the Employer and requires notification to the Union by the Union member. It is specifically agreed that SCORE assumes no obligation, financial or otherwise,

arising out of the provision of this Article, and the Union hereby agrees that it will indemnify and hold SCORE harmless from any claims, actions or proceedings by any employee arising from deductions made hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. Consistent with state law, SCORE shall permit a business representative to have one (1) hour at each new employee orientation during the employee's first week of employment to introduce the Union and this Agreement.

Section C. Membership Meetings

The Employer will make available to the Union a suitable location for unpaid membership meetings to discuss issues of joint interest to the Union and SCORE (e.g., contract negotiations, grievances, etc.) on a quarterly basis.

Section D. New Employees

The Employer agrees to notify the Union of any new employees employed in classifications covered by the Agreement within five (5) business days from date of hire.

ARTICLE 3 – UNION BUSINESS

Section A.

The number of on-duty paid representatives of the Union at any contract negotiating session shall be limited to three (3) members, unless waived by SCORE.

Section B. Union Stewards Release from Duty for Union Business

- 1. Release Time for Grievance Resolution** – A Shop Steward who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting grievance resolution on behalf of the employees in the bargaining unit. Such time off shall be during the Shop Steward's regularly scheduled work day and subject to prior notice to and approval by SCORE management (Executive Director, Operations Chief, or Captain). SCORE management will grant the request so long as it is able to properly staff the employee's job duties during the time off without any additional expense to SCORE.
- 2. Leave Time for Internal Union Business** - The Shop Steward and designated Union representatives will be charged the leave of their choice (PTO or leave without pay) when they are absent from work to perform internal Union business. Some examples of "internal Union business" would include employee organization and, solicitation of membership other than at new employee orientation sessions. Upon no less than seven (7) calendar days advance written notice, the Union may request that a bargaining unit employee be granted a leave of absence for up to ninety (90) calendar days for purposes of attending to Union business. Upon receipt of such written request, the Employer will

confer with Union representatives regarding such request. The Employer may decline such requested leave of absence if, in the Employer's judgement, such a leave of absence would adversely impact its operations. The decision by the Employer to deny a requested leave of absence for purposes of attending to Union business shall not be made for arbitrary and/or capricious reasons.

3. **New Employee Orientation** - In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes to meet with new employees of the bargaining unit within ninety (90) days of employment to discuss matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The presentation shall generally occur during new employer orientation provided by SCORE, although SCORE and the Union may mutually agree to a different time for the presentation. A Union Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. SCORE shall provide the Union with at least seven (7) days notice of when the thirty (30) minute time period during the new employee orientation will be.

Section C. Union Investigative and Visitation Privileges

The Union Representative, with reasonable advance notice to the Executive Director or Executive Director's designee, may visit the work location of employees covered by the Agreement at any reasonable time. Such representative shall follow SCORE's security protocols.

Section D. Overtime Not Allowed

No overtime will be incurred by the Employer to fill a shift vacancy caused by an authorized Union member under this Article.

Section E.

The Employer retains the right to restrict time off under this Article if an emergency exists or when such time off would unreasonably impact SCORE's operations, in SCORE's sole discretion.

Section F. Bulletin Board

A bulletin board found to be acceptable and in compliance with the needs of limited use by the Union shall be provided by the Employer. This bulletin board shall be used, maintained, and controlled by the Union. It is understood and agreed to that no material shall be posted which is obscene, defamatory, or which would impair Employer operations.

ARTICLE 4 – MANAGEMENT RIGHTS

Section A. The Union recognizes the prerogative of the Employer to operate and manage SCORE, its affairs in all respects, in accordance with its responsibilities and the powers and authority of the Employer, subject to the terms of this Agreement. All rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as expressly limited within this Agreement.

Section B. Subject to the provisions of this Agreement, the Employer reserves the right:

1. to recruit, assign, schedule, transfer, hire, promote and train employees to the positions within SCORE;
2. to suspend, demote, discharge or take any other disciplinary action, for cause, against employees;
3. to establish work and performance standards;
4. to assign overtime;
5. to make and enforce policies, rules and regulations, so long as the Union receives notice of, and is provided an opportunity to bargain, any changes affecting mandatory subjects of bargaining;
6. to assign, direct and reduce the work force;
7. to relieve employees from duties because of lack of work, lack of funds, the occurrence of conditions outside SCORE's control; or when the continuation of work would be wasteful and unproductive;
8. to determine methods, means, work schedules, work periods and personnel necessary for SCORE's operations;
9. to control SCORE's budget, organization, number of employees, and internal security practices;
10. in cases of emergencies, to establish work rules, assign schedules, work shifts, work hours and take whatever actions are necessary to carry out operations, regardless of prior commitments, for the limited duration of the emergency;

11. to determine job classifications, including modifications to job descriptions and specifications and essential job functions;
12. to assign positions and to determine the method, materials and tools to accomplish the work;
13. to determine job status of employees;
14. the right to establish and authorize limited light duty assignments and the conditions thereof;
15. to introduce new or improved methods or facilities, so long as the Union receives notice of, and is provided an opportunity to bargain, any changes affecting mandatory subjects of bargaining;
16. to control all Employer property and equipment;
17. to require the assignment of additional duties; and
18. to perform all other functions not limited by this Agreement.

ARTICLE 5 – BILL OF RIGHTS

Section A.

The Employer retains the right to adopt rules for the operation of SCORE and the conduct of its employees, subject to any restrictions specified by this Agreement or statutory rights retained by the Union and its members. It is agreed that the Employer has the right to discipline, suspend, or discharge any employees for just cause. The wide ranging powers and duties given to SCORE and its employees involve them in all manner of contacts and relationships with inmates and the public. From time to time, questions arise concerning actions of employees. These questions often require immediate investigations by the Employer.

Section B.

1. In an effort to ensure that investigations, as designated by the Executive Director of SCORE, are conducted in a manner which is conducive to good order and discipline, the Union member shall be entitled to the protection of what shall hereinafter be termed the "Employees Bill of Rights".
2. The officers covered by this Agreement do not waive nor will they be deprived of any of their Constitutional or Civil Rights guaranteed by the Federal and State Constitution and Laws, afforded any citizen of the United States.

3. Except in emergency situations or if waived by the employee, non-probationary employees who become the subject of an internal investigation shall be advised in writing at least forty-eight (48) hours prior to the internal investigations interview that they are suspected of:
 - a. committing a criminal offense;
 - b. misconduct that would be grounds for termination, suspension, or other disciplinary actions; or
 - c. that they may not be qualified for continued employment with SCORE.
4. Any employee who becomes the subject of an internal investigation may have a Union representative present during all interviews. An investigation as used elsewhere in this Article shall be interpreted as any action, which could result in disciplinary action by SCORE or the filing of a criminal charge.
5. The employee under investigation must, within twenty-four (24) hours of an interview, be informed of the name of the employee in charge of the investigation, the name of the person who will be conducting the interview, and the specific allegations (including any policy violation(s) alleged at the time, and a copy of the complaint). SCORE may redact names in the complaint for sensitive issues such as harassment/discrimination complaints.
6. Whenever reasonably possible, interviews shall be scheduled during the normal workday of the employee. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty. SCORE shall inform the employee whether they are a potential witness or subject of the investigation. SCORE shall provide the employee with a Garrity warning prior to conducting the interview.
7. The employee or Employer may mutually agree that an internal investigation interview be recorded.
8. Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. The employee shall be entitled to such intermissions as they shall request for personal necessities, meals, phone calls and rest periods.
9. Investigations that may result in discipline shall be commenced no later than thirty (30) days after SCORE management learns of the incident(s) or complaint in question and completed within sixty (60) days of initiation by SCORE management. Either time limit may be extended by SCORE because of reasonable circumstances beyond its control,

provided that any such extension will be limited to the time reasonably necessary to commence and complete the investigation. SCORE shall inform the Union of the extension, the reasons for it and how long is needed to complete the investigation. Except in extraordinary circumstances, no discipline shall issue pursuant to investigations that are not commenced and completed within the time frames outlined in this paragraph, inclusive of any extensions.

10. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain their resignation, nor shall they be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement to answer questions.
11. The employee under internal investigation shall be provided an exact copy of any written statement they have signed. The employee and Union will be furnished a copy of or access to the completed investigation seventy-two (72) hours prior to any pre-disciplinary Loudermill hearings. If any witness names have been withheld from the investigation copy provided to the employee, SCORE will provide an unredacted copy to the Union upon request. To the extent allowed by law, all disclosures under this section that implicate inmate privacy concerns may be subject to a confidentiality agreement between the parties and shall regardless be used or disclosed by the Union for representational purposes only.
12. All interviewing shall be limited in scope to activities, circumstances, or events, which pertain to conduct or acts which may form the basis for disciplinary action.
13. No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any constitutional amendment against self-incrimination. Nor shall any employee be dismissed for or shall any other penalty be imposed upon any employee for their failure to submit to a polygraph test, or to answer questions for which they might otherwise invoke the protections of any constitutional amendment against self-incrimination.
14. Should any section, sub-section, paragraph, sentence, clause, or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.
15. Any employee involved in the use of lethal force shall not be formally interviewed immediately following the incident. No statement or interview shall be requested from the employee until at least forty-eight (48) hours after the incident.
16. Investigations of members by the Employer shall generally be completed within forty-five (45) days. Typical reasons for extending the time limit include (1) the employee or Union

is unavailable or incapacitated; (2) the Union or employee waives the timeline in writing; (3) the investigation involves a criminal matter; or (4) the investigation requires coordination with another outside agency or entity.

17. Subject to operational needs, employees have the right to be present when SCORE inspects and/or opens an employer-provided locker. If the employee is not available at the time of inspection, SCORE will ask a Union Shop Steward (or bargaining unit member if a steward is not available) to observe the inspection.

ARTICLE 6 – EMPLOYMENT PRACTICES

Section A. Probation Status

Probationary periods for entry level employees newly hired by SCORE, or employees promoted to the position of Sergeant, shall be one (1) year following completion of the Corrections Officer Academy for new hires, or six (6) months following any promotion to Sergeant. Newly hired lateral employees who have already completed the Corrections Officer Academy or its equivalent will have a six (6) month probationary period. However, probationary periods may be extended upon agreement between SCORE and the Union. Employees will be at-will during this probationary period and shall not have recourse to the grievance process outlined in this Agreement with respect to any discipline or discharge decision made by SCORE. During the probationary period accompanying a promotion to Sergeant, SCORE may rescind the promotion at any time and return the employee to a Corrections Officer position (recognizing such return may result in bumping or layoff), and its decision may not be challenged through the grievance process outlined in this Agreement. Employees will be evaluated at quarterly intervals during a probationary period.

Section B. Seniority & Hiring Order

1. Seniority of employees is based on their length of service in the bargaining unit as established in the official Hiring Order list established and maintained by SCORE.
2. Hiring Order is determined by the employee's most recent hire date with SCORE. If employees are hired on the same day, the Hiring Order will then be determined by their placement on the Public Safety Testing entry test score. For employees who leave SCORE employment but return prior to one (1) year having elapsed, their hire date (for purposes of the Hiring Order list) will be their previous seniority minus the number of days absent from SCORE.
3. In cases of promotion to Sergeant, the promotion date will be used to determine Hiring Order for the new position. If employees are promoted on the same day, the Employer reserves the right to determine the promotion order. If a Sergeant or Corrections Officer is promoted out of the bargaining unit to Lieutenant or Captain but later returns before

their probationary period ends, they will return to the same position (Corrections Officer) previously held, with the same seniority and hire date (for purposes of the Hiring Order list) as they had immediately prior to promotion, if that position is vacant without bumping or laying off an employee. If a Sergeant or Corrections Officer otherwise transfers out of the bargaining unit to a non-custody job at SCORE but later returns within one (1) year, they will return to the same position previously held, with the same seniority and hire date (for purposes of the Hiring Order list) as they had immediately prior to transfer if that position is vacant without bumping or laying off an employee. For any other employee transferred into the bargaining unit, they shall only retain their existing seniority for purposes of their PTO accrual rate.

Section C. Personnel Files

1. Personnel files are the property of SCORE and the release of personnel files will be consistent with laws regarding public disclosure. Nothing in this section shall prevent an employee from viewing their original personnel file in its entirety upon request or placing material in the file as allowed under RCW 49.12.250. At the written request of the employee, or as otherwise required by law, such papers may also be made available to the Union. Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, SCORE will provide the employee with a copy of the order or subpoena unless prohibited by law. When document or information in an employee's personnel file are the subject of a public records request, SCORE will provide the employee with a copy of the request at least five (5) calendar days in advance of the intended release date.
2. A "personnel file" is generally defined as records of employment and such other information required for business or legal purposes; documents containing employees' qualifications; verification of training completed; signed job descriptions; supervisor's files; all performance evaluations, letters of commendation and letters of reprimand; salary, sick and vacation leave hours; and summaries of benefits and other similar information. It is further understood that a personnel file does not include the investigation of a potential criminal offense, an impending lawsuit that would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts, material relating to medical records, pre-appointment interview forms, Internal Affairs files, or any items related to the initial applicant background investigation documents.
3. Personnel files must be maintained in accordance with public disclosure laws and will be released when required. Items maintained within the personnel files must be retained as required by law.
4. SCORE shall maintain a single set of personnel files for each employee and there shall be no secret files. Materials for the purpose of supervisor evaluations shall be expunged if

not made part of the personnel file.

5. Records of any warning, suspension or other disciplinary event shall not be considered for disciplinary purposes after three (3) years if there is no recurrence of misconduct for which the employee was disciplined during that period. After one (1) year, the employee shall have the ability to request the removal of any such records from their personnel file at the discretion of the Executive Director.

Section D. Vacancies and Promotions

In regard to job postings, promotion and reassignment, "qualifications" and/or "ability" will be the primary consideration, with seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of SCORE. Promotional opportunities shall be open to all intended employees; provided that, temporary promotions shall be at SCORE's discretion. For any individual promotion opportunity, SCORE agrees to use a consistent process across applicants for that opportunity.

Section E. Lay-Offs

1. Management reserves the right to determine the number of necessary employees to do the job. The parties recognize that the effects of any layoff are a mandatory subject of bargaining. In the event that a layoff does occur, such reductions shall be carried out according to seniority, starting with the least senior officer in each job classification. For purposes of this provision, SCORE and the Union agree that "job classification" refers to whether an employee is classified as a Corrections Officer or a Sergeant. Sergeants selected for layoff shall be able to use their Hiring Order seniority to bump the least senior Officer if the Sergeant has more hiring order seniority than the said Officer. Notwithstanding the foregoing, temporary employees and probationary employees who have not completed Field Training shall be laid off first in the event layoffs are necessary.
2. An employee shall be recalled and reinstated to a classification from which they are laid off or has previously worked for up to twelve (12) months from the date of layoff, so long as their Correction Officer certification remains valid. An employee receiving a recall offer has forty-eight (48) hours to accept or decline such offer. An employee who declines a recall offer waives any further right to recall.

Section F. Non-Discrimination

The Employer and Union agree that each party shall not unlawfully discriminate against any person because of race, color, religion, sex, age, marital status, national origin, gender expression or identity, sexual orientation, veteran status, HIV status, or physical, mental, or sensory

disability, genetic information, citizenship or immigration status unless based on a bona fide occupational qualification. The Employer and Union agree not to discriminate against employees because of union membership or lawful union activities. It is recognized that employees who feel they have been victims of discrimination shall be entitled to seek relief or redress through the grievance procedures contained in this Agreement or through applicable SCORE policies.

Union and SCORE representatives shall work cooperatively to assure the achievement of equal employment opportunity. Both SCORE and the Union shall endeavor to ensure that employees are aware of their complaint mechanisms and options with respect to addressing discrimination concerns in the workplace.

The term "employee" as used in this Agreement includes male, female, transgender, gender non-conforming, and non-binary individuals.

ARTICLE 7 – PERFORMANCE OF DUTY

The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all services provided by SCORE, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall cause or condone any work stoppage, including refusal to perform assigned duties to the best of their ability, strike, any sympathy strike, refusal to cross a picket line while on-duty, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with SCORE functions by employees covered under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. If any of the above activities have occurred by concerted actions by any employees in the bargaining unit it shall be deemed a work stoppage. SCORE agrees not to lock out employees during the term of this Agreement.

ARTICLE 8 – ATTENDANCE

Section A. Punctuality

Employees shall be punctual when reporting for duty at the time and place designated by their supervisors. Employees shall remain on their post at all times until properly relieved from duty.

Section B. Absence without Leave

Regular attendance is essential to meet SCORE's mission and is expected of every employee. Unless otherwise prohibited by law, all absences, for any reason, must be authorized by SCORE. SCORE may or may not authorize leave without pay for employees who do not have the appropriate leave time available for use. Employees shall not be absent from duty except for:

- a. Sickness
- b. Approved family care or family sick leave
- c. Injury/disability
- d. Suspension from duty
- e. Approved for Jury Duty
- f. Approved for military leave
- g. Scheduled furlough days
- h. Approved Personnel Time Off (PTO)
- i. Family and Medical Leave to which employees are entitled to under federal or state law
- j. Other approved absences or leaves required by law.

ARTICLE 9 – HOURS OF WORK, OVERTIME, & TRAINING

Section A. Hours of Work

1. The Employer reserves the right to assign, direct and establish reasonable work schedules, subject to the following conditions: The work schedule for employees covered by this Agreement will be three (3) consecutive days on followed by three (3) consecutive days off (3/3 twelve (12) hour schedule), except for those employees assigned to an alternative work schedule to satisfy a particular operational need. For legitimate operational reasons, SCORE reserves the right to modify this work schedule, provided that SCORE will either (a) notify employees at least ten (10) calendar days prior to revising work schedules except in cases of emergency or for circumstances beyond SCORE's control, or (b) compensate the employees at 1.5 times their regular hourly rate for the first shift worked on the new schedule.
2. Shift Differential: Employees assigned to work three (3) consecutive days on followed by three (3) consecutive days off (3/3 twelve (12) hour schedule), shall receive shift differential pay of 5.24% of base wages per pay period as long as the employee worked a 3/3 twelve hour schedule for a majority of that pay period. For section 7(k) purposes under the Fair Labor Standards Act, this work period (FLSA, 29 U.S.C. 207(k)) shall be twenty-four (24) days.
3. Alternative Work Schedules: In lieu of the 3/3 twelve (12) hour schedule, individual employees may be assigned to other schedules, including but not limited to four (4) consecutive ten (10) hour days (4/10 schedule) or five (5) consecutive eight (8) hour days (5/8 schedule). SCORE reserves the right to modify the alternative work schedules, provided that (i) SCORE will notify affected employees at least fourteen (14) calendar days prior to creating a new work schedule or transferring employees between schedules, except in cases of emergency or for circumstances beyond SCORE's control and (ii) once notified, affected employees may choose to begin the modified schedule on sooner than fourteen (14) calendar days notice if offered by SCORE. In circumstances where SCORE does not notify employees at least fourteen (14) calendar days prior to modifying work schedules (i.e., emergencies or circumstances beyond SCORE's control), SCORE will compensate employees at 1.5 times their regular hourly rate for the first rotation worked on the new schedule.
4. Daylight Savings Adjustment – Employer will pay one (1) hour of overtime to all employees working an extra hour during their shift due to the fall daylight savings time adjustment period. Employees working the spring daylight savings time adjustment period shall either take one (1) hour of PTO, or one (1) hour leave without pay, or work an additional hour, subject to approval by the employer, to cover the reduction of their shift hours.

Section B. Shift Bidding

1. Employees will have an annual opportunity to select their shift as follows:
 - a. Once a year, SCORE will create a matrix identifying available slots for each shift based on the needs of the operation.
 - b. Prior to publishing the schedule matrix to employees, the Executive Director will designate any slots required to address the following areas:
 - i. Sergeants
 - ii. FTOs
 - iii. Gender-specific assignments
 - iv. Transport Officers and back-up Transport Officers
 - c. Upon completion of the schedule matrix, SCORE will make it available to employees for review on or around May 18th of each year. No less than fourteen (14) days later, employees will be allowed to bid for an open slot in the matrix. The bids will take place during a two (2) week window designated by SCORE, with bidding done based on seniority, provided that Corrections Officers will place their bids before Sergeants. The bid window period will be published to all employees at least two (2) weeks prior to its occurrence. During the two (2) week bid window period, employees must provide the Executive Director or designee, with up to three (3) preferred slots prior to the bid window period and those preferences will be used (in order) to select a slot for the employee when their turn arrives. If no preferred slot is available or if an employee fails to provide those preferences during the two (2) week bid window period, the Executive Director or designee shall select a slot for the employee. Corrections Officers will bid for a shift and side only. In the case of married co-workers in the bargaining unit, SCORE will allow the more senior spouse to waive their seniority in order to bid immediately before their less senior spouse, provided the request is in writing and within the bidding window. Captains will assign officers to individual work assignments within the facility on a daily basis.
2. The Executive Director or designee will publish the finalized schedule to all employees and announce its effective date, which shall commence as soon as is practicable. Nothing herein will prohibit the Executive Director or designee from modifying individual bids to accommodate medical situations or to ensure satisfaction of gender requirements across the facility.

3. The Executive Director may modify individual bids to ensure operational needs are met. If a modification is needed for operational needs, volunteers will be solicited first. If there aren't any volunteers, then inverse seniority shall be used, unless such application would interfere with a medical accommodation situation or gender requirement.

Section C. Meal/Rest Breaks

1. SCORE will provide paid rest and meal periods as provided by applicable Federal and State law.
2. Employees assigned to the 3/3 twelve (12) hour schedule, will be provided with two (2) thirty-minute paid meal breaks. At the employee's option, and with the prior approval of SCORE management, in lieu of taking three (3) ten minute breaks during a twelve (12) hour shift, an employee may consolidate their ten (10) minute rest breaks into either (i) one thirty (30) minute rest break, or (ii) two (2) fifteen (15) minute breaks to be combined with the meal breaks (for a total of two forty-five (45) minute breaks). Any such requests to combine breaks may be made on a form provided by SCORE within one (1) week of the shift bid window or any shift change. Employees assigned to other work schedules will be provided with one (1) paid thirty (30) minute meal break and rest breaks as required by law.
3. Employees shall remain on duty within the facility, subject to interruption or immediate callback due to operational needs. If a meal or rest break is interrupted due to operational needs, such break can be continued when operationally feasible, not to exceed the authorized limit of the break.

Section D. Overtime

1. Management reserves the right to decide if and when to assign overtime in its sole discretion. Overtime must be approved in advance by management.
2. Except as otherwise provided in this Article and when required by the Fair Labor Standards Act, employees shall be paid at the rate of time and one-half for all hours worked in excess of their regularly scheduled shift.
3. Calculation of Overtime – Overtime shall be computed based on "hours worked" as outlined in applicable federal and state laws, including the Fair Labor Standards Act (FLSA).
4. Except in cases of operational need, it is the Employer's intent to not have an employee work more than sixteen (16) hours in a work shift, and will make every reasonable effort to ensure that employees do not work more than sixteen (16) hours in a work shift.

Employees working three or more hours longer than a normal work shift will be allowed an additional 30-minute paid meal period during the overtime period.

5. Overtime Minimums – Overtime will generally be scheduled in a two hour minimum block, unless it is an extension of the work shift at which time the employee will be paid for actual hours worked.
6. Overtime Scheduling – Overtime needs will be staffed as follows:
 - a. Voluntary: Anticipated overtime opportunities for the following month will be posted as soon as reasonably possible during the preceding month. Officers and Sergeants will be afforded a full rotation on each side to sign up for no more than two (2) overtime spots in their existing classification. After that, Officers and Sergeants will be allowed to sign up for any additional open spots in their existing classification on a first-come, first-served basis. If this process does not result in filling all open spots, then SCORE will allow Officers and Sergeants to volunteer for any remaining open spots outside of their existing classification. Cancellations of voluntary overtime sign ups without penalty must occur at least ten (10) days in advance of the overtime shift. Each Officer or Sergeant is responsible for notifying the on-duty Lieutenant of the cancellation, which will result in the removal of the Officer's or Sergeant's name from the list. The first cancellation without the minimum ten (10) days' notice, for non-emergency reasons, may result in the loss of voluntary sign-up privileges for a period of thirty (30) days. A second violation within a six (6) month period may result in the loss of voluntary sign-up privileges for ninety (90) days. A third violation within one (1) year may result in the loss of voluntary sign-up privileges for six (6) months. Any time an employee cancels on less than ten (10) days' notice for a non-emergency reason, except for calling in sick, they will be added to the top of the mandatory overtime call list. SCORE will use the mandatory overtime list to fill vacancies caused by cancellations on less than ten (10) days notice.
 - b. Mandatory: Overtime needs not filled with volunteers will be filled through mandatory overtime, using the system already in place by mutual agreement of the parties, attached hereto as Appendix A. SCORE will use good faith effort to provide employees with as much notice as is reasonably practical of any mandatory overtime. Employees who are scheduled to work mandatory overtime but do not appear due to a reason described in Article 10.B.2 will not be disciplined but may use sick leave for the missed overtime work, to be paid at the employee's straight time rate, and will be placed at the top of the mandatory overtime list.

Section E. Training, Conferences, or Related Events

1. The Employer will make a reasonable effort to schedule training during the employee's regular on-duty shift. In doing so, the Employer reserves the right to adjust the employee's work schedule(s) to accommodate the training schedule in order to avoid or reduce overtime, provided that SCORE will notify affected employees at least ten (10) calendar days prior to such a schedule adjustment.
2. If a training day is scheduled for or becomes eight (8) hours (inclusive of travel time to and from training) and occurs on the employee's workday, the hours of training shall constitute an entire workday, regardless of the employee's assigned work schedule. If the training is scheduled for less than eight (8) hours or the instructor reduces a training day to less than eight (8) hours, the employee will report the reduced hours of that training day to SCORE and the employer reserves the right to recall the employee to work.
3. Per Diem applies only when overnight accommodations are required. Per Diem is based on the current General Services Administration (GSA) rules and amounts.

Section F. Early Release

When operationally feasible, the Employer agrees to release employees working the night shift on the 3/3 twelve (12) hour schedule prior to the end of their shift to accommodate training or Jury Duty.

ARTICLE 10 – TIME AWAY FROM WORK

Section A. PTO – Personal Time Off

1. **Accrual of Personal Time Off (PTO)** - Employees who have been in a paid status for at least one-half their scheduled hours in any given pay period shall accrue PTO hours in accordance with the following schedule:

Years of Service within the bargaining unit	Monthly Rate	Yearly Rate
0 - 5 years	16 hrs.	192 hrs.
>5-10 years	20 hrs.	240 hrs.
>10-15 years	22 hrs.	264 hrs.
>15-20 years	24 hrs.	288 hrs.
>20 + years	26 hrs.	312 hrs.

Maximum accumulation of PTO time is 356 hours.

“Years of Service within the bargaining unit” will be based on the official Hiring Order List established and maintained by SCORE, which takes into account the employee’s Inaugural Employment Status.

2. PTO Rules – Use of PTO shall be subject to the following rules:

- a. Terminated or resigning employees shall be paid for all accrued but unused PTO.
- b. Upon the death of an employee in active military service, pay will be allowed for any accrued but unused PTO earned to their designated beneficiary.

3. Scheduling and Using PTO

- a. Requests for leave must be approved in advance by the Executive Director or designee. PTO shall be taken at times mutually agreeable to the employee and SCORE. In the event of conflicts between employees in requests for leave, the employee first requesting shall prevail. For the purposes of scheduling vacations, a vacation bidding system shall be established as follows:
 - i. The Executive Director, or designee, shall determine the number of vacation slots available per day and these shall be requested by employees through a bidding system. There shall be a minimum of two (2) slots made available for each shift for purposes of scheduling vacations by shift, unless SCORE reasonably determines that a restriction on available slots is necessary for a particular shift.
 - ii. Bidding will be conducted by seniority. Employee seniority is determined based on the Hiring Order of employees. Vacation bidding shall commence immediately upon completion of the annual shift assignment process for vacations to be scheduled in the subsequent calendar year. Each bid must be for consecutive days. No single bid may exceed three (3) work rotations.
 - iii. Employees may bid up to the amount of annual PTO that they have accumulated in the leave balance at the time of the bid, no more.
 - iv. At the end of the bidding process, the Executive Director, or designee, shall review the bid requests for approval.
 - v. There will be two rounds of bids, with the second round commencing after all employees who choose to participate in the first round have completed

their bids. Employees may choose not to participate in the bid process. Bidding will be conducted by seniority in both rounds, without regard to whether an employee chose to forego a first round bid.

- b. Vacation requests received after the annual vacation bidding process is completed shall be considered and approved on the basis of date received by the Employer. Employees shall be advised within thirty (30) days of the date of the request as to approval or disapproval of the request. Requests for individual days off will be addressed on a case-by-case basis based on operational needs.
 - c. The number of available vacation slots identified by the Executive Director or designee in Article 10(3)(a)(i), which are not bid and filled during the bidding system, shall remain available as a minimum number of vacation slots for individual day off requests throughout the year under subsection (3)(b) of Article 10. However, requests for individual days off will be addressed on a case-by-case basis and approved based on operational needs and subject to Article 10(A)(4). Operational needs include, but are not limited to, staffing impacts caused by employees on other leaves (such as sick leave, LTD, military leave, and FMLA) and inmate population changes that involve a deviation of ten percent (10%) or more from the average daily population in the prior calendar year. In addition, if and when SCORE is actively staffed at its full authorized staffing levels, it will allow a minimum of two (2) Corrections Officers per shift (applicable to shifts 1A, 1B, 3A and 3B) to be scheduled off on PTO during the period of full staffing.
4. **Cancellation of Scheduled PTO** – The Employer will make reasonable effort to avoid cancellation of approved employee leave time and to notify employees as soon as possible after the decision is made to cancel previously approved PTO. The Employer agrees to work with the employee to reschedule the leave time at a mutually agreeable time.
5. **PTO Use Methodology** – The number of leave hours used for each day off of work shall be calculated based upon the number of hours in the employee's work day. For example, employees assigned to a 3/3 twelve (12) hour schedule shall use twelve (12) hours of PTO for each day off, employees assigned to a ten (10) hour schedule shall use ten (10) hours of PTO for each day off, and so on. Requests for use of PTO in partial day increments will be addressed on a case-by-case basis based on operational needs.
6. **PTO Cash Out** – Each employee shall have the option to cash out up to forty (40) hours of accrued but unused PTO on a bi-annual basis, provided that the employee has accrued at least 250 hours (70% of the 356-hour maximum accrual) at the time of the request to cash out. Eligible employees may exercise their option during each of two (2) annual windows: An employee wishing to cash out PTO must notify SCORE between March 25 and April 1 (first window) or between October 25 and November 1 (second window).

SCORE anticipates that payment will be included in the employee's first paycheck for the month following the request (May or December), subject to regular deductions and withholdings. SCORE will deduct from PTO banks at the time of payment.

7. **PTO Use During Notification Period** – After an employee gives notice of their intent to resign or retire, the employee cannot use more than forty (40) hours of PTO if they work an Alternative Work Schedule, or thirty six (36) hours of PTO if they work a 3/3 twelve hour schedule, between the provision of such notice and their last date of employment at SCORE.
8. **PTO and Overtime** – SCORE shall not require mandatory overtime on days off immediately contiguous to the previously approved PTO.

Section B. Sick Leave

1. New regular full-time employees hired after ratification of this Agreement, will be given twenty-four (24) hours of sick leave. Upon completion of the third month of employment, an additional twenty-four (24) hours of sick leave will be awarded. Upon completion of the sixth month of employment, sick leave will begin to accrue at the rate of four (4) hours per pay period. Each calendar year, an employee may carry over a maximum amount of nine hundred (900) accrued, unused sick leave hours.
2. Sick leave shall not be taken in less than fifteen (15) minute increments. Permissible uses of sick leave are for the following reasons:
 - a. Bona fide illness or injury which incapacitates the employee from performing normal duties, or
 - b. Employee's disability due to pregnancy and recovery therefrom, or
 - c. Medical or dental care of the employee, or
 - d. Enforced quarantine in accordance with health regulations, or
 - e. Care for qualifying family members, relating to spouse, child, parent or other qualifying member, due to a serious health condition, in accordance with the Family Medical Leave Act's regulations and limits, or
 - f. Any other permissible uses of sick leave in accordance with local, state and federal family leave law, including the Washington Family Care Act.
3. **Accrual of Sick Hours** – Sick leave shall be available for use after each accruable pay cycle, as shown on employee's pay check, and shall be paid at the employee's regular base

hourly rate of pay. Accrued sick time will be credited to an employee only during pay periods where an employee has been in a paid status for at least one half their scheduled hours. An employee may carry over a maximum amount of nine hundred (900) accrued hours. On January 1, any accrued, unused sick leave above and beyond eight hundred (800) hours may be cashed out for current employees at the employee's base hourly rate of pay. Under no circumstances will SCORE cash out accrued, unused paid sick leave for employees who separate from employment for any reason.

4. **Reporting Sick Leave** – Unless prohibited by law, employees must notify management with the reason for absence as far in advance as reasonably possible, but no later than the beginning of the scheduled working day with notice of the anticipated date of return to work. During periods of extended illness, the employee shall keep management informed as to their progress and potential date of return to work.
5. **Documentation** – Medical certification of the employee's medical practitioner may be requested whenever an employee is absent for over three consecutive (3) days or longer, or when there is a reasonable belief to suspect sick leave abuse. SCORE may require the employee to be examined by one or more physicians retained by the Employer. Certification by the physician shall only include an expected duration that the employee will be unable to attend work, certification attesting to illness, injury or other reason for the sick leave use, and whether the illness or injury is for the employee or an employee's family member. During extended leave, a written physician's statement may be required to be updated every week.
6. **Sick Leave Abuse** – The Employer reserves the right to investigate cases of suspected sick leave abuse. Abuse and misuse of sick leave are grounds for disciplinary action up to and including termination.
7. **Workers' Compensation** – When an employee suffers an on-the-job injury or illness related to their duties and responsibilities as Corrections Officer or Sergeant and is qualified for Workers Compensation, employees may use accrued but unused Sick Leave hours to make up the difference between the employee's base hourly wage and the amount paid to the employee in Workers' Compensation benefits. If an employee has exhausted their accumulated Sick Leave, they may use the accrued PTO to make up the difference between the Workers Compensation benefits and the employee's base hourly wage. An employee covered by this paragraph may begin drawing down their accrued but unused Sick Leave or PTO hours prior to receiving wage replacement benefits from the State; provided that, upon receiving such benefits, the employee shall sign them over to SCORE and SCORE will credit them back against hours the employee drew down from their Sick Leave or PTO banks while waiting for benefits to commence.

8. **Performance Related** – Except as prohibited by law, an employee's attendance record may be criteria used in determining an employee's satisfactory performance and is similarly subject to corrective action.
9. **Exhausting Sick Hours** - Should an employee use all accumulated Sick Leave, they will transition to leave without pay status. If any Personal Leave time is available, the employee may request to use PTO hours for sick leave, subject to advance employer approval on a case by case basis or as required by law.

Section C. Bereavement Leave

1. Full time employees whose immediate family suffers a death shall receive up to three (3) days/shifts off with pay to attend to necessary arrangements at the time of the funeral event. Time off for these days shall be noted as Bereavement Leave and shall not affect PTO or Sick Leave hours. Upon advance request, the Executive Director may grant non-precedent setting exceptions, including use of PTO for out of state travel. SCORE shall not require mandatory overtime on days off immediately contiguous to the bereavement days being used.
2. For purposes of Bereavement Leave, "immediate family" consists of spouse, registered domestic partner, son, daughter, stepchildren, brother, sister, brother-in-law, sister-in-law, mother, stepmother, mother-in-law, father, stepfather, father-in-law, grandparents, grandchildren of the employee, or legal guardian, or any other person living full time with and dependent upon the employee. Request to use Bereavement Leave for the death of an individual outside of the immediate family is subject to approval by the Executive Director.

Section D. Jury Duty

1. Time spent by full time employees on jury duty, or to appear as a subpoenaed witness in connection with their work for SCORE (collectively, "Jury Duty"), will be treated as hours worked except for purposes of calculating overtime.
2. If Jury Duty is scheduled for or becomes eight (8) hours and occurs on the employee's workday, the hours of Jury Duty leave shall constitute an entire workday, regardless of the employee's assigned work schedule. If Jury Duty is scheduled for less than eight (8) hours, the employee will report the reduced hours of that absence to SCORE and the employer reserves the right to recall the employee to work. The Employer reserves the right to adjust the employee's work schedule(s) to accommodate the absence due to Jury Duty in order to avoid or reduce overtime, so long as the employee provided SCORE with at least thirty (30) days advance notice of Jury Duty, SCORE will notify affected employees at least ten (10) calendar days prior to such a schedule adjustment. Employees with regular shifts that occur between the hours of 1800 and 0500 shall be allowed to adjust

their work week to a day shift schedule (hours between 0500-1800) while assigned to Jury duty.

3. **Documentation** – In order to be eligible for Jury Duty pay, the employee must provide the Employer with (i) prompt notice of the call for jury duty service and furnish a written statement from the appropriate public official showing the date and time served or (ii) a copy of the subpoena.
4. **Non-SCORE Related Matters** – Employees are not eligible for pay for court appearances not directly related to their employment with SCORE. Pursuant to advance approval of a Captain, the employee may use Personal Time Off (PTO).

Section E. Military Leave

SCORE recognizes employees' rights to military leave and will follow all federal and state laws regarding the provision of military leave and rights upon return from service.

Section F. Unpaid Leave of Absence

1. **Approval Process** – Any days absent without pay will require pre-approval by SCORE. Requests for over thirty (30) days and up to six (6) months of Unpaid Leave will be made to the Executive Director for consideration. All requests are to be in writing and include:
 - a. the reason and duration of the unpaid leave request;
 - b. date leave is to begin; and
 - c. date of return to work.
2. **Impact on Accruals** – Accrued benefits (i.e., sick and personal leave) will be credited to the employee only when an employee has been in a paid status for at least one half their scheduled hours during a single pay period; otherwise, employees will not accrue additional benefit hours during an Unpaid Leave.
3. **Discontinuation of Benefits** – Subject to relevant plan terms, employees on an Unpaid Leave will continue to be provided with health, dental, and vision coverage up to the end of the month following a thirty (30) day Unpaid Leave, provided the employee previously paid the employee share of the applicable healthcare premiums. After that time, continuation of these benefits will be at the employee's sole expense, subject to applicable COBRA rules and requirements.
4. **Unapproved Leave of Absence** – Three (3) days of unapproved absence is considered job abandonment and subject to discipline, up to and including termination.

ARTICLE 11 – WAGES AND OTHER COMPENSATION

Section A. Pay Days

1. All employees shall be paid on the 10th and 25th day of each month. If the 10th or 25th day of the month falls on a holiday or weekend period, employees shall be paid on the last business day prior to that period. Any employee who is laid off or terminated shall be paid all compensation due on the next payday following the termination date.
2. All employees shall participate with direct deposit of paychecks. The Employer will adopt appropriate administrative procedures allowing for direct deposit. The Employer will, to the extent feasible, assure that funds are transmitted to the employee's bank of choice.

Section B. Wages

1. **Salary Range** –Effective January 1, 2022, the annual base salaries would be increased by six (6%) as follows:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Corrections Officer	\$67,208.54	\$70,568.99	\$74,098.34	\$77,818.00	\$81,694.50

Classification	Step 1	Step 2
Corrections Sergeant	\$94,591.74	\$99,326.45

Retroactive wage increase applies only for current employees who are on SCORE payroll as of CBA ratification.

2. Effective January 1, 2023, the current salary schedule shall be increased by five percent (5%) as follows:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Corrections Officer	\$70,568.99	\$74,097.50	\$77,803.23	\$81,708.85	\$85,779.20

Classification	Step 1	Step 2
Corrections Sergeant	\$99,321.25	\$104,292.86

3. Effective January 1, 2024, the current salary schedule shall be increased by four percent (4%) as follows:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Corrections Officer	\$73,391.76	\$77,061.50	\$80,915.33	\$84,977.15	\$89,210.37

Classification	Step 1	Step 2
Corrections Sergeant	\$103,294.05	\$108,464.51

4. A \$6,000 retention bonus shall be provided to each employee, to be paid \$3,000 on the first pay check in December 2022 and \$3,000 on the first pay check in December 2023.
- Employees must be employed at time of retention bonus payments in order to receive such payments; employees must also sign agreement that SCORE may withhold amount of first retention bonus payment from last paycheck, if employee leaves prior to 12/1/2023.
5. **Step Increases** – Corrections Officers and Sergeants will progress to the next step on their respective salary range on the anniversary of their start or promotion date in their current position. SCORE may hire employees at any step on the salary range, based on SCORE's understanding of market conditions, the applicant's relevant prior experience, and SCORE's hiring needs.
6. **Special Assignment Premium Pay** – Premium pay in the amount of five percent (5%) of the base wage will be paid to those employees assigned as a fulltime armed Transport Officer. Premium pay in the amount of two percent (2%) of the base wage will be paid to those employees assigned as a full-time Classifications Officer or Medical Officer. Premium pay in the amount of one percent (1%) of the base wage will be paid to those employees assigned as a designated backup Transport Officer.
7. **Shift Differential Pay** – Shift pay in the amount of 5.24% of the base wage will be paid to Corrections Officers and Sergeants who are assigned to work the 3/3 twelve (12) hour schedule, three workdays on and three days off work schedule.
8. **Field Training Officer (FTO) Pay**– A Field Training Officer (FTO) is defined as a non-probationary Corrections Officer who has successfully completed the SCORE eight hour FTO familiarization training course and the Criminal Justice Training Commission's 40 hour FTO certification course, unless otherwise approved by SCORE. SCORE will pay a premium of two percent (2%) of base wage to those employees who are designated as active FTOs.

Section C. Merit Pay

The purpose of Merit Pay is to reward high performing individuals for taking advantage of career development opportunities over time.

1. **Minimum Standards** – To achieve merit pay, the employee must:
 - a. Have at least three (3) years of total full-time experience at SCORE;
 - b. Achieve a minimum rating of “meets standards” in all related categories of the most recent employee performance evaluation; and
 - c. Have not received a suspension or been demoted for disciplinary reasons since the most recent employee performance evaluation.
2. **Merit Criteria** – In addition to achieving minimum standards, in order to receive Merit Pay, the employee must satisfy at least one of the following criteria:
 - a. Agree to be subject to random drug testing by SCORE each year;
 - b. Pass the basic COA Physical Ability Test each year (to be given on multiple days twice per year by SCORE in the second and fourth quarters of the calendar year, upon at least ten (10) days notice); and
 - c. At the employee’s option, pass an “open book” examination (with 100% correct) or a “closed book” examination (with 95% correct) each year based upon SCORE policies.
3. **Payment Schedule** – For each Corrections Officer or Sergeant who qualifies for Merit Pay according to the process outlined in this Article:
 - a. The Corrections Officer or Sergeant will receive a premium of one percent (1%) of base wages for successfully completing one of the Merit Criteria in Section 2 of this Article.
 - b. The Corrections Officer or Sergeant will receive a premium of three percent (3%) of base wages for successfully completing two of the Merit Criteria in Section 2 of this Article.
 - c. The Corrections Officer or Sergeant will receive a premium of five percent (5%) of base wages for successfully completing three of the Merit Criteria in Section 2 of this Article.

- d. Merit Pay eligibility shall be evaluated and awarded effective January 1 of each calendar year and last for that year. In order to receive Merit Pay, the minimum standards and Merit Criteria must be satisfied before the effective date; provided, however, an employee who meets the minimum standards during the calendar year and would otherwise be eligible for Merit Pay for the first time shall become immediately eligible for the remainder of that calendar year. For example, an employee who attains three (3) years of SCORE service on June 1, achieved "meets standards" or higher in their last performance evaluation, has not received a suspension or been demoted since the evaluation, and satisfies two (2) of the three (3) Merit Criteria by June 1 would receive three percent (3%) Merit Pay from June 1 through December 31 and then be re-evaluated effective January 1.
- e. The Merit Pay premiums in this Section 3 are based on the employee's base wages without any premiums and are not cumulative.

Section D. Deferred Compensation

SCORE shall match contributions made to its voluntary deferred compensation program of up to five percent (5%) of the employee's base salary. Effective upon ratification, employer matching contributions will increase to seven percent (7%). Merit pay shall be included as part of the employee's base salary in determining eligible compensation for the matching contributions. SCORE may establish procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change their contribution level during a calendar year.

ARTICLE 12 – HOLIDAYS

Section A. SCORE addresses holiday pay through employee PTO allotments.

Section B. Employees who are required to work on Thanksgiving day or Christmas day will be paid at twice (2X) their hourly rate for the actual number of hours worked on the holiday. Employees who are required to work on U.S. Independence Day (the Fourth of July) will be paid at one and one half times (1.5X) their hourly rate for the actual number of hours worked on the holiday.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

Progressive Discipline - All discipline issued shall be applied under principles of progressive discipline. However, the level of discipline administered to one employee may not be identical to the level of discipline administered to another under similar circumstances, given the possibility of mitigating or aggravating circumstances. The steps of progressive discipline are listed below. However, SCORE may skip or combine steps depending upon the circumstances. For purposes of applying progressive discipline, the Employer may only consider

any discipline issued within the preceding thirty six (36) months. Verbal reprimands and performance log entries shall not be considered discipline and shall not be used in promotional assessments.

1. Written reprimand
2. Suspension without pay
3. Termination

ARTICLE 14 – GRIEVANCE PROCEDURE

The Employer recognizes the importance and benefit of settling grievances promptly and fairly in the interest of better employee relations and morale. To this end, the following procedure is outlined. Every effort will be made to settle grievances at the lowest level of supervision.

Employees will be unimpeded and free from unreasonable restraint or interference and free from coercion, discrimination, or reprisal in lawfully seeking adjudication of their grievance.

Section A. Grievance Defined

1. **Grievance** – A dispute between SCORE, the Union or an employee concerning the interpretation, application or alleged violation of the terms or provisions of this Agreement. A grievance regarding a termination shall be filed at grievance Step 2 of the grievance procedures, and within twenty (20) calendar days of notification of such termination.
2. **Non-Qualifying Grievance** – Coaching, counseling or performance logs are not grievable under these procedures. However, if SCORE offers evidence of a verbal or written reprimand in support of a suspension, disciplinary demotion, or discharge, the Union may challenge the existence of just cause supporting issuance of the coaching, counseling, or performance logs in the grievance challenging the suspension, demotion, or discharge.

Section B. Procedure

The steps set forth herein shall be followed unless the Executive Director and the Union, on behalf of the grievant, agree in any particular case that the procedural steps and/or time limits should be modified. Any agreement to modify the procedural steps and/or time limits shall be in writing. In the event that no provision is made to modify any procedural steps and/or time limits, and either of the parties violates them, the grievance/issue shall be considered settled in favor of the party that is not in default at the time.

If any specified participant in the steps below is absent and thus unable to timely participate, such step(s) may be completed by the participant's designee.

1. **Step 1 — Operations Chief Level** – The employee(s) and/or Union Representative shall submit the grievance/issue in writing to the Operations Chief within ten (10) calendar days from the date that the grievant knew or reasonably should have known of the action precipitating the grievance/issue. The written notice shall set forth:

- the nature of the grievance,
- the facts on which it is based,
- the provision(s) of the Agreement allegedly violated,
- relief requested, and
- who the member contacted to try and resolve the issue.

Within ten (10) calendar days after receipt of the grievance, the Operations Chief shall schedule a meeting with the grievant, the Union representative, and the Captain/Manager for the purpose of considering the grievance. The Operations Chief shall notify the involved parties, in writing, of their decision and the reasons therefore within ten (10) calendar days after the meeting has been concluded. The Union may file disciplinary grievances at Step 2 of the grievance process and forego Step 1.

2. **Step 2 – SCORE Executive Director** – If the grievance is not settled in Step 1, the Union shall submit an appeal, in writing, to the Executive Director within ten (10) calendar days. Within ten (10) calendar days after receipt of the appeal, the Executive Director shall schedule a meeting with the grievant and their Union representative. The Executive Director shall notify the involved parties, in writing, of their decision and the reasons therefore within ten (10) calendar days after the meeting has been conducted.
3. **Step 3 – Grievance Appeal Board** - If the grievance is not settled at Step 2, the Executive Director shall convene a Grievance Appeal Board within forty-five (45) calendar days consisting of the Chair of the Administrative Board of SCORE, the Chair of the Operations Board of SCORE, and another member of the Administrative or Operations Board for the purpose of considering the appeal of the decision made by the Executive Director. Either party may submit a statement in support of, or opposition to, the grievance for consideration by the Grievance Appeal Board, or either party may request to meet with the Board in person to discuss the merits of the grievance. The Executive Director shall notify the parties to the grievance appeal, in writing, of the Grievance Review Board's decision, which shall be by majority rule, and the reasons therefore within ten (10) calendar days thereafter.
4. **Step 4 – Arbitration** – After a written decision is rendered in Step 3, if the grievance has not been settled; only the Union may refer the matter to arbitration by written notification. The matter must be referred to arbitration within forty-five (45) calendar days after Step 3 written notification is received.

A neutral arbitrator will be selected jointly by both parties. If the parties cannot agree on an arbitrator, they will request a list of seven (7) arbitrators from the Public Employment Relations Commission (PERC), or some other mutually agreed upon source of qualified arbitrators. After receipt of arbitrator names and after the flip of a coin to determine the order of striking names the parties shall alternately strike names to pick an arbitrator. After receiving an acceptable list of potential arbitrators, the arbitrator selection process will not exceed ten (10) days. Any costs shall be split equally by the parties. Both parties shall endeavor to schedule the arbitration hearing as soon as is practicable. Should the arbitrator be unable to hear the matter within sixty (60) calendar days, either party may request a new list of seven (7) arbitrators from PERC and the parties will follow the selection process in this Step 4 to select a new arbitrator.

The total cost of the proceedings shall also be borne equally by both parties. The arbitrator's award shall be final and binding on both parties; provided, however, that no authority is granted to the arbitrator to modify, amend, or delete any terms of this Agreement. When the Union appeals a grievance to arbitration, such appeal shall be made in writing and shall constitute an election of remedies and, to the extent allowed by law, a waiver of any and all rights by the appealing employee or the Union to litigate or otherwise contest the appealed matter in any court or other available forum. The parties expressly agree that the arbitrator may limit a back pay award if there is any undue delay in scheduling the arbitration hearing pursuant to the timelines and commitments expressed in this Article.

ARTICLE 15 – HEALTH & SAFETY

Section A. Safe Workplace

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees. Recognizing that danger is an inherent aspect of public safety work, employees who have a reasonable basis for believing the assignment would constitute a danger to their health and safety shall report the concern. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety. No directive shall be delayed pending such determination. All on-the-job injuries, no matter how slight, must be reported to SCORE. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness. To mitigate certain hazards in the workplace, for employees providing a prescription to Human Resources, SCORE will: (a) no more than once every other year, reimburse any uncovered portion (up to \$100.00) if the employee processes the purchase of medically necessary prescription safety glasses through insurance; (b) no more than once every other year, pay up to \$100.00 towards the purchase of medically necessary prescription safety glasses, or (c) provide adhesive prescription lenses for SCORE-issued safety glasses at no cost to the employee.

Section B. Health & Safety Plan

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall have effective safety and accident prevention plans in conformance with State (WAC 296-800) and Federal laws.

Section C. Light Duty Assignments

SCORE reserves the right to determine whether light duty assignments are available on a case by case basis and to set the job duties and duration of such assignments.

ARTICLE 16 – DRUG AND ALCOHOL TESTING

Section A. Mandatory Testing Program

The Employer considers its employees its most valuable asset. The Employer and Union share concern for the safety, health and well-being of SCORE members. This community and all SCORE employees have the absolute right to expect persons employed by the Employer will be free from the effects of drugs and alcohol. It is with this purpose in mind that the Employer has adopted a mandatory drug testing program. SCORE may test employees (i) in accordance with Article 11, (ii) following an incident or event involving property damage, injury or safety risk, or (iii) when SCORE has reasonable suspicion that an employee may be violating this policy.

Section B. Drug & Alcohol Tests Performed

1. Drug and alcohol* tests shall be performed by a HHS certified laboratory or hospital or clinic certified by the State of Washington to perform such tests. (* Initial alcohol testing may be performed by a Certified Breath Alcohol Technician or any other person approved to operate an Evidentiary Breath Testing device.)
2. Illegal Drug use Prohibited
 - a. Employees shall only use drugs that are legally prescribed to them by a licensed health care practitioner or purchased over the counter.
 - b. Illegal drugs are those whose use is prohibited under state or federal law.
3. Intoxicants –Employees shall not consume intoxicants when on duty. This includes during any break or meal period whether in or out of uniform.
 - a. Employees shall not report to work or for duty with the odor of intoxicants on their breath or under the influence of intoxicants or under the influence of any

controlled substance that may interfere with the employee's ability to perform their job.

- i. All breaks are considered on duty time.
 - ii. Any employee who reasonably believes that an employee is under the influence of intoxicants shall make a report to the on-duty or on-call shift Supervisor.
 - iii. Any employee who believes medication may affect their ability to perform any element of their job must report such concern immediately to their supervisor. The employee will not be asked or required to reveal the particulars of any medication they are taking or an underlying medical condition.
- b. The Employee Assistance Program is available to employees who want or need help in controlling their use of drugs or alcohol. SCORE encourages employees to seek treatment for drug and alcohol abuse voluntarily. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by SCORE solely for coming forward. However, SCORE shall not be prevented from disciplining an employee for misconduct related to alcohol or drug abuse that occurred prior to coming forward, or for other legitimate reasons after coming forward. Information regarding an employee's participation in the Employee Assistance Program will be maintained in confidence consistent with applicable laws.

4. Drug Testing

- a. An initial drug screen shall be performed using Immunoassay (IA) method.
- b. Any positive results on the initial drug-screening list may be confirmed, per Section 4.b below, through use of Gas Chromatography/Mass Spectrometry.
- c. The drug panel and cut off standards shall be as defined by 49 CFR part 40 which sets forth the procedures for drug testing in the Agency of Transportation (DOT).
- d. Confirmed positive drug test results shall be sent to a licensed physician selected by SCORE who, as Medical Review Officer (MRO), will review the affected employee's medical history and other relevant factors to determine if the positive test result should be excused. Test results shall be sent to the Employer's drug and alcohol testing administrator who will notify the Executive Director and employee of the test results.

5. Alcohol Testing

For the purpose of determining whether the employee is under the influence of alcohol, test results of .02 or more based upon the results of an Evidentiary Breath Testing device shall be considered positive. Alcohol test results shall be released to the employee and the Executive Director upon conclusion of the test.

6. Confirmation of Test Results

- a. Employees notified of a positive alcohol test result may request the opportunity to have a blood sample drawn for analysis at either a hospital or certified testing lab as chosen by the Employer.
- b. Employees notified of a positive initial drug test may request that the Medical Review Officer send a portion of their first sample to the hospital or HHS certified laboratory of the employee's choice for testing by Gas Chromatography/Mass Spectrometry.
- c. The cost of employee requested confirmatory tests are the responsibility of the employee. If the test results are negative, the Employer will reimburse the employee for the cost of the test.

7. Positive Test Results

Violations of this Section shall subject employees to discipline up to and including discharge. SCORE reserves the right, for any employee allowed to participate in a qualified treatment program, to require the employee to agree to a "last chance agreement" outlining conduct expectations upon return to work.

ARTICLE 17 – UNIFORMS

Section A. Uniform and Equipment Quartermaster System – A quartermaster system shall be in effect for employees who wear Agency uniforms. The Employer will issue a list of required clothing and equipment and a description of the mechanics of the quartermaster system. Required uniforms and equipment shall be provided to each employee as follows:

1. Required uniforms and equipment shall be provided without cost to the employee as set forth in Agency policy as approved and/or amended by the Executive Director. While SCORE agrees to furnish a locker room or similar area for the convenience of employees, employees are free to put on and take off their uniforms and equipment at home.
2. Upon approval of the Executive Director, when optional uniform items or equipment are approved the item may be purchased by the employee at their own expense.
3. Required uniforms and equipment shall be replaced without cost to the employee when they become unserviceable, as determined by the Executive Director or designee. This does not pertain to equipment or uniform items damaged by the intentional or negligent act of the employee or optional uniform and equipment items.

ARTICLE 18 – PENSIONS

Pensions for employees covered by the Agreement and contributions to pension funds will be governed by applicable Washington State Statutes.

ARTICLE 19 – INSURANCES

Section A. Medical/Dental/Vision Insurance

1. Medical
 - a. SCORE will provide employees the option of two medical plans: a \$250 deductible, or a High Deductible (either \$1,500 or \$3,000).
 - b. Premiums – SCORE will pay 90% of the monthly medical premium for employee and dependent coverage on the \$250 deductible plan, with the remaining 10% covered by the employee. SCORE will pay 100% of the monthly medical premium for employee and dependent coverage on the High Deductible plan. Any co-pays or other out-of-pocket expenses are the employee's sole responsibility.
 - c. Health Saving Account (HSA) – Employees who are enrolled in the High Deductible medical plan may also be eligible to participate in a HSA, depending on IRS rules.

SCORE will deposit an amount in the eligible employee's HSA account which can be used to satisfy all or most of the employee's deductible. Employees can also elect to have pre-taxed amounts of their wage earnings deposited into this same HSA account, not to exceed the IRS limits. Amounts deposited by SCORE into a qualifying employee's account will be according to the level of coverage listed below:

Level of Coverage	Amount Deposited Per Pay Period
Employee Only	\$80.16
Employee + Spouse	\$152.65
Employee + 1 Child	\$114.81
Employee + 2 Children	\$144.03
Employee + SP + 1 Child	\$187.29
Employee + SP + 2 Children	\$216.51

2. Dental/Vision – Premiums for dental and vision insurance will be paid by SCORE for eligible employees.

Section B. Life Insurance/AD&D

SCORE shall furnish to each eligible employee a Basic Life insurance policy in the amount of 1 times annual earnings, including double indemnity, up to a maximum of \$50,000. Qualifying employees can choose to purchase additional life insurance to supplement Basic Life insurance.

Section C. Long Term Disability

Employees will be enrolled in an employer-sponsored long-term disability plan with a benefit equal to 60% of pre-disability earning, reduced by deductible income (e.g., work earnings, worker's compensation, state disability, etc.), with at \$10,000 maximum and \$100 minimum month benefit limitations, payable after a waiting period of ninety (90) calendar days or exhaustion of sick leave — whichever is longer. SCORE will pay the premiums necessary to fund the benefits of the plan.

Section D. COBRA

When an employee or dependent's health care benefits ceases, the employee or dependent shall be offered medical, dental and vision benefits under the provision of Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section E. Plan Changes

Plan terms for any of the insurance benefits listed in this Article, including terms regarding eligibility, coverage and exclusions, control and are as set forth in plan documents. SCORE agrees to maintain substantially equivalent benefits based on the level of plan coverage provided by the plans specified herein. Except as expressly negotiated in this Article, SCORE shall have the exclusive right to select, administer, or change the insurance plans and their terms, so long as the benefits remain substantially equivalent. This right includes, but is not limited to, the selection of plan providers.

Section F. Teamsters Retirees Healthcare

Effective January 1, 2023 (based on December 2022 hours), and each month thereafter during the period this Agreement is in effect, SCORE agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each employee who received compensation for eighty (80) hours or more in the previous month the following:

1. Retiree's Welfare Trust.

Contribute the following for continued benefits under the "RWT-PLUS XL PLAN", and SCORE shall pay the following each month on behalf of each covered employee, one hundred twenty-five dollars (\$125.00) to be paid by SCORE and fifty dollars (\$50.00) to be paid by each covered employee through payroll deduction:

Effective January 1, 2023	\$175.00
---------------------------	----------

2. Maintenance of Plans.

The Trustees may modify benefits or eligibility of any plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the life of this Agreement, SCORE shall pay fifty percent (50%) of any such premium increases as determined by the Trustees, with covered employees paying the remaining fifty percent (50%) of any such premium increases through payroll deduction.

ARTICLE 20 – SPECIAL ASSIGNMENTS

1. **Special Assignment Definition** – A Special Assignment is defined as a full-time assignment requiring specialized training, knowledge, skill, physical ability or expertise. The existence, number, type and duties of Special Assignments are all within SCORE's discretion, provided that SCORE shall provide the Union with notice and an opportunity to bargain any additional compensation associated with Special Assignments. The only current Special Assignment positions are Transport Officer, backup Transport Officer, Classification Officer, grant-funded and Medical Officer.
2. **Special Assignment Selection Policy** – Special Assignments will be open to all eligible Corrections Officers and Sergeants who have completed their probationary period. SCORE will develop a written job description for each Special Assignment that addresses minimum qualifications and may also address desired qualifications. Special Assignments will be posted in accordance with SCORE's regular practice for posting internal openings. Interested applicants will be required to provide a letter of interest outlining qualifications and a letter of recommendation from their supervisor. SCORE will conduct an oral board among applicants it deems qualified based on past performance evaluations, personnel files, letters of interest and letters of recommendation. The oral board will include, but not be limited to, a standard series of questions developed by SCORE. Following the oral board, SCORE may ask follow-up questions and will select a successful candidate(s) in its sole discretion.
3. **Special Assignment Duration** – Corrections Officers and Sergeants selected and appointed to a Special Assignment (paid or unpaid) shall remain in that assignment for two (2) years, unless the job performance does not meet standards or the employee requests a reassignment from the assigned duties or the Special Assignment is eliminated. To facilitate continuity of services, for the purposes of this Agreement, SCORE reserves the right to extend the length of service in a special duty assignment for up to one (1) additional year. Whenever a Special Assignment period is completed, if SCORE desires to refill the Special Assignment, the selection procedure as outlined above shall be followed.

ARTICLE 21 – RETENTION OF BENEFITS

Section A. Wages, hours, benefits, and working conditions constituting mandatory subjects of bargaining in effect on the effective date of this Agreement shall be maintained unless changed by mutual agreement between the Employer and the Union.

Section B. The Employer will notify the Union of any proposed changes to wages, hours, or working conditions prior to implementation, except if the change is the result of an emergency situation, in which case the Employer will provide as much notice as is practicable. Upon notification, the Union may either consent to the change or make a demand to bargain. If a demand is made, the parties will meet in a timely fashion.

ARTICLE 22 – SAVINGS CLAUSE

Section A. If any article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter within ten (10) calendar days into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement or modification of such Article held invalid.

Section B. This Agreement and any and all amendments and modifications hereafter entered into and executed by and between the parties hereto shall be binding and inure to the benefit of the parties' respective successors and assigns and any other governmental entity succeeding to SCORE's obligations hereunder.

Section C. In case of any merger or consolidation by the Employer with another governmental agency, either party shall have the right to reopen this Agreement for negotiation of any positions affected by the merger or consolidation. This provision shall not apply should SCORE add or remove Member Cities.

ARTICLE 23 – ENTIRE AGREEMENT

Section A. The failure of the Union or SCORE to enforce any of the provisions of this Agreement or to exercise any rights granted or reserved to it by law shall not be deemed a waiver of such right or a waiver of authority to exercise any such right in some other way not in conflict with this Agreement.

Section B. The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section C. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

ARTICLE 24 – DURATION OF AGREEMENT

Section A. This Agreement shall be effective January 1, 2022 and shall remain in full force and effect through December 31, 2024, unless otherwise provided for herein, and shall remain in effect during the course of negotiations of a new Agreement.

Section B. Within six (6) months prior to the termination date of this Agreement, the Union or the Employer shall have the right to open this Agreement for the purpose of negotiating changes in the Agreement.

APPENDIX A - MANDATORY OVERTIME SYSTEM

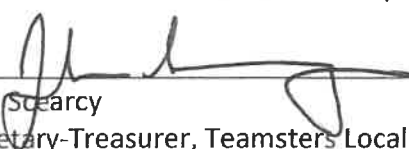
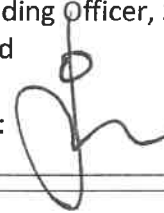
In order to fairly and effectively manage mandatory overtime, SCORE and the Union agree to the following process:


1. SCORE requires overtime in two scenarios: shift extensions and scheduled overtime. Shift extensions occur when SCORE requires an employee to extend their shift beyond its scheduled start or end time, up to a maximum of four (4) hours. Scheduled overtime includes any other vacancies.
2. When filling shift extensions or scheduled overtime, SCORE first attempts to staff the vacancies with volunteers. When no volunteers are available, or a volunteer cancels on less than ten (10) days notice, SCORE utilizes mandatory overtime.
3. The shift Lieutenants will maintain a mandatory overtime matrix for each shift. The shift matrix records the following in columns:
 - a. The employee's name
 - b. The date the employee last worked a shift extension (volunteer or mandatory)
 - c. The date the employee last worked a scheduled overtime shift (volunteer or mandatory)
 - d. The date the employee is next scheduled to work a scheduled overtime shift (volunteer or mandatory) within 10 days of the end of the employee's current work rotation
 - e. The second date (if applicable) the employee is scheduled to work a scheduled overtime shift

The "Last Worked OT" column (paragraph 3.c. above) is arranged in chronological order (from never, to most distant, to most recent) and determines an employee's position on the matrix, unless another rule in the parties' collective bargaining agreement ("CBA") applies.

4. To fill a shift extension via mandatory overtime, SCORE selects employee(s) starting at the top of the matrix; provided that, SCORE will bypass employees listed as having worked a shift extension until all employees on the shift are reflected as having worked a shift extension.

5. To fill scheduled overtime via mandatory overtime, SCORE selects employee(s) starting at the top of the matrix; provided that, SCORE will bypass (a) employees scheduled to work overtime in the next 10 days (as reflected in the matrix), and (b) employees scheduled for paid time off (PTO) or approved leave within three days of the shift SCORE needs to cover with mandatory overtime.
6. Any time an employee cancels voluntary overtime on less than ten (10) days notice for a non-emergency reason, including calling in sick, they will be added to the top of the mandatory overtime call list. Similarly, an employee scheduled to work mandatory overtime who does not appear due to a reason described in Article 10.B.2 of the CBA will be placed at the top of the mandatory overtime list.
7. SCORE instructors that are brought in to provide training on a scheduled day off, and compensated on an overtime basis, will have that time applied towards the mandatory overtime list. Similarly, employees who are mandated to attend training will have that time applied towards the mandatory overtime list.
8. Employees will be permitted to decline a mandated overtime shift once per SCORE year. Once that declined has been used, no other reason shall be permitted or taken into consideration to excuse the employee from working the mandated shift. An employee shall be moved to the bottom of the mandatory overtime list when this right is invoked.
9. The Operations Captain or designee will have the mandatory overtime matrix updated and available electronically via shared folder. This matrix shall be updated as changes occur.
10. Notwithstanding the foregoing, employees who have worked two hundred percent (200%) or more of the September – August average of the overtime worked by all Corrections Officers and Sergeants are exempt from the mandatory overtime process unless another rule in the CBA applies.

SIGNATURE BLOCKS	
TEAMSTERS LOCAL UNION NO. 117/IBT:	FOR SOUTH CORRECTIONAL ENTITY (SCORE):
 John Searcy Secretary-Treasurer, Teamsters Local 117	 Armondo Pavone Presiding Officer, SCORE Administrative Board
Date: 10.12.22	Date: 0929 2022

 Devon Schrum Executive Director, SCORE
Date: 10.04.22

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

The Union recommends employees take the following steps to protect their jobs²:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a. Ask whether you are free to leave the room if you choose to do so;
 - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
 - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
 - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

If the Employer denies any or all of you the foregoing requests, the Union recommends that you comply with their demands, including answering their questions. However, you should state that you are doing so only under protest.

¹ These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

² These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

TEAMSTERS 117 MEMBER FORMS



www.teamsters117.org/member_forms

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.