

Jan 2022 – Dec 2024

Collective Bargaining Agreement

between

Teamsters Local Union No. 117
Affiliated with the International Brotherhood of Teamsters
Representing the Administrative Support Specialists
and
South Correctional Entity



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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 members 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

The Employer recognizes the Union as the exclusive representative of all regular full-time and regular part-time Support Specialist I & II or any other position as described in PERC decision of Case 132271-E-19.

ARTICLE 2 - UNION MEMBERSHIP & DUES

Section A. Dues Deduction – SCORE agrees to honor the Union’s dues deduction forms and to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed authorization submitted to SCORE, the initiation fee, and regular monthly dues. SCORE shall transmit such fees to the Union once each month on behalf of the members involved. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. If any employee does not have a paycheck coming or if his/her 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 represented member for that paycheck. Any employee who wishes to cancel Union membership and dues deduction must contact the Union. The Union will inform SCORE when cancellation of payroll deductions shall be effective, in accordance with the terms of the Union’s dues deduction form.

Section B. Team Legal Participation – SCORE agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to SCORE, the necessary fee, assessments, and regular monthly fees to provide for Team Legal. SCORE shall transmit such fees to “Team Legal” once each month on behalf of the members involved.

Section C. Indemnification and Hold Harmless – The Union agrees to indemnify and hold harmless SCORE for any action(s) taken by SCORE pursuant to this Article. 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.

Section D. Application of Agreement – The Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

Section E. 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.

ARTICLE 3 - UNION BUSINESS

Section A.

When operationally feasible, the number of on-duty paid representatives of the Union at any contract negotiating session shall be limited to two (2) members, unless waived by SCORE.

Section B. Union Officials Release from Duty for Union Business

1. **Release Time for Grievance Resolution** - A Union official 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 Union official's regularly scheduled workday and subject to prior notice to and approval by SCORE management (Executive Director or designee). 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 Union Steward 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, solicitation of membership (other than at new employee orientation sessions), and collection of dues.

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 for the purpose of investigating grievances. Such representative shall follow SCORE's security protocols and shall limit his/her activities during such investigation to matters relating to such investigation.

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.

Upon no less than twenty-four (24) hours' advance notice, SCORE agrees to allow reasonable access to the SCORE non-custody side of the facility for business representatives investigating a grievance or other topics related to the administration of this Agreement. Such access shall be permitted at a time and in a manner as not to interfere with the functions of SCORE.

Consistent with State law, SCORE shall permit a business representative to have thirty (30) minutes at each new employee orientation to introduce the Union and this Agreement.

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 SCORE. This bulletin board shall be used, maintained, and controlled by the Union. It is understood and agreed that no material shall be posted which is obscene, defamatory, or which would impair or interfere with SCORE operations.

Section G. – SCORE Operations

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.

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 members shall be entitled to the protection of what shall hereinafter be termed the "Employees Bill of Rights".
2. 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 twenty-four (24) hours prior to the internal investigations interview that he/she is suspected of:
 - a. committing a criminal offense;
 - b. misconduct that would be grounds for termination, suspension, or other disciplinary actions; or,
 - c. that he/she may not be qualified for continued employment with SCORE.
3. 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.

4. The employee under investigation must, at the time of an Interview, be informed of the name of the employee in charge of the investigation and the name of the person who will be conducting the interview.
5. 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.
6. The employee or Employer may request that an internal investigation interview be recorded.
7. 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 he/she shall request for personal necessities, meals, phone calls and rest periods.
8. 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 be issued pursuant to investigations that are not commenced and completed within the time frames outlined in this paragraph, inclusive of any extensions.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she 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.
10. To balance the interest of the Employer in obtaining a psychological evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted, psychological evaluations required by SCORE will be conducted when the Employer has reasonable suspicion as to whether an employee is still capable of performing his or her job. To protect the employee's right to privacy, the Medical Release Form agreed upon by the Employer and the Union (attached as Appendix A) shall be signed by the employee prior to the evaluation. The examining professional shall issue a written report to the Employer, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results and provided further that such report shall indicate only whether the employee is fit or unfit for duty and, in the event an employee is unfit, the expected prognosis and recovery period as well as any accommodations which could be made to allow an employee to return to duty, provided that SCORE need not accept any recommended accommodation unless otherwise required by law. If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee, to the extent such information is within the Employer's possession.

11. The employee under internal investigation shall be provided an exact copy of any written statement he/she has signed. The employee will be furnished a copy of the completed investigation seventy-two (72) hours prior to any pre-disciplinary Loudermill hearings. 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 his/her failure to submit to a polygraph test, or to answer questions for which he/she 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 be completed in a timely manner with a general goal of completion within forty-five (45) days.

ARTICLE 6 - EMPLOYMENT PRACTICES

Section A. Probation Status

Probationary periods for employees newly hired by SCORE in these positions or promoted employees shall have a one (1) year probationary period. However, probationary periods may be extended upon SCORE's notice to 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, SCORE may rescind the promotion at any time and return the employee to the previous position if one is available, and its decision may not be challenged through the grievance process outlined in this Agreement. Employees will generally be evaluated in intervals during a probationary period.

Section B. Seniority

Seniority of employees is based on the employee's SCORE hire date.

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 his/her original personnel file in its entirety upon request. At the written request of the employee, or as otherwise required by law, such papers may also be made available to the Union. SCORE will endeavor to provide at least seventy-two (72) hours' notice to the employee should SCORE be required to release the personnel file.
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 his/her 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.

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 in each job classification. The Support Specialist I and Support Specialist II are separate

job classifications. Notwithstanding the foregoing, temporary employees and probationary employees shall be laid off first in the event layoffs are necessary.

2. An employee may be recalled and reinstated to a classification from which they are laid off or has previously worked for up to six (6) months from the date of layoff.

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 identify, veteran status, HIV status, or physical, mental, or sensory handicaps 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.

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 his/her 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.

Section B. Absence without Leave

Regular attendance is essential to meet SCORE's mission and is expected of every employee. 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

ARTICLE 9 - HOURS OF WORK, OVERTIME, & TRAINING

Section A. Hours of Work

The Employer reserves the right to assign, direct and establish reasonable work schedules, within a Monday – Friday schedule with hours that reflect and adequately support their assigned duties as determined by management. The regular workweek shall consist of forty (40) hours. With management's approval, employees may adjust schedules that provide for daily adjustable work hours within the 40-hour workweek.

Section B. Meal/Rest Breaks

1. SCORE will provide paid rest and meal periods as provided by applicable Federal and State law. Meal breaks are employer paid and allowed when working more than five hours in a given workday. Employees will be allowed a 10-minute rest break for each 4 hours of work.
2. 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 C. Overtime

1. Management reserves the right 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 40 hours in any given work week. Workweeks start on Sunday at 12:00am and end on Saturday 11:59pm.
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 will be paid for actual hours worked over the 40 hours in a workweek threshold.
6. Overtime Scheduling - Management reserves the right to determine and assign overtime as needed. Overtime will be offered by seniority when possible.

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.
2. If a training day is scheduled for or becomes eight (8) hours and occurs on the employee's workday, the hours of training shall constitute an entire workday, or actual hours worked. 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.

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	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 four hundred thirty-two (432) hours. Any 2022 PTO hours forfeited prior to ratification will be replenished in their regular PTO leave bank. "Years of Service", also considered "Service Date", will be based on SCORE's hire date as a regular full-time or regular part-time employee.

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 employee's immediate manager. PTO shall be taken at times mutually agreeable to the employee and SCORE. Requests will be reviewed based on operational needs, which include, but are not limited to, staffing impacts caused by employees on other leaves (such as sick leave, LTD, military, and FMLA). In the event of conflicts between employees in requests for leave, the first employee requesting shall prevail.
 - b. For purposes of scheduling vacations employees are to submit their Leave Slip to their manager for consideration. Employees may request up to the amount of annual PTO that they have accumulated in the leave balance
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 work an eight (8) hour schedule shall use eight (8) hours of PTO for each day off. 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 an annual basis, provided that the employee has accrued at least 252 hours at the time of the request to cash out. Eligible employees may exercise their option during one of two 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 his or her intent to resign or retire, the employee cannot use more than forty (40) hours of PTO, between the provision of such notice and his or her last date of employment at SCORE.

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 1-hour 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 paycheck, 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 nine hundred (900) 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** - 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 his or her 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 longer than three consecutive (3) days, 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 Support Specialist I or Support Specialist II 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 his or her 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 his or her 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, he or she 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.
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. Upon request, the employee shall submit to SCORE all Jury Duty and witness fees, other than mileage reimbursement.

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.
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 and the amount of jury pay received, 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

Salary Range – Effective January 1, 2022, the annual base salaries shall increase by five percent (5%) above the 2021 rates and are as follows:

2022	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Support Specialist II	\$57,184.82	\$60,040.86	\$63,046.67	\$66,189.55	\$69,501.95
Support Specialist I	\$53,526.72	\$56,206.80	\$59,017.09	\$61,983.79	\$65,082.99

Salary Range – Effective January 1, 2023, the annual base salaries shall increase by five percent (5%) above the 2022 rates and are as follows:

2023	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Support Specialist II	\$60,043.98	\$63,042.93	\$66,198.91	\$69,499.04	\$72,977.01
Support Specialist I	\$56,203.06	\$59,017.09	\$61,967.98	\$65,082.99	\$68,337.15

Salary Range – Effective January 1, 2024, the annual base salaries shall increase by four percent (4%) above the 2023 rates and are as follows:

2024	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Support Specialist II	\$62,445.76	\$65,564.72	\$68,846.96	\$72,278.96	\$75,896.08
Support Specialist I	\$58,451.12	\$61,377.68	\$64,446.72	\$67,686.32	\$71,070.69

Section C. Deferred Compensation

Effective upon ratification, employer matching contributions will increase to seven percent 7%. SCORE may establish procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change his/her contribution level during a calendar year.

ARTICLE 12 – HOLIDAYS

SCORE addresses holiday pay through employee PTO allotments.

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.

- (a) Written reprimand
- (b) Suspension without pay
- (c) 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 within twenty (20) calendar days of notification of such termination.

2. **Non-Qualifying Grievance** – Verbal or Written Reprimands 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 verbal or written reprimand 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.

Step 1 – Executive Director Level: The employee(s) and/or Union Representative shall submit the grievance/issue in writing to the Executive Director 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, and
- relief requested.

Within ten (10) calendar days after receipt of the grievance, the Executive Director shall schedule a meeting with the grievant, and the Union representative for the purpose of considering the grievance. The Executive Director shall notify the involved parties, in writing, of his/her decision and the reasons therefore within ten (10) calendar days after the meeting has been concluded.

Step 2 – Grievance Appeal Board: 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. The Executive Director shall convene a Grievance Appeal Board within forty-five (45) calendar days consisting of at least one member of the Administrative Board of SCORE and one member of the Operations Board of SCORE 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.

Step 3 — Arbitration: After a written decision is rendered in Step 2, 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 2 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 3 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.

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 (WAC296-800) 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 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 supervisor who reasonably believes that an employee is under the influence of intoxicants shall make a report to the on-duty or on-call shift Captain.
 - 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.

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 - PENSIONS

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

ARTICLE 18 - 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
Employee Only	\$ 80.16
Employee + Spouse	\$152.65
Employee + 1Child	\$114.81
Employee + 2 Children	\$144.03
Employee + SP + 1Child	\$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, 2022 (based on December 2021 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, 2022	\$175.00
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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 19 - 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 governing body of 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 20 - 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 21 - 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 22 - 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.

**FOR SOUTH CORRECTIONAL
ENTITY (SCORE)**



ARMONDO PAVONE
Presiding Officer, SCORE
Administrative Board


12.5.22
Date

**TEAMSTERS LOCAL UNION
NO. 117/IBT**



JOHN SCEARCY
Secretary-Treasurer

10.9.22
Date



DEVON SCHRUM
Executive Director, SCORE

12.05.22

Date

