

A G R E E M E N T

By and Between

**SOUTH CORRECTIONAL ENTITY
(SCORE)**

And

Teamsters Local Union No. 117

**Affiliated With The
International Brotherhood of Teamsters**



Term of Agreement

January 1, 2023 - December 31, 2025

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.

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SOUTH CORRECTIONAL ENTITY (SCORE) JAIL
CAPTAINS AND LIEUTENANTS' AGREEMENT

ARTICLE 1 – PURPOSE OF AGREEMENT

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by the International Brotherhood of Teamsters, Local No. 117 (hereinafter referred to as the Union), and SCORE Jail (hereinafter referred to as SCORE or Employer), which may hereinafter be referred to as Parties. The purpose of this Agreement is the promotion of harmonious relations between SCORE and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

ARTICLE 2 – UNION RECOGNITION

SCORE recognizes the Union as the sole and exclusive bargaining agent for SCORE Captains and Lieutenants.

ARTICLE 3 – PAYROLL DEDUCTION

3.01 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. 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.

3.02 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.

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

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

ARTICLE 4 – BUSINESS REPRESENTATIVE ACCESS

Upon no less than twenty-four (24) hours' advance notice, SCORE agrees to allow reasonable access to SCORE facilities for business representatives who have been properly authorized by the Union. 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. To the extent that the Union wishes to meet with bargaining unit employees during work hours on internal Union business or topics unrelated to the administration of this Agreement, such time shall be unpaid.

ARTICLE 5 – 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 SCORE operations.

ARTICLE 6 – RELEASE TIME FOR UNION BUSINESS

Upon no less than thirty (30) calendar days advance written notice, the Union may request that a bargaining unit employee be granted an unpaid leave of absence for up to thirty (30) calendar days for purposes of attending to Union business. No more than one bargaining unit employee will be granted such an absence at a time. Upon receipt of such written request, the Employer will confer with Union representatives regarding such request. 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.

ARTICLE 7 – PRESERVATION OF BARGAINING UNIT WORK

For the purposes of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other facility, vendor, person or non-unit employee or entity unless agreed to by the Union. Notwithstanding the foregoing, bargaining unit work may be performed by non-Unit SCORE employees: (1) if of a *de minimis* nature; (2) serving in an interim or "acting" capacity; (3) in emergencies and when unit staff are not available; or (4) if delegated by unit employees.

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

SCORE and the Union shall not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status as guaranteed by local, state and federal laws.

ARTICLE 9 – MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Employer to operate and manage SCORE and 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 by this Agreement.

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

- a. to recruit, assign, schedule, transfer, hire, promote and train employees to the positions within SCORE;
- b. to suspend, demote, discharge or take any other disciplinary action, for cause, against employees;
- c. to establish work and performance standards;
- d. to make and enforce reasonable policies, rules, and regulations, so long as the Union received notice of, and is provided an opportunity to bargain, any changes affecting mandatory subjects of bargaining;
- e. to assign, direct and reduce the work force;
- f. 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;
- g. to determine methods, means, work schedules, work periods and personnel necessary for SCORE's operations;
- h. to control SCORE's budget, organization, number of employees, and internal security practices;
- i. in cases of emergencies, to establish reasonable 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;

- j. to determine job classifications, including modifications to job descriptions and specifications and essential job functions; to assign positions and to determine the method, materials and tools to accomplish the work;
- k. the right to establish and authorize limited light duty assignments and the conditions thereof;
- l. 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;
- m. to control all Employer property and equipment;
- n. to require the assignment of additional duties; and
- o. to perform all other functions not limited by this Agreement.

ARTICLE 10 – PROBATION

The probationary period for any employee appointed to the rank of Captain or Lieutenant shall be for the twelve (12) calendar months following such appointment. The probationary period may be extended at the discretion of the Executive Director (i) if the probationary employee has been absent due to bona fide illness or other legitimate reason or (ii) by mutual agreement with the Union, to provide the probationary employee with additional time to demonstrate that he or she can satisfactorily fulfill the responsibilities of the position; provided that, any extension of the probationary period due to reason (ii) shall be limited to no longer than an additional six (6) months. If any employee fails, in the judgment of management, to satisfactorily fulfill the responsibilities of the position during the probationary period, such employee may be:

- a. Demoted to a lower classification, subject to any applicable procedures in this Agreement or any other collective bargaining agreement covering the lower classification;
- b. Discharged; or
- c. Transferred to an unrepresented position.

The Executive Director's decision to demote, discharge or transfer a probationary employee during or upon completion of the probationary period shall not be subject to challenge via the grievance procedure of this Agreement.

ARTICLE 11 – DISCIPLINE

11.01 The Parties agree that discipline is a command function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion or written reprimands shall be subject to the grievance procedure, however written reprimands may not be pursued to arbitration.

ARTICLE 12 – REDUCTION IN FORCE & RECALL

12.01 Selection Criteria for Lay Off. SCORE may lay off Captains and Lieutenants under this Agreement, when SCORE implements a reduction in force. The decision on whether to lay off bargaining unit employees due to a reduction in force shall be in SCORE's discretion. Selection for layoff shall be made on the basis of Seniority as defined in Article 13. The parties agree to bargain the impacts of any lay off.

12.02 Recall. For up to twelve (12) months following lay off under this Article 12, employees who are laid off, shall receive first consideration for recall or promotion to subsequent vacancies in their former position. Order of recall shall be by seniority.

12.03 Notice. In the event of a reduction in force, written notice shall be provided to each employee scheduled for layoff or reduction in rank at least fourteen (14) calendar days prior to such action.

12.04 Limitation on Reduction in Force Application. The provisions of this Article shall be applied in good faith to bona fide situations where a reduction in force is required. Examples of bona fide situations include but are not limited to funding, unexpected operational charges, etc. This Article shall not be applied to provide an easy solution for dealing with employees who are unsatisfactory performers.

ARTICLE 13 – SENIORITY

13.01 Seniority Applicability. Seniority applications under this Agreement shall be limited to the following:

- a. The provisions of Article 12, Reduction in Force, Recall & Seniority.
- b. Preference for scheduling of vacations and holidays.
- c. Assignment bidding.

Establishment of seniority in connection with reduction in force and restoration of rank as provided in Article 10, shall be based on the date of rank as a permanent Captain or Lieutenant.

Establishment of seniority for vacation and holiday scheduling preference shall be based on the permanent date of promotion to the rank of Captain or Lieutenant. Any time spent as a temporary or Acting Captain or Lieutenant shall not be considered for purposes of establishing seniority within rank. When more than one (1) employee is promoted to Captain or Lieutenant

on the same date, the person with the most seniority from the previous rank will be used as the tiebreak.

13.02 Seniority Bidding and Assignment. Assignment bids, days off, and vacation scheduling shall be controlled by classification seniority with the senior person having preference.

In addition to the annual assignment bid process, SCORE will endeavor to make all assignment changes no more than two (2) times per year.

ARTICLE 14 – JURY DUTY & HEARING APPEARANCES

14.01 Jury Duty –Compensation. When an employee is called for and serves on jury duty, that employee shall, during such service period, receive full regular compensation from SCORE (excluding travel, meals, or other expenses), less any compensation received from the Court for such service, for up to two (2) calendar weeks. SCORE compensation for service on jury duty only applies to absence from regularly scheduled work hours. Employees shall forward their jury duty compensation paid by the court to SCORE's payroll section upon return from jury duty and receipt of the compensation paid by the court. Hours compensated for jury duty service will be paid at the straight time rate.

14.02 Jury Duty - Hours of Work. For the period of jury duty service, the Captain or Lieutenant shall be assigned to a Monday through Friday workweek on day shift schedule. Captains and Lieutenants that are released prior to the end of his/her scheduled hours on any day shall call in to work and return if required. Upon final release from jury duty, the Captain or Lieutenant will return to his or her regular schedule in such a way as to permit an uninterrupted continuation of compensation, and the maximum amount of work availability for SCORE; provided, that no Captain or Lieutenant regularly scheduled to work night shift shall be required to work on the night shift immediately following the conclusion of jury duty.

14.03 Court/Administrative Hearing Appearances on behalf of SCORE

- A. Subpoenas Required. This Section shall only apply to a Captain or Lieutenant's appearance to court and/or other administrative hearings in connection with their employment with SCORE, subject to the Captain or Lieutenant's submission of a valid subpoena, issued by the court or administrative agency, provided to SCORE.
- B. Grievances and Arbitrations Excluded. This Section shall not be construed to include either grievances or arbitrations as defined in Article 28 of this Agreement.
- C. Appearances during Vacation. When an in-person appearance commences on an employee's scheduled vacation day, the employee shall be placed on regular, straight-time pay status and compensated for a full workday, regardless of the time spent on the appearance, if the Captain or Lieutenant is in the local area. In addition, the employee shall have the vacation day restored which was lost due to the appearance.

ARTICLE 15 – BEREAVEMENT LEAVE

15.01 Eligibility; Hours. Employees who have been employed for thirty (30) or more days of uninterrupted service, and who have suffered the loss by death of a member of their immediate family, as defined in this Article, shall be eligible to receive up to three (3) daily shifts of leave per bereavement. 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.

15.02 Immediate Family Defined. For purposes of Bereavement Leave, “immediate family” consists of spouse, registered domestic partner, son, daughter, stepchildren, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-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.

15.03 Use of Sick Leave. Following use of Bereavement Leave, in case of death of an employee’s spouse, domestic partner, or child, an employee may take up to two (2) weeks additional time off utilizing their sick leave.

ARTICLE 16 – HOURS OF WORK

16.01 Daily Schedule and Days Off for Captains

Work assignments and work schedules for Captains will be as follows:

Operations Captain
Administrative Captain

The schedule for both Captains shall be a Monday through Friday schedule, generally working a four (4) ten (10) hour shifts either Monday through Thursday or Tuesday through Friday. The Captains’ schedule is flexible and may be adjusted as operationally necessary. Captains will be responsible for audits and inspections, investigations, inventory and other duties as outlined in the job description.

The Operations Captain shall be assigned administrative oversight of Jail Operations, to include policy, procedures, courts, fleet management and operating supplies. The Administrative Captain will be assigned administrative oversight of Classifications, quartermaster, PREA, training, inmate grievances, evidence, inmate Property Room, security optimization, policies and procedures (as they pertain to safety, security and emergency response), and accreditation. SCORE agrees to bargain the impacts of significant changes in workloads or the addition of new duties prior to implementation.

When a Captain is not available (on vacation, sick, off-site training, etc.), the Operations Chief and/or the Executive Director will be available as needed.

The process for the selection of Captain assignments (as outlined above) will be based on seniority within the Captain classification, and will be bid annually. Captains will report to the Operations Chief and remain FLSA exempt.

16.02 Daily Schedule and Days off for Lieutenants

The Operations Lieutenants will be responsible for all facility operations during either the day shift or night shift for their assigned work rotation (A Side or B Side, respectively), and other duties as listed in the job description. When the Operations Lieutenant is not available (on vacation, sick, off-site training, etc.), the other shift Operations Lieutenant will cover his or her responsibilities as needed. The Programs Lieutenant will have administrative oversight of inmate programs and other duties as listed in the job description. The Programs Lieutenant's work schedule will generally be five (5) eight (8) hour shifts Monday through Friday between the hours of 0630 to 1430. SCORE agrees to bargain the impacts of significant changes in workloads or the addition of new duties prior to implementation.

The process for the selection of Lieutenant Assignments (as outlined above) will be based on seniority within the Lieutenant classification and will be bid annually. Operations Lieutenants will report to the Operations Captain, and the Programs Lieutenant will report to the Administrative Captain and remain FLSA exempt.

16.03 Temporary Modifications to Schedule. Management may require, or Captains/Lieutenants may request, temporary modifications to their normally scheduled work week or normal hours of work for the purposes of maintaining necessary and desirable familiarity with all SCORE personnel and their duties and responsibilities.

ARTICLE 17 – VACATION/PTO

Annual vacation, or Personal Time Off (PTO), with pay shall be granted to all employees on the following basis:

17.01 Scheduling of Vacation Leave. Seniority shall be considered in accordance with departmental procedures when scheduling PTO, subject to the limitation that no more than one (1) Captain or Lieutenant per assignment may be off at any time on bid or non-bid PTO; however, management may authorize variances to this limitation on a case-by-case basis.

17.02 Avoiding Forfeiture: PTO Cash-Out. PTO leave accumulation shall be limited to five hundred (500) hours of accrual at any time. Each employee shall have the option to cash out up to eighty (80) hours of accrued but unused PTO on an annual basis, provided that the employee has accrued at least three hundred seventy-five (375) hours (75% of the 500-hour maximum accrual) at the time of request to cash out. Eligible employees may exercise their option to cash out up to forty (40) hours at a time on a biannual basis, during one of two window periods. 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

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following the request (May or December), subject to regular deductions and withholdings. SCORE will deduct from PTO banks at the time of payment.

Employees shall be responsible for scheduling and taking annual leave in order to avoid any forfeiture of PTO leave.

This Section may be subject to modification to meet legal requirements in the event of further changes in State Law.

17.03 PTO Rates of Accrual. 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 will be computed based on the employee's total length of qualified service for SCORE; provided that for employees in the bargaining unit at the time of execution of this Agreement, SCORE shall use the employee's total length of qualified service in the Corrections or other Law Enforcement field.

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.

17.04 Payment for PTO Leave at Termination. Upon termination of employment, regular permanent employees shall receive a lump sum payment in lieu of one-hundred percent (100%) of accrued, unused vacation leave, based on limitations stated above and as further limited by this Section. Pay for unused vacation leave shall be computed through the last day of employment. Upon the death of an employee in active military service, pay will be allowed for any accrued, unused PTO earned to their designated beneficiary. This Section may be subject to modification to meet legal requirements in the event of further changes in State Law.

17.05 Scheduled to Work During PTO Leave. Employees who are called-in to work while on their scheduled PTO leave shall be placed on regular, straight-time pay status and compensated for a full day's pay, regardless of the time spent working. In addition, they shall have the PTO leave day restored for the entire day, which was lost due to being called into work. SCORE may require an employee called back to work under this provision to work his or her full shift once called in.

17.06 Use For Family Emergency. In the event of a bona fide family emergency at the Executive Director's discretion, the Executive Director or his/her designee can permit an employee to take time off with PTO leave applied as compensation.

ARTICLE 18 – COMPENSATION FOR TRAVEL TIME

18.01 Procedure. The Parties recognize the federal and state audit requirements, and hereby agree to comply with SCORE's accounting and procurement policies relating to, among other things, reimbursement of work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations, and use of a SCORE credit card.

18.02 Mileage for Private Vehicle Travel. When travel by an employee's private vehicle is required and authorized by the Executive Director or his/her designee, such travel shall be reimbursed in accordance with the mileage reimbursement schedule as approved by the King County Mileage Rate. However, at no time shall the amount be less than the IRS-approved mileage rate. Requests for mileage shall be submitted according to SCORE policy.

ARTICLE 19 – UNIFORM AND EQUIPMENT

19.01 Uniforms and Equipment Provided. SCORE shall provide uniforms and equipment in accordance with requirements as established by the Executive Director.

19.02 Damage Reimbursement. Limited to three hundred dollars (\$300.00) per year, reasonable reimbursement shall be provided for repair or replacement of eyeglasses, watches, or hearing aids which may be broken, damaged or lost as a result of work-related activities, where no employee negligence is involved. This benefit applies only in situations where the benefits are not covered under Teamsters Health and Welfare Plans or other benefits.

ARTICLE 20 – BENEFITS

SCORE agrees to provide the following benefits:

- (a) PSERS participation.
- (b) Unemployment compensation benefits under the Washington State Employment Security Act.
- (c) On-site locker room, gym and lunchroom facilities.
- (d) Washington State Workers' Compensation.
- (e) Educational assistance for employees. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Executive Director, SCORE shall provide reimbursement limited to job related educational curricula, to be determined at SCORE's sole discretion, on the following basis:
 - (1) For employees engaged in continuing education at accredited institutions to obtain a Bachelor of Science degree in criminal justice or closely-aligned field or equivalent degree, fifty percent (50%) of tuition costs up to

a maximum of three thousand dollars (\$3,000.00) per individual per year following one (1) year of continuous employment. Payment will be made upon evidence of satisfactory completion (defined as achieving a C-grade or better) and will cover tuition fees only. Reimbursement may be applied for following each semester. However, if the employee voluntarily resigns (for other than medical reasons), retires, or is terminated for cause in less than two (2) years after completion of the continuing education classes, the employee shall reimburse SCORE in full

- (2) For courses or seminars initiated for an individual employee at the direction of the Executive Director, reimbursement shall be provided for the entire costs of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.
- (3) Employees who seek educational assistance shall be required to sign an Educational Assistance for Employee Agreement, provided by SCORE.

- (f) Eighty (80) hours of Management Leave.

Management leave may be used for any reason and must be used in full-day increments. Management leave must be used in the calendar year for which it is granted and shall not be carried into the next calendar year or cashed out.

- (g) Deferred Compensation.

SCORE shall match contributions made to its voluntary deferred compensation program of up to seven percent (7%) of the employee's base salary. This employer contribution is fully vested after five (5) years of employment with SCORE. 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 21 – LEAVE WITHOUT PAY

21.01 Eligibility; Procedure. After one (1) years' service, an employee, after first exhausting all unused, accrued PTO, shall be eligible for a leave of absence without pay not to exceed four (4) weeks. Requests for such leaves shall be submitted in writing to the Executive Director for approval thirty (30) days in advance of the leave time period and shall be granted in the Executive Director's sole discretion. In emergency situations, the notification may be waived at the sole discretion of the Executive Director. The Executive Director shall have the sole discretion to appoint personnel to replace an employee on an unpaid leave of absence.

21.02 Considerations. Leave approval considerations shall include:

- (a) The purpose and length of requested leave;
- (b) The employee's length of service;

- (d) Employee past performance and attendance; and
- (e) In establishing the priority for such leaves, mutual benefit to SCORE shall also be a consideration.

21.03 Extensions. In the event of special conditions, such as family emergencies, leaves of absence may be extended beyond four (4) weeks with the approval of SCORE's Executive Director. An employee shall suffer no loss of seniority for time spent on approved leave of absence of four (4) weeks or less.

21.04 Not For Alternate Employment. Under normal conditions, leaves of absence shall not be granted for the purpose of seeking or engaging in other employment. Any exception to this provision shall be at the sole discretion of the Executive Director.

21.05 Impact on Accruals. Accrued benefits (e.g., sick leave and PTO) will be credited to the employee only when an employee has been in a paid status for at least one half of their scheduled hours during a single pay period; otherwise, employees will not accrue benefit hours during an unpaid leave of absence.

21.06 FMLA/FCA/PFML/WSSL. Employees shall be eligible for family leave pursuant to the Family and Medical Leave Act (FMLA), Washington Paid Family and Medical Leave Act (PFML), Washington Family Care Act (FCA), Washington Safe and Sick Leave Act (WSSL) and SCORE policies relating to the FMLA, PFML, FCA and WSSL.

ARTICLE 22 – SICK LEAVE

22.01 Rate of Accrual. New, regular, permanent, full-time employees shall be granted twenty-four (24) hours of paid sick leave. Upon completion of the third (3rd) month of employment, employees will be granted an additional twenty-four (24) hours of paid sick leave. Upon completion of the sixth (6th) month of employment, employees shall accrue sick leave on an hourly basis equivalent to a rate of up to four (4) hours per pay period. Regular, permanent part-time employees shall accrue prorated sick leave based on time worked on less than full-time schedules based on Washington State guidelines.

22.02 Use of Sick Leave. Sick leave will be used only in instances of (1) the employee's or his or her qualified Family Member's injury, illness, health condition or medical appointment, (2) qualifying health-related closures of workplaces or schools mandated by the government, or (3) reasons enumerated under the domestic violence leave act, chapter 49.76 RCW. The Executive Director may request a physician's statement to justify use of sick leave of more than three consecutive days and/or to determine that an employee's return from absence due to illness or injury is sanctioned by the attending physician, to the extent provided by law. Family medical and care leave will be administered in accordance with current Federal and State laws, and applicable SCORE policies.

22.03 No Combined Effect. In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.

22.04 Annual Carry Over of Sick Leave. An employee may carry over a maximum of nine hundred (900) hours of accrued, unused sick leave from December 31 of the current calendar year to January 1 of the following calendar year. 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 hourly base rate of pay. Under no circumstances will SCORE cash out accrued, unused sick leave for terminated employees.

22.05 Shared Leave. The Parties agree to adopt a Shared Leave Program under the terms and conditions set forth in applicable SCORE policies covering shared leave of salaried employees.

- (a) Purpose: The Shared Leave Program enables employees to donate accrued PTO leave to fellow employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. Implementation of the program for any individual employee is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the shared leave program shall be reasonable.
- (b) Participation: Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating leave for purposes of this program.

ARTICLE 23 – LIFE INSURANCE & LONG TERM DISABILITY

23.01 Life Insurance - SCORE agrees to provide life insurance in an amount which insures each eligible employee shall be covered for an amount of life insurance equal to forty percent (40%) of his/her total annualized pay rate, based upon the employee's classification.

23.02 The Employer shall provide long term disability insurance to covered employees at no cost to the employee.

ARTICLE 24 – TEAMSTERS HEALTH AND WELFARE PROGRAMS

24.01 SCORE agrees to provide and maintain the health and welfare benefits listed in Sections 24.02 and 24.03 for all active employees working under the jurisdiction of said Union for not less than eighty (80) hours employment in the previous month which includes all compensable time. In the event of a duty-disability covered under Article 23, the hours requirement shall not apply.

24.02 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:

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- a. Health & Welfare - Contribute the sum of \$1,597.00 per month for benefits under the "PLAN A" (price includes an addition of \$11.40 for the additional 9 month waiver, from the base price of the plan and \$18.00 for domestic partner coverage).
- b. Dental - Contribute the sum of \$122.70 per month for benefits under the "PLAN A" (price includes an addition of \$2.20 for domestic partner coverage).
- c. Vision – Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an addition of \$0.20 for domestic partner coverage).

24.03 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

24.04 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 25 – PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS

25.01 No Right to Strike. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform assigned duties to the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of SCORE.

25.02 No Lockouts. SCORE agrees that there shall be no lockouts.

ARTICLE 26 – SAVINGS CLAUSE

If any Article of this Agreement or any Appendix 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 or Appendix should be restrained by such tribunal, the remainder of this Agreement and Appendices shall not be affected thereby, and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 27 – GRIEVANCE PROCEDURE

27.01 Grievance Defined. Any dispute regarding the interpretation or application of this Agreement shall be regarded as a grievance and shall be subject to the terms of this grievance procedure.

27.02 Time Limits. All grievances shall be presented within twenty (20) days of the occurrence or the date the employee actually knew or reasonably should have known of the occurrence, whichever is later. This time limit and the other time limits set forth in this Article may be extended by mutual agreement of the Employer and the Union. All references to time in this Article shall be to calendar days.

27.03 Informal Resolution. The Parties acknowledge that every effort should be made by the employee(s) and the supervisor(s) to resolve issues prior to initiating grievance procedures.

27.04 Grievance Procedure.

STEP 1

The affected employee shall present the grievance in writing to the Operations Chief. If the Operations Chief or his/her designee and the grievant are unable to arrive at a satisfactory settlement, the Operations Chief (or designee) will issue a written response to the employee, with a copy to the Union's Business Representative. The response shall be issued no later than ten (10) days after the date the grievance was initially filed. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the Operations Chief's response, or the date the response was due.

STEP 2

Initiation of Step 2. The Union's Business Representative shall present the grievance in writing to the Executive Director or the Executive Director's designee. The written grievance shall contain a statement of the relevant facts, the section(s) of the Agreement allegedly violated, and the remedy that is sought.

Class Grievances. With respect to issues affecting more than one (1) Captain or Lieutenant, the Union may elect to file a grievance at Step 2 without the need for the individual Captain or Lieutenant to file the grievance at Step 1. The twenty (20) day time limit referenced in Section 27.02, as well as the other requirements of this Article, shall be applicable to such filing.

Step 2 Meeting. Within fourteen (14) days after the initiation of Step 2, the Union's Business Representative and the Executive Director shall meet to discuss possible resolution of the grievance. If the Parties are unable to arrive at a satisfactory settlement, the Executive Director will issue a written response to the Union's Business Representative within ten (10) days of the meeting. The Union may refer the grievance to Step 3 within ten (10) days of receipt of the response or the date the response was due. If the parties mutually agree to waive the Step 3 Board of Adjustment process, the Union may refer the grievance to Step 4 within ten (10) days of receipt of the Step 2 response or the date the response was due.

STEP 3

Initiation of Step 3. The Union shall notify the Executive Director and SCORE's Labor Relations Representative or SCORE shall notify the Union, in writing, of its desire to move the matter to a Board of Adjustment.

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be heard no later than twenty (20) days after the initiation of Step 3. The purpose of the hearing is to evaluate all known facts relating to the grievance in order to determine an appropriate resolution. SCORE's Labor Relations Representative, the Executive Director, and two (2) Union Representatives shall be present, and both sides shall have an opportunity to present all information that they have relating to the grievance. If the Parties are unable to arrive at a settlement, or if the Board of Adjustment hearing is not held within twenty (20) days after initiation of Step 3, the Union may refer the matter to Step 4 within ten (10) days following the hearing. The Parties may mutually agree to waive the Step 3 process.

STEP 4 – ARBITRATION

Initiation of Step 4. The Union or SCORE initiates Step 4 by filing a written request with the other party, specifying the issue(s) to be arbitrated.

Selecting an Arbitrator. SCORE and the Union mutually agree that either Party to this Agreement may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) persons who are qualified and available to serve as arbitrators for the dispute involved. Within ten (10) days of receipt of the FMCS list, the Parties will jointly select an arbitrator from the list by alternately striking one (1) arbitrator on the list until the final remaining arbitrator is selected as the arbitrator for the particular hearing. The Parties shall determine first initiative through a coin flip.

The Hearing. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted to him/her for arbitration, and shall not have the authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Union, and SCORE. The fees and expenses of the arbitrator shall be equally split between the Parties; otherwise, each Party shall pay its own fees, expenses, and costs, including attorney fees, witness compensation, and transcript requests.

ARTICLE 28 – LABOR MANAGEMENT COMMITTEE

28.01 Members. There shall be a Labor Management Committee consisting of the Union business representative, one covered employee named by the Union and two SCORE representatives named by the Executive Director. The Parties may mutually agree to bring in additional persons with expertise in the matters being discussed.

28.02 Requests; Discussion. The Labor Management Committee shall meet at the request of the Union or SCORE and shall consider and discuss matters of mutual concern pertaining to the improvement of SCORE and the safety and welfare of the employees; provided that, the Labor Management Committee shall not meet more than four (4) times in a given calendar year. These matters may include issues of development, committee membership, special team/unit assignments, testing, et cetera.

28.03 Purpose. The purpose of the Labor Management Committee is to deal with matters of general concern to members of SCORE as opposed to individual complaints of employees; provided, however, it is understood that the Labor Management Committee shall function in a communications and consultative capacity. Accordingly, the Labor Management Committee will not discuss grievances properly the subject of the grievance procedure, except to the extent that such discussion may be useful in suggesting improved SCORE policies. Either the Union representatives or SCORE representatives may initiate discussion of any subject of a general nature affecting the operations of SCORE or its employees.

ARTICLE 29 - APPENDICES

By reference herein, the Appendices listed below are hereby made part of this Agreement and do not require individual Employer-Union signature.

1. Appendix A – Pay Rates
2. Appendix B – SCORE Captains and Lieutenants Bill of Rights
3. Appendix C – Drug and Alcohol Testing

ARTICLE 30 – RE-EMPLOYMENT RIGHTS

30.01 Hiring Preference. An employee who was not on probation and was in good standing at the time of voluntary separation (excluding retirement) from SCORE will be entitled to interview with SCORE if application is made within one (1) year from the date of separation from SCORE. The Executive Director retains the sole discretion to make hiring decisions in connection with the former employee.

30.02 Eligibility. To receive hiring preference, the application is subject to the following requirements:

- (a) The application request must be for the classifications which the employee held at the time of voluntary separation; and
- (b) An opening for that classification does not have to exist at the time of request, but if no opening for the position occurs within the twelve (12) month period, then this offer is void and any pending requests will become ineligible; and

- (c) The ultimate determination of whether the employee will be rehired will be made by SCORE; and
- (d) SCORE may require any investigation it deems necessary before the application is approved for reinstatement; and
- (e) At the discretion of the Executive Director, a background investigation, polygraph examination, and medical examination may be conducted for the period of absence during the first ninety (90) days. After ninety (90) days, the background investigation, polygraph examination, and a medical will be mandatory. A drug screen test will be administered regardless of the time away from SCORE.

ARTICLE 31 – ENTIRE AGREEMENT

31.01 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.

31.02 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.

31.03 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 32 – TERM OF AGREEMENT: JANUARY 1, 2023 TO DECEMBER 31, 2025

Wage rate effective dates and differentials shall be as provided for in Appendix A.

All other conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. All provisions of this Agreement shall extend from the effective date to December 31, 2025. The Agreement may be opened to negotiate a successor Agreement by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

SOUTH CORRECTIONAL ENTITY (SCORE)
January 1, 2023 – December 31, 2025
Captains and Lieutenants

**FOR SOUTH CORRECTIONAL
ENTITY (SCORE)**



05-03-2023 Date
ARMONDO PAVONE
Presiding Officer, SCORE
Administrative Board

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



5.16.23 Date
JOHN SCEARCY
Secretary-Treasurer



Date
DEVON SCHRUM
Executive Director, SCORE

APPENDIX A – PAY RATES

CAPTAINS AND LIEUTENANTS

1. PAY SCHEDULES

- a. Effective January 1, 2023, base salaries shall increase by 7.5% for Captains, and 6% increase for Lieutenants, to the amounts shown below:

CAPTAIN - Jan 2023 (7.5% Increase)		
	Step 1	Step 2
Annual	\$148,242.02	\$155,742.50
LIEUTENANT- Jan 2023 (6% Increase)		
	Step 1	Step 2
Annual	\$126,588.38	\$132,988.34

- b. Effective July 1, 2023, base salaries will increase by four and one-half percent (4.5%) for Captains, and three percent (3%) for Lieutenants.

CAPTAIN - July 2023 (4.5% Increase)		
	Step 1	Step 2
Annual	\$154,912.99	\$162,750.85
LIEUTENANT- July 2023 (3% Increase)		
	Step 1	Step 2
Annual	\$130,386.05	\$136,977.98

- c. Effective January 1, 2024, base salaries shall increase by six percent (6%) for both Captains and Lieutenants.

CAPTAIN - Jan 2024 (6% Increase)		
	Step 1	Step 2
Annual	\$164,207.68	\$172,515.82
LIEUTENANT- Jan 2024 (6% Increase)		
	Step 1	Step 2
Annual	\$138,209.14	\$145,196.69

- d. Effective January 1, 2025, base salaries shall increase by five and one-half percent (5.5%) for both Captains and Lieutenants.

CAPTAIN - Jan 2025 (5.5% Increase)		
	Step 1	Step 2
Annual	\$173,239.04	\$182,004.16
LIEUTENANT- Jan 2025 (5.5% Increase)		
	Step 1	Step 2
Annual	\$145,810.70	\$153,182.43

SOUTH CORRECTIONAL ENTITY (SCORE)

January 1, 2023 – December 31, 2025

Captains and Lieutenants

- e. Captains and Lieutenants will progress to the next step on the salary range on the anniversary of their start date (new hire or promotion) in their current positions.
- 2. A ratification bonus in the gross amount of four thousand dollars (\$4,000.00) shall be provided to each member of the bargaining unit who is employed as of the pay period following ratification of the Agreement.
- 3. **PAYROLL**
 - A. Payroll Periods/Payroll Errors. All employees covered by this Agreement will receive semi-monthly pay. No deductions shall be made from paychecks without the written consent of the employee, except as provided by federal, state, or municipal law. SCORE agrees that if there is a payroll error resulting in an employee being owed money, SCORE will include the pay correction on the employee's next regular paycheck.
 - B. Mandatory Direct Deposit. As a condition of continued employment, all employees are required to participate in SCORE's direct deposit program for payroll purposes.

APPENDIX B – BILL OF RIGHTS

CAPTAINS AND LIEUTENANTS

All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Captains and Lieutenants' Bill of Rights". The wide ranging powers and duties given to SCORE and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by representatives designated by the Executive Director of SCORE. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

- A. The Captains and Lieutenants 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.
- B. The following procedures shall apply to all administrative (i.e., non-criminal) investigations of misconduct, which if proved could reasonably lead to a suspension without pay or termination for that Captain or Lieutenant. In such cases, the employee shall be informed in writing of the nature of the investigation and whether the employee is a witness or subject of the investigation.
- C. If an employee is a subject of the investigation, prior to an investigative interview, SCORE shall provide the employee with that information necessary to reasonably apprise the employee of the allegations of such complaint. Except in unusual situations, this information shall include the name of the complaining party.
- D. Any interview of an employee shall be at a reasonable hour.
- E. The interview (which shall not violate the employee's constitutional rights) shall take place at a SCORE facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Union before being interviewed.

A representative of the Union may be present during the interview, but may not participate in the interview except to counsel the employee.
- F. The interview shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
- G. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation. No promises or awards shall be made as an inducement to answer questions.

SOUTH CORRECTIONAL ENTITY (SCORE)
January 1, 2023 – December 31, 2025
Captains and Lieutenants

- H. SCORE will comply with any applicable state or federal restrictions that prohibit the use of a lie detector or similar tests as a condition of continued employment.
- I. An employee shall be permitted to read any material affecting his/her employment before such material is placed in the employee's personnel file, and an employee shall be allowed to rebut in writing material placed in his/her personnel file. Such written rebuttal shall also be included in the employee's personnel file.
- J. SCORE will notify a Captain or Lieutenant who is the subject of an ongoing criminal investigation prior to providing written materials to the prosecutor's office regarding the internal investigation, unless to do so would jeopardize an ongoing criminal investigation.

APPENDIX C – DRUG & ALCOHOL TESTING

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) on a random basis, (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 for purposes of this policy.
 - ii. Any supervisor who reasonably believes that an employee is under the influence of intoxicants shall make a report to SCORE's Executive Director, Director of Operations, or their designee.
 - 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 6.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.

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.