

A G R E E M E N T

Between

King County Directors Association

And

Teamsters Local Union No. 117

**Affiliated with the
International Brotherhood of Teamsters**



Term of Agreement

September 1, 2020 – August 31, 2021

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King County Directors Association

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TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, 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 or request a withdrawal.

AGREEMENT
By and Between
KING COUNTY DIRECTORS ASSOCIATION
And
TEAMSTERS LOCAL UNION No. 117
Affiliated with the
International Brotherhood of Teamsters
September 1, 2020, through August 31, 2021

AGREEMENT

THIS AGREEMENT is made and entered into by and between the KING COUNTY DIRECTORS ASSOCIATION, hereinafter referred to as the "Employer" or "KCDA", and TEAMSTERS LOCAL UNION No. 117, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union". The parties agree to be bound by the following terms and conditions as hereinafter set forth.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and fair disposition of grievances, to set forth the rates of pay, hours of work and conditions of employment and promote the efficient operation of the Employer's business.

ARTICLE 2 - RECOGNITION

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours and working conditions of employment as defined in the PERC Certification of Representative, Case No. 0-2098. Included are all warehouse employees (individuals with responsibility for such assignments as packing, tallying, order picking, shipping, receiving) regularly assigned to such warehouse work by the Employer at its warehouse located at 18639 80th Avenue South, Kent, WA; excluding all management and supervisory employees, office clerical, salesmen, guards, professional employees, purchasing agents and foremen. Also excluded are all extra, subject-to-call, non-regular, casual or temporary employees; such employees being defined as those employed for periods of not to exceed seven hundred and twenty (720) hours of employment during any calendar year.

2.02 Should an extra, subject-to-call, non-regular, casual or temporary employee be retained beyond seven hundred and twenty (720) hours of employment in any calendar year, such employee shall immediately become a member of the bargaining unit subject to the terms and conditions of this Agreement.

2.03 No extra, subject-to-call, non-regular, casual or temporary employees, as excluded in Section 2.01, shall work for the Employer unless all full-time employees working under this Agreement are offered opportunity for full-time employment.

2.04 No extra, subject-to-call, non-regular, casual or temporary employees, as excluded in Section 2.01, shall be utilized so as to displace regular full-time employees.

ARTICLE 3 - UNION SECURITY

3.01 All bargaining unit employees, as defined in Article 2, shall have the right to become members of the Union. Membership in the Union is voluntary. Employees who voluntarily join the Union shall pay to the Union dues and initiation fees required by the Union.

3.02 The Employer agrees to notify the Union in writing of the name and address of all new employees hired under this Agreement, within fifteen (15) days of their date of employment.

3.03 The Employer, upon written authorization of the employee, shall deduct from each paycheck received each month by such employee, the Union dues, initiation fees, and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one (1) month for any reason, they shall be deducted the following month. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split as specified on a payroll deduction form.

3.04 The Employer will deduct the assessments and monthly dues each paycheck in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

3.05 An employee may cancel his/her payroll deduction of dues or fees by written notice to the Union and the Employer. The Union will provide the Employer with a monthly list of all employees who have cancelled their dues deduction authorization. The cancellation will become effective on the second payroll after receipt of notice to the Employer and notice from the Union.

3.06 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article. The Union agrees to refund to the Employee any dues or fees deducted in error, and forwarded to the Union, based on the dues deduction provision.

3.07 New Employee Orientation: Within ninety (90) days of an employee's hired date, the Union will be granted not less than thirty (30) minutes of work time to provide such new employee information about the Union. Any time over thirty (30) minutes will be unpaid time by the Employer. Employee attendance at the Orientation shall not be mandatory.

ARTICLE 4 - DISCRIMINATION

4.01 The Employer and the Union agree they shall not unlawfully discriminate against any employee or applicant by reason of race, creed, national origin, sex, marital status, or age, religion, sexual orientation, disability or veteran's status, or any other legally protected class or condition specifically identified by local, state, or federal laws.

4.02 This Agreement shall be interpreted to permit the reasonable accommodation of disabled

employees as required by State or Federal law, including the Americans with Disabilities Act (ADA). Such reasonable accommodation shall in no manner cause undue hardship on the Association. The employer's interpretation and application of reasonable accommodation of a disabled employee is not subject to Article 17 - Grievance Procedure of this Agreement.

4.03 There shall be no discrimination, restraint, or coercion against any regular employee because of his/her membership or lack of membership in the Union, except as provided in Article 3.

4.04 The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it will apply to the female gender as well.

ARTICLE 5 - MANAGEMENT FUNCTIONS

5.01 Except as explicitly limited by a specific provision of this Agreement, the Employer shall continue to have the exclusive right to take any action it deems appropriate in the management of its business, including the right to subcontract work and direct the work force in accordance with its judgment. All inherent and common law management functions and prerogatives which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer.

5.02 The Employer shall have the authority to manage the business and direct the work except as expressly modified or restricted by a specific provision of this Agreement. The Employer's not exercising any function hereby reserved to it or its exercising any such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 6 - SHOP VISITATIONS

Authorized agents of the Union shall have access to the warehouse during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that the agent shall provide the Warehouse Supervisor or designee at least twelve (12) hours notice to make his/her scheduled presence known and that such visits shall not interrupt the work flow.

ARTICLE 7 - HOURS OF WORK

7.01 The normal workweek for regular full-time employees shall be five (5) consecutive days and the normal workday shall be eight (8) hours within a nine (9) hour period. All hours worked in excess of forty (40) hours per week shall be paid at the overtime rate of time and one-half (1½), except there shall be no compounding or pyramiding of overtime or other premiums. The term "normal" shall not constitute a guarantee.

7.01.01 Regular part-time employees scheduled to work a workweek of less than five (5) scheduled days shall have a normal workday of not less than eight (8) hours.

7.02 There shall be a fifteen (15) minute rest period during each consecutive four (4) hours of work for a maximum of two (2) rest periods per working day.

7.03 All hours worked on a Sunday shall be paid at double time (2x) the regular rate for the job performed; provided, however, this provision shall not apply to the graveyard shift whose normal start time is 10:00 p.m. on Sunday.

7.04 All overtime must be approved. Overtime shall be paid for overtime hours actually worked.

7.05 Paid but un-worked holidays and vacation shall be considered time worked for computation of overtime.

7.06 The regular starting times for bargaining unit employees shall be between 5:00 a.m. and 9:00 a.m. The Employer shall not change the regular starting times in the middle of the week without the mutual consent of the Union.

The regular starting time for second shift shall be between 10:00 a.m. and 4:00 p.m. The regular starting time for graveyard shift shall be between 10:00 p.m. and 2:00 a.m.

7.07 Bargaining unit employees who report to work as scheduled shall be guaranteed four (4) hours of work or four (4) hours of pay in lieu thereof. If said employees work more than five (5) hours, they shall be guaranteed eight (8) hours of work or pay in lieu thereof. (This guarantee includes Saturday, Sunday and holidays.)

7.08 In the assignment of overtime, the Employer will first offer overtime on the basis of seniority. If not enough regular employees accept the offer to work overtime, the Employer will then assign the overtime in inverse order of seniority on a rotating basis.

ARTICLE 8 - WAGES

Effective on the respective dates set forth in Appendix A, attached hereto and by this reference made a part hereof, the standard hourly wage scale shall be set forth for each regular employee so classified.

ARTICLE 9 - SENIORITY

9.01 New employees and those hired after a break in continuity of service, will be on probation for the first seven hundred twenty (720) hours and will receive no continuous service credit during such period. Probationary employees may be retained, demoted, reassigned, laid off or terminated at the discretion of the Employer without recourse. Probationary employees continued in service after the first seven hundred twenty (720) hours period shall gain seniority and receive full continuous service credit from their date of hire.

9.02 When merit and competency are substantially equal, the length of continuous service shall govern in layoffs and rehiring. The determination of an employee's merit and competency rests with the Employer.

9.03 Employees shall lose their seniority and be terminated if:

- (a) They are absent three (3) days without notifying the Employer or providing an explanation of such absence which is satisfactory to the Employer.
- (b) They do not return to work within three (3) days after being recalled or provide an

explanation for not reporting which is satisfactory to the Employer.

- (c) They have quit or retired.
- (d) They have been off the payroll for a period of six (6) months due to layoff or bona fide illness, attested to by a medical doctor's certificate, or twelve (12) months due to industrial injury.
- (e) They have been discharged.

9.04 A seniority list shall be prepared and posted on the bulletin board at least once every six (6) months.

ARTICLE 10 - NO STRIKE

10.01 The Union agrees that it will not authorize, encourage, engage or participate in any strikes, slowdown, work stoppages or picketing.

10.02 The Employer agrees not to engage in any lockouts.

ARTICLE 11- LEAVES

11.01 Regular full-time employees who have completed their probationary period shall accumulate leave to be used as provided in this Article for sickness or accident, jury duty leave, or bereavement leave, at the rate of four and two-thirds (4-2/3) hours per month. Such leave shall be cumulative from year to year but shall not exceed fifty (50) days.

11.02 Sick Leave. Sick leave shall be payable for each qualified full day's absence due to bona fide illness or injury. If an employee misses two (2) or more days due to illness or injury, the employee shall be required, upon returning to work, to submit to his/her supervisor a medical doctor's written verification of the employee's illness or injury. Sick leave shall be paid in the following manner:

- (a) Full pay until sick benefit allowance is used up or the employee is released by a medical doctor to return to work. Full pay means pay for the regularly scheduled work days up to a maximum of eight (8) hours for those days which the employee would have worked had the disability not occurred, calculated at straight time.
- (b) Sick leave benefits as provided herein shall be integrated with any Workers Compensation or weekly indemnity insurance which is contributed to by the Employer. The unused portion of the accumulated sick leave due to the integration with Workers Compensation or weekly indemnity insurance will continue to be credited to the employee. The sum of the sick leave payments and Workers Compensation or weekly indemnity shall not exceed the employee's regular eight (8) day's pay or forty (40) hour week's pay.
- (c) In August of each year, employees who have accumulated in excess of forty-three (43) days of leave may convert sick leave to monetary compensation. If an employee chooses to do so, sick leave in excess of forty-three (43) days may be deducted from the employee's sick leave accumulation and paid for at the rate of twenty-five percent (25%) of the employee's current rate of pay.

11.03 Bereavement Pay. In the event an employee who is eligible for leave pay must lose work due to attending a funeral of a member of his/her immediate family, he/she shall be allowed up to three (3) days leave with pay or up to his/her maximum accumulation, whichever is less. Such leave with pay shall be deducted from his/her total accumulation. Immediate family is defined as mother, father, spouse, child, brother, sister, step-parent, grandparents, registered domestic partner, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandchild, registered domestic partner's children, domestic partner's parent, spouses' children or persons for whom the employee is the legal guardian.

11.04 Jury Duty. Employees are eligible for leave of absence for jury duty and shall be paid his or her regular pay for a maximum of ten (10) working days, less any compensation received for such services but excluding transportation or other accepted per diem expense.

11.05 FMLA, Military Leave and Leave related to Domestic Violence. Employees are eligible for Family and Medical Leave (FMLA) benefits as administered by the Employer. The Employer shall post on Employer designated bulletin boards (accessible by the employees) current laws addressing FMLA leaves, leaves relating to domestic violence and leave benefits for an employee who is the spouse or next of kin (as defined by the law) of a person on active military duty.

ARTICLE 12 - HOLIDAY PAY

12.01 The provisions of this Article shall apply only to regular full-time employees who have completed their probationary period.

12.02 The following days shall be recognized as holidays:

New Years Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday.

12.03 When a holiday falls on a regular scheduled work day, employees not required to work on a holiday shall be paid for eight (8) hours at their straight time hourly rate of pay, provided they work all hours available on their regular scheduled work day immediately preceding and their regular scheduled work day immediately following said holiday. To qualify for holiday pay, an employee must also receive pay for work performed during the week in which the holiday occurs.

12.04 Employees required to work on a holiday will receive time and one-half (1½) of their straight time hourly rate of pay for all hours worked on a holiday in addition to the holiday pay as provided for above.

12.05 In the event an employee is scheduled to work on a holiday and the employee fails to report and work all hours available, he/she shall receive no holiday pay.

12.06 If a holiday falls during an employee's vacation period, the employee shall be given another day off with pay in lieu of the holiday.

12.07 The Employer may elect to provide an additional paid holiday during the year (typically in the Christmas holiday period). Such additional holiday shall be discretionary and if granted shall not set a precedent for future years.

ARTICLE 13 - VACATION

13.01 Vacations with pay shall accrue to employees covered by this Agreement after their employment is continuous for one (1) year in accordance with the schedule.

13.02 Annual vacation shall be taken when the employee desires, provided sufficient notice is afforded the employee's supervisor and provided that the work schedule can accommodate the employee's request. Employees, however, shall be enabled to take two (2) weeks of vacation during the summer months, except where such vacation works a hardship on the Employer. Where practicable, the Employer may utilize extra, subject to call, non-regular, casual or temporary employees in order to permit greater flexibility in the scheduling of vacations.

13.03 Vacation shall be accumulative from year to year, provided however, that no employee may carry over more than forty (40) hours of unused vacation into the next anniversary year.

13.04 As of the anniversary date of completing the number of years of continuous employment with the Employer, listed in the left column below, the number of days vacation listed in the right column below shall accrue to the employee.

NUMBER OF YEARS OF CONTINUOUS SERVICE	NUMBER OF DAYS VACATION
1 – 3	10
4 – 7	12
8 – 11	15
12 – 15	18
16 – 19	22
20 +	25

13.05 An employee may use up to five (5) days of un-accrued vacation after six (6) months of continuous employment with the Employer, which days, if used, shall be subtracted from his/her one (1) year anniversary vacation accrual. If the employee quits before his/her first (1st) year anniversary date, the employee will not receive vacation compensation.

13.06 All regular employees shall receive pro-rata vacations after the first year of service at the rate of one-twelfth (1/12th) of the determined vacation pay for each month of service, except if he has been discharged for drunkenness, dishonesty, or illegal use of narcotics.

ARTICLE 14 - GROUP INSURANCE

14.01 Effective September 1, 2020, the Employer will contribute, on behalf of each regular, full-time employee, a maximum of one thousand dollars (\$1,000), per month for a group life and medical

insurance, dental, and vision plan of its choosing; provided however, that said plans shall be the same as provided to other employees of the Employer. Contributions shall be made for all full-time employees, commencing the first of the month following thirty (30) days of employment. Should the premium rate exceed one thousand dollars (\$1,000), per month, a reduction in salary will be made to cover the excess amount per pay period.

ARTICLE 15 - RETIREMENT

Employees covered by this Agreement are required to participate in the Washington State Employees Retirement Program.

15.01 Deductions for employee contributions are made from salary warrants at the percentage rate as provided by law.

15.02 The Employer matches this contribution at the percentage rate as provided by law.

15.03 The personal deductions are credited to the employee's annuity fund and with interest, earnings provide for an annuity at retirement; a cash refund at death or termination of service; or may be withdrawn if the employee leaves eligible employment.

15.04 Those employees who reach the age of seventy (70) years by January 1 shall be mandatory retired on January 30 of that year.

15.05 It is known and both parties agree, that notwithstanding anything provided herein, the parties must and will live in accord with applicable law governing the State Retirement Plan covering bargaining unit employees.

15.06 Contributions to the Western Conference of Teamsters Pension Trust Plan (Plan); shall be by payroll diversion based on all compensated hours, excluding overtime and employee vacation or sick leave cash out upon separation from employment and shall be uniform by classification. The Employer agrees to administer the designated diversion through their payroll system and remit these monies to Western Conference of Teamsters Pension Trust Fund. The total amount due for each month shall be remitted in a lump sum not later than the last day of the following month.

The contribution rate shall be as follows:

Warehouser - \$0.50 per hour

Warehouser - \$0.60 per hour, effective January 1, 2018

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in compliance with this wage diversion contribution to the WCTPT. Should the Trustees of the Western Conference of Teamsters Pension Trust issue a surcharge(s) or other assessment during the life of this Agreement, said surcharge(s) or assessment shall be assumed by each bargaining unit employee through a reduction in his/her hourly rate of pay.

ARTICLE 16 - DISCHARGE OR SUSPENSION

16.01 The Employer may discharge or suspend any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against him/her concerning his/her work or conduct within ten (10) days of the date of the violation, or of learning of the violation, and if such written warning notice is not given to the employee within ten (10) days of such violation, the warning notice shall be null and void. No such prior warning notice shall be necessary if the cause for discharge or suspension is an offense including unlawful discrimination, harassment, bullying, dishonesty, drinking related to employment, unlawful use of a controlled substance, gross insubordination, fighting on the Employer's premises or recklessness, or failure to report for work as provided in Article 9.

16.02 Any employee may request an investigation of his/her discharge or suspension or any warning notice, and the Union shall have the right to protest any such discharge, suspension, or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days after the discharge, suspension, or warning notice is issued; and if not presented within such period, the right of protest shall be waived. A copy of any such protest shall be given to the Employer and shall be referred immediately to Article 17 of this Agreement.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 A grievance is defined as an alleged misapplication or misinterpretation of a specified provision of this Agreement.

17.02 Grievances not presented within the time limit set forth in this Article shall be null and void and thereby considered settled.

17.03 Should any employee have a grievance, he/she shall first discuss the matter with his/her immediate supervisor within three (3) days. Should the two (2) parties be unable to reach agreement, the matter shall be reduced to writing by the grievant setting forth the specific nature of the grievance, the Section and Article involved, and the remedy sought. The grievant shall submit the grievance to his/her immediate supervisor within ten (10) days of the occurrence of the event giving rise to the grievance. The grievance must be signed and dated by the grievant.

17.04 The supervisor shall have five (5) working days to answer the grievance in writing. In the event the grievance is still not resolved, the Union or the employee may within five (5) working days present the written grievance to the warehouse manager. The warehouse manager shall be allowed five (5) working days to respond in writing.

17.05 If the matter is still unresolved, the grievance shall be referred to the Executive Director. The Executive Director or his/her designee shall then meet with the Union and the employee(s) involved and hear the facts of the grievance. He/she shall render a decision in writing within ten (10) working days of the meeting.

17.06 In the event no settlement is reached by the Union and the KCDA, the Union shall have the right to submit within five (5) working days of receipt of the Executive Director's decision a demand for arbitration to KCDA. Within five (5) working days after the demand for arbitration, the Union and KCDA shall mutually agree upon an arbitrator. If the parties fail to agree, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS). Within five (5)

working days after receipt of the list, the Union and KCDA shall alternately strike the names on the list and the remaining name shall be the arbitrator.

17.07 The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision and shall confine his/her decision solely to the alleged violation of this Agreement as set forth in the grievance pursuant to Section 17.3.

17.08 The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union, and KCDA.

17.09 All costs of the arbitrator shall be borne by the party against whom the arbitrator rules. Each party shall bear its own costs including any attorney fees as a party to an arbitration.

ARTICLE 18 - SAVINGS AND SEPARABILITY

In the event that any portion of this Agreement is invalidated by the passage of legislation or an award of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. Should any clause or provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, both parties agree that they shall meet immediately for the purpose of working out a clause or provision that shall be in complete compliance with such law or regulation.

ARTICLE 19 - TERM OF AGREEMENT

This Agreement shall be in effect on September 1, 2020, and shall remain in full force and effect through August 31, 2021. The parties agree to meet for the purpose of negotiating a successor agreement. The party desiring such meeting shall request same not more than ninety (90) days nor less than sixty (60) days prior to the expiration date of this Agreement, and shall include changes desired.

ARTICLE 20 – AMENDMENTS TO THE AGREEMENT

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing and signed by the parties hereto.


Memoranda of Agreement agreed to during the term of this Agreement shall be incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties above named have signed their names and affixed the signatures of their authorized representatives.

KING COUNTY DIRECTORS
ASSOCIATION

TEAMSTERS LOCAL UNION NO.117,
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By 
David S. Mahalko
Executive Director

By 
John Scearcy
Secretary-Treasurer

Date 7/14/20

Date 7/1/20

Appendix A – Wages

9/1/2020 – 8/31/2021

	Effective Date
Regular Full-time Warehouser	9/1/2020 \$24.15

Employees hired after 1/1/95

First year	76% of base
Second Year	88% of base
Third Year	100% of base

Employee Longevity:
(Effective 2012)

Year 15 through Year 19	\$0.20/hour
Year 20 +	\$0.40/hour

Employees working second shift will receive \$0.20 per hour above the regular rate while so assigned.

Employees working graveyard will receive \$0.35 per hour above the regular rate while so assigned.

Assistant working foremen will receive \$1.00 per hour above the regular rate while so assigned.



TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

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 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.