

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order )  
Authorizing Collective )  
Bargaining Agreement with )  
Teamsters 206 for County )  
Road Department employees )

ORDER NO. 20680

**WHEREAS**, the State of Oregon Employment Relations Board has recognized Teamsters Local 206 as the exclusive bargaining agent for designated employees in the Roads Department; and

**WHEREAS**, the County and Teamsters 206 have been negotiating a new agreement; and

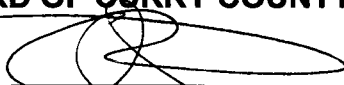
**WHEREAS**, an Agreement has been reached and is outlined in the attached Exhibit "A"; and

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS**

Collective Bargaining Agreement between Curry County and Teamsters 206 is approved, with identified provisions on compensation and benefits are retroactive to January 1, 2019.

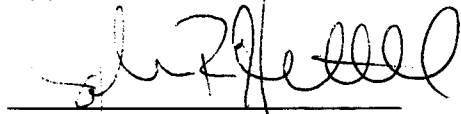
**DATED** this 19<sup>th</sup> day of June, 2019.

**BOARD OF CURRY COUNTY COMMISSIONERS**

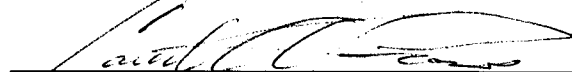


Christopher Paasch, Chair

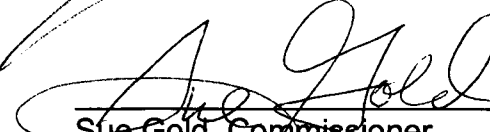
Approved as to Form:



John Hutt  
Curry County Counsel



Court Boice, Vice Chair 6-20-19



Sue Gold, Commissioner

6039  
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CURRY COUNTY ROAD DEPARTMENT

AND

TEAMSTERS LOCAL UNION NO. 206

2019 – 2022

## Table of Contents

<b>PREAMBLE .....</b>	<b>4</b>
<b>ARTICLE 1 - RECOGNITION .....</b>	<b>4</b>
<b>ARTICLE 2 – MANAGEMENT RIGHTS .....</b>	<b>4</b>
<b>ARTICLE 3 - NON-DISCRIMINATION .....</b>	<b>5</b>
<b>ARTICLE 4 - SHOP STEWARDS .....</b>	<b>5</b>
<b>ARTICLE 5 - DUES CHECKOFF AND UNION SECURITY .....</b>	<b>5</b>
<b>ARTICLE 6 - HEALTH AND SAFETY .....</b>	<b>6</b>
<b>ARTICLE 7 - HOURS OF WORK / OVERTIME .....</b>	<b>6</b>
<b>ARTICLE 8 - TRAVEL EXPENSES .....</b>	<b>7</b>
<b>ARTICLE 9 - MISCELLANEOUS .....</b>	<b>7</b>
<b>ARTICLE 10 - HOLIDAYS .....</b>	<b>7</b>
<b>ARTICLE 11 - VACATION .....</b>	<b>8</b>
<b>ARTICLE 12 - OTHER PAID LEAVES .....</b>	<b>9</b>
<b>ARTICLE 13 - PROBATIONARY PERIOD .....</b>	<b>9</b>
<b>ARTICLE 14 – COUNSELING, DISCIPLINE AND DISCHARGE .....</b>	<b>9</b>
<b>ARTICLE 15 - SETTLEMENT OF DISPUTES .....</b>	<b>11</b>
<b>ARTICLE 16 - SENIORITY .....</b>	<b>12</b>
<b>ARTICLE 17 - LAYOFF AND RECALL .....</b>	<b>13</b>
<b>ARTICLE 18 - SAVINGS .....</b>	<b>13</b>
<b>ARTICLE 19 - FUNDING .....</b>	<b>13</b>
<b>ARTICLE 20 - STRIKES AND LOCKOUTS .....</b>	<b>14</b>
<b>ARTICLE 21 - COMPENSATION .....</b>	<b>14</b>
<b>ARTICLE 22 - RETIREMENT .....</b>	<b>15</b>
<b>ARTICLE 23 - HEALTH AND WELFARE INSURANCE BENEFITS .....</b>	<b>15</b>

**ARTICLE 24- DURATION .....16**  
**ARTICLE 25 – EXECUTION/SIGNATURES .....17**

## **PREAMBLE**

This Agreement is entered into by and between Curry County, Oregon (hereinafter called the "County") and Teamsters Local 206, affiliated with the Joint Council Teamsters No. 37 of Portland, Oregon (hereinafter referred to as the "Union"). The Union and the County acknowledge that pursuant to their statutory obligations to bargain in good faith, they have had the opportunity to present and discuss proposals.

## **ARTICLE 1 - RECOGNITION**

The County recognizes Teamsters Local 206 as the exclusive agent and representative for the part time and full time employees of Curry County Road Department, including but not limited to, Engineers, Mechanics, Road Crew (including Herbicide Applicators), and Office Staff. Excludes temporary employees working less than one hundred, eighty (180) days, and irregular employees defined by the County's Personnel Rules.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

In addition to rights specified elsewhere in this Agreement, the County shall have all legal and customary rights including, but not limited to: the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determine the procedures and standards of selection for employment and promotion; direct and supervise employees; discipline, suspend, demote or terminate a non-probationary employee with just cause; hire, promote, transfer, layoff or retain employees as addressed in this agreement; implement new, and revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities, and standards; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted; determine and assign duties, schedules and hours of work; and continue to subcontract the types of work it has historically subcontracted.

The rights of employees in the bargaining unit and of the Union are limited to those specifically set forth in this Agreement, and the County retains all authority, powers, privileges and rights not specifically limited by the terms of this Agreement, and those granted by ORS 243.650(7)(g). In the event of a conflict between the provisions of the Agreement and any rule or regulation heretofore existing, the provisions of this Agreement shall control.

### **ARTICLE 3 - NON-DISCRIMINATION**

Section 1. The County and the Union agree not to discriminate against any employees as a result of their membership or non-membership status or activities on behalf of the union or because of an employee's age, race, religion, sex, national origin, or disability as provided by applicable federal and/or state statutes.

Section 2. All references to gender used in this agreement designate all sexes and when gender is used, it shall be construed to include all employees covered by this Agreement.

### **ARTICLE 4 - SHOP STEWARDS**

The Union may designate stewards from among the employees. The Union shall notify the Employer in writing if stewards are appointed. The authority of the stewards shall be to investigate grievances and to transmit information to the Union and to the employees. To the extent reasonably possible, above noted activities should not interfere with normal performance of duties. Stewards have no authority to settle grievances, take strike action, or call a work stoppage. Stewards shall not be deemed to be agents of the Union. Stewards shall not be deemed to be agents of the County.

### **ARTICLE 5 - DUES CHECKOFF AND UNION SECURITY**

Section 1. The County will deduct Union dues and regular initiation fees from the wages of a member of the bargaining unit with authorization as provided herein. Any authorization for payroll deductions may be made by a member of the bargaining unit upon written notice to the County and the Union prior to the fifteenth day of any month, to be effective on the first day of the following month. Any revocation to an authorization must be pursuant to the terms of the authorization. The services of deductions of dues and fees and transmittal of the same to the Union will be done without expense to the Union.

Section 2. In the event the employee fails to pay the amounts as described in Section 1 above, the County shall, upon written request by the union, deduct said amounts from the employee's pay and submit the amount to the Union each month. The Union shall indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's enforcement of the above provisions as a result of any check-off errors.

Section 3. The County shall notify the Union of all new hires within fourteen (14) days after the start date, furnishing the Union with the employee's name, social security numbers, mailing address, available phone numbers, and job for which he was hired. In the event the County holds an orientation session with any employee newly hired to perform work inside the bargaining unit, the Union shall be invited to make a presentation of no more than thirty (30) minutes at the orientation during which time the Union may distribute materials to the newly hired employees.

The Union may designate a bargaining unit employee to make this presentation while on County time without loss of pay.

## **ARTICLE 6 - HEALTH AND SAFETY**

Employees who reasonably believe that a particular piece of equipment or workplace condition poses an immediate threat to any employee's health or safety shall have the right to report the perceived threat to the Lead Operator or Foreman as appropriate. The Lead Operator or Foreman will investigate such report promptly. The employee shall not be obligated to operate the equipment or be exposed to the work place condition until the Lead Operator or Foreman has determined the equipment or condition in question does not pose an immediate threat to health or safety. The Roadmaster will resolve disputes if they are not resolved by the Lead Operator or Foreman.

## **ARTICLE 7 - HOURS OF WORK / OVERTIME**

Section 1. Ten (10) consecutive hours in a 24 hour period, with up to one (1) hour without pay for a lunch break shall constitute a work day. Four (4) consecutive work days or a total of forty (40) hours shall constitute a work week. The Road Crew workday is 7:00 a.m. - 5:30 p.m.

Section 2. All time worked or compensated in excess of ten (10) hours in any 24 hour period, or forty (40) hours in one (1) work week shall be paid at the overtime rate of time and one-half (1 1/2) the employee's regular rate of pay. All time worked or compensated, with the exception of compensatory time taken, will be used to calculate overtime. Overtime shall be computed to the nearest quarter hour. The employee may choose to take compensatory time at the rate of time and one-half (1 1/2) instead of overtime, to be put in a compensatory time bank. The employee shall be allowed to accumulate a maximum of eighty (80) hours of compensatory time.

Section 3. Each employee shall be permitted to have a rest period of not more than fifteen (15) minutes with pay during every four (4) consecutive work hours in each work day. Such rest periods shall be taken by the employee in the approximate middle of each four (4) hour work period. Each employee who works a full work day shall also receive an unpaid meal period of up to one (1) hour in duration in the approximate middle of each work day.

Section 4. Call outs involving work not continuous with scheduled work hours will be compensated with a minimum of two (2) hours pay at the rate of time and one-half (1 1/2).

## ARTICLE 8 - TRAVEL EXPENSES

When employees are required to travel outside the County on County business, they shall be reimbursed mileage, if a County vehicle is not used, at the then current IRS rate. Such travel must be approved in advance.

## ARTICLE 9 - MISCELLANEOUS

Section 1. Business representatives of the Union shall have access to the County's Road Department premises but they shall not unreasonably interfere with the work of employees. Representatives of the Union shall give reasonable notice to the County prior to a visit.

Section 2. The County agrees to provide a bulletin board in the Road Department on which the Union may post notices of general interest and/or notices of Union meetings.

Section 3. County work rules promulgated after the effective date of this agreement shall be submitted in writing to the Union for its review at least two (2) weeks prior to the adoption of said rules.

## ARTICLE 10 - HOLIDAYS

Section 1. For the term of this Agreement, employees in the bargaining unit shall receive paid holidays as follows:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Section 2. An employee shall be paid one (1) day's pay, based on his regular scheduled hours for each of the above named holidays. Should a holiday fall on a Saturday, the preceding work day shall be considered the holiday for pay purposes and if it falls on a Sunday, the succeeding Monday shall be considered the holiday for pay purposes



Section 3. When any of the above holidays occur on an employee's regularly scheduled work day, qualified employees who are required to work on such holiday shall receive holiday pay for such day plus time and a half for all hours worked.

Section 4. If any listed holiday shall occur during the vacation of any employee, the employee shall receive an additional day's paid vacation in lieu thereof.

Section 5. All full time employees will receive sixteen (16) hours of Floating Holiday time. This time must be scheduled by mutual consent. The time must be taken in the fiscal year (July 1 – June 30) when earned or it is lost. Unused holiday time shall not be paid at termination. Floating holiday time will be credited to new employees after serving three (3) months of continuous service. Part time employees shall accrue floating holiday time on a pro-rated basis based on full time equivalent status.

## ARTICLE 11 - VACATION

Full-time employees, after having served in County service for six (6) consecutive months, shall be credited with six (6) work days' vacation leave and thereafter vacation leave shall be credited as follows:

### Hours of Accumulation per Month

<u>Year of Service</u>	<u>Monthly Vacation Accrual (Hours)</u>
After 6 months of continuous through 5th year	8.0
After 5th year of continuous service through 10th year	10.0
After 10th year of continuous service through 15th year	12.0
After 15 <sup>th</sup> year of continuous service through 20 <sup>th</sup> year	14.0
After 20 <sup>th</sup> year	16.0

Employees shall not accumulate vacation leave in excess of two hundred (200) hours. Part time employees shall accrue vacation time on a pro-rated basis based on full time equivalent status.

## ARTICLE 12 - OTHER PAID LEAVES

Section 1. Sick Leave - Each regular full-time employee shall accumulate paid sick leave at the rate of eight (8) hours for each full month of active employment with the County. Employees may accrue a maximum of 180 days (1440 hours) of sick leave. The provisions of the Oregon Sick Leave law shall apply to the first forty (40) hours of sick leave.

Section 2. Bereavement Leave - Paid bereavement leave shall be earned at the rate of eight (8) hours per completed full year of employment for the first two (2) years. Thereafter, the employee shall be credited with a bank of a total of twenty-four (24) hours of bereavement leave at the completion of each full year of employment. At no time will an employee have more than twenty-four (24) hours of accrued bereavement leave. An employee may use accrued bereavement leave when a death occurs in his/her immediate family as defined in County Personnel Rules, Article 3. Additional bereavement leave shall be granted consistent with guidelines established by the Oregon Family Leave Act (OFLA) and shall be deducted from the employee's sick leave.

Any bereavement leave authorized under OFLA shall be concurrent to the above-described leave.

Section 3. Jury Duty - Employees on jury duty shall receive their full regular pay, provided they turn over any jury duty pay they receive from the court to the County.

Section 4. The County shall allow one (1) employee off duty during their normal working hours for the purpose of attending negotiations for renewing the Labor Agreement without any loss of pay.

## ARTICLE 13 - PROBATIONARY PERIOD

All employees of the Road Department shall serve a probationary period of one (1) year. At any time during the probationary period an employee may be terminated without cause. Probationary employees shall have no recourse to the grievance procedure.

## ARTICLE 14 – COUNSELING, DISCIPLINE AND DISCHARGE

Section 1. The primary purpose of discipline is to correct performance or conduct rather than be punitive in nature, therefore discipline shall generally be progressive. Disciplinary actions include, but are not limited to: written reprimands, suspensions without pay, demotion, and discharge.

## A. COUNSELING

Counseling is not discipline. The County may need to counsel employees regarding work place performance and behavior. In the event the County needs to take corrective action and counseling, the County will provide any written notice of such with clear notice that the matter is counseling and not formal discipline. The written notice will be maintained in a yearly file only for the purposes of yearly evaluations and will not be placed in the personnel file.

## B. DISCIPLINE AND DISCHARGE

The County may reprimand, suspend, demote, or discharge a non-probationary employee for just cause. No employee shall be discharged unless a written reprimand and suspension (or demotion) in effect concerning the same type of misconduct has been given to such employee. No such prior written reprimand and suspension (or demotion) shall be necessary if the cause for suspension, demotion, or discharge is dishonesty, drinking related to employment, the carrying of unauthorized passengers, willful, wanton or malicious damage to the County's property, or other such misconduct so serious in nature as to justify immediate suspension, demotion, or discharge. When the County issues a disciplinary action it must be within ten (10) calendar days of the day the County first has knowledge of the complaint giving rise to the disciplinary action, otherwise it will be disallowed. A copy of such disciplinary action shall be given to the Union and employee involved.

No disciplinary action shall remain in effect for a period of more than one (1) year.

Each of the following disciplinary actions may be imposed:

1. Written Reprimand. A written reprimand is a formal warning action and places the employee on official notice that failure to correct conduct will result in more severe discipline. This will be placed in the employee's personnel file.
2. Suspension without Pay. A suspension without pay may be imposed. A suspension without pay shall not exceed thirty (30) days at any one time.
3. Demotion. Demotion, both in pay and class, may be used as a final disciplinary action prior to discharge. The County will create a plan to return the demoted employee to their prior pay and class within a reasonable time, and if the plan cannot be completed, the employee and management will negotiate next steps.
4. Discharge. Except as described above, an employee shall not be discharged unless prior discipline has been imposed.

Section 2. If an employee disagrees with the County's imposition of disciplinary action, they may move to the Settlement of Disputes in Article 15.

## ARTICLE 15 - SETTLEMENT OF DISPUTES

Section 1. For purposes of this Agreement, a grievance is defined as a dispute about the meaning and interpretation of this Agreement or about an alleged violation of this Agreement. Grievances shall be settled in the following manner:

Step 1. The affected employee or employee representative shall submit the grievance in writing to their Supervisor within ten (10) calendar days of the occurrence of the grievance or the employee's reasonable knowledge of the same, whichever shall occur later. The Supervisor shall have ten (10) calendar days in which to respond in writing to the grievance.

Step 2. If the grievance remains unresolved, it may, within ten (10) calendar days of completion of action at Step 1 thereof, be submitted to the County Roadmaster by submission of all memoranda and materials submitted or received at Step 1 of this grievance procedure. The County Roadmaster shall have ten (10) calendar days in which to respond to the grievance.

Step 3. If the Union and the grievant wish to appeal the County Roadmaster's decision at Step 2, the Union must, within ten (10) calendar days of receipt of the County Roadmaster's response, file written notice with the Director of County Operations of their intent to appeal the decision.

Step 4. If the grievance remains unresolved by the Director of County Operations the Union must within ten (10) calendar days of the receipt of the response file written notice of their intent to arbitrate the grievance. The County and the Union shall then jointly request that a list of seven (7) arbitrators be furnished to the parties by the Employment Relations Board. Upon receipt of said list, the County and the Union shall each alternately strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for the hearing which is agreeable to both parties.

Expenses of the arbitrator shall be borne equally by the parties, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

Section 2. The time periods specified in this Article may be extended or modified only by mutual consent. Failure by the Union to comply with a specified time period shall constitute acceptance of the County's position at the preceding step. Failure by the County to comply with a specified time period shall constitute rejection of the grievance.

## ARTICLE 16 - SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Road Department. Seniority shall be computed from the first day of work for an employee of the Road Department, except that a new employee on probationary status (first year of employment) shall not have any seniority rights.

Section 2. The County shall provide the Union with copies of a seniority list on July 1 of each year.

Section 3. When any vacancy covered by this agreement occurs, except foreman, the County agrees to give a preference to its employees on a basis of seniority so long as the senior employee's qualifications are otherwise equal. The County shall make the final decision.

The hiring for any foreman vacancy shall be made on the basis of ability and demonstrated merit. Foremen shall be members of the bargaining unit who perform bargaining unit work. Foremen shall evaluate but not discipline other employees.

Section 4. The County shall post an internal notice on the Union's bulletin board one (1) week prior to posting any such vacancy to the public. The notice shall have a job description, rate of pay, and the minimum requirements to qualify for the position.

The County will not post an external vacancy covered by this agreement if they receive an application from a member of the bargaining unit that meets the minimum requirements of the position. The County shall interview all internal applicants and hire the most qualified. Seniority preference will be given if all other qualifications are equal.

At any time during the first thirty (30) days following a promotion, an employee has the right to return to their previous position as follows: (a) at the employee's discretion for any reason, or (b) if it is determined by the supervisor that the employee is not capable of performing the duties of the position.

Section 5. Seniority shall apply to layoff and recall.

Section 6. An employee's seniority may be terminated for any one of the following:

- A. Quits
- B. Is discharged for just cause
- C. Is laid off and fails to respond to a written notice of recall
- D. Is laid off for a period of time greater than one (1) year
- E. Fails to report to work at the termination of leave of absence
- F. Retires

Section 7. An employee transferred out of the bargaining unit to another position of employment with the County shall retain, but not accumulate, seniority. Such employee may return to a position within the bargaining unit only upon County approval of a written request for such return filed within six (6) months after the transfer.

## ARTICLE 17 - LAYOFF AND RECALL

Section 1. The County shall lay off employees in the bargaining unit by the inverse order of seniority after all probationary employees have been laid off first and provided the employees remaining in the affected jobs are qualified in the County's judgment to perform the work. Employees laid off shall retain rights to recall from the layoff for one (1) calendar year from the date of the layoff.

Section 2. No new employees shall be hired until all employees on layoff status have had an opportunity to return to work provided that the recalled employee retains the minimum qualifications for the position. Such recall from layoff shall be accomplished in the inverse order of the layoff. Employees with recall rights shall be notified by certified mail, return receipt request, at their last known address of County record and they shall have ten (10) calendar days after the receipt of the notice to notify the County of their acceptance of the recall to work. Employees not responding within the ten (10) day limit or employees who refuse the recall request shall forfeit all rights to recall under this section.

## ARTICLE 18 - SAVINGS

In the event that any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the Employer or the employees to perform to the term of the Agreement, then upon request by either party the invalid words or sections of the collective bargaining agreement shall be open for negotiation. All other portions of the Agreement shall remain in full force and effect.

## ARTICLE 19 - FUNDING

Section 1. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. The County shall not cut the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and do not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget requests pursuant to established budget procedures. This Article and County action hereunder shall not be subject to the provisions of the Article 15 - Settlement of Disputes; however, the method of implementation of any layoff shall be subject to the provisions of Article 16 - Seniority, Article 17 - Layoff and Recall, and Article 15 - Settlement of Disputes.

Section 2. Where economic conditions prevent the County from funding this Agreement at the current level of employment, either party may, by written letter, open the economic provisions of this contract for replacement by negotiations.

## ARTICLE 20 - STRIKES AND LOCKOUTS

Inasmuch as there are other means, both by law and through this Agreement for the resolution of disagreements that may from time to time arise during the term of this Agreement, the parties agree as follows:

- (1) During the term of this Agreement, the County shall not, as a result of a dispute with the Union, deny employment to any member of the Union or to any employee covered by the terms of this Agreement. In the event of a violation of the above, the affected employees shall be eligible for reimbursement of all lost wages resulting therefrom.
- (2) During the term of this Agreement, the Union or its members shall not participate in any strike, or other concerted activity. In the event of a violation of the above, the County may discharge, suspend, or otherwise discipline employees involved in the prohibited activity as defined above.
- (3) It shall not be a violation of this Agreement and it shall not be a cause for discharge, disciplinary action or permanent replacement in the event any member of the bargaining unit refuses to cross or work behind any primary picket line that has been approved and officially sanctioned by the Joint Council of Teamsters No. 37 in Portland. This section shall not apply where a bargaining unit member is directed to work on a County easement, right-of-way or private property in order to service, repair or maintain a County facility located on such property.

## ARTICLE 21 - COMPENSATION

Rates of pay: Each employee shall be paid at one of the rates in the salary range in which the employee is employed. Effective January 1, 2019 salary rates shall be increased by 3.0% for all bargaining unit employees. Effective July 1, 2020 and July 1, 2021 salary rates for all bargaining unit employees shall be increased by 3.0%.

Step increases will not occur during the term of this agreement unless the step freeze is lifted for SEIU and Non-represented employees.

### Longevity Pay:

Upon completion of the required number of years of continuous uninterrupted full-time service with the County, an employee shall be eligible for longevity pay as follows:

- (a) 5 through 9 years of service, 1.5% of the base rate per month;
- (b) 10 through 14 years of service, 2.5% of the base rate per month;

(c) 15 through 19 years of service, 3.5% of the base rate per month;

(d) 20 or more years of service, 5% of the base rate per month.

The above rates are not cumulative.

The base rate is Step B in each salary range with a cap of two (2) times the lowest base rate of Grade 3, Step B.

An employee is eligible for longevity pay only so long as productive work continues. An employee who receives a less than satisfactory evaluation will be given a written notice sixty (60) days prior to cessation of longevity pay. At the end of said sixty (60) day period, a re-evaluation will occur. If the employee receives a less than satisfactory re-evaluation, the employee shall not be eligible for longevity pay until his/her next annual evaluation.

Continuous uninterrupted service for purposes of longevity pay shall mean that period in which the employee is employed by the County or a public entity within the contract of the County, which is unbroken by separation from employment, except time spent by an employee on any authorized leave or a layoff period not to exceed twelve (12) months.

Regular part-time employees shall receive credit toward eligibility for longevity pay based upon hours worked. To receive credit for one (1) year of service, such an employee must work 2080 hours (based on a 40 hour week).

## **ARTICLE 22 - RETIREMENT**

The County will continue to participate in the Oregon Public Employees Retirement System or its successor as determined by the State of Oregon. The employee's six percent (6%) contribution shall be paid by the employee as a pre-tax deduction (Member Paid Pre Tax).

## **ARTICLE 23 - HEALTH AND WELFARE INSURANCE BENEFITS**

Effective January 1, 2019, the County will increase their contribution to the Health insurance premium to a maximum of \$1250.00 per month for Plan JW, D-6, V-4 as provided by the Oregon Teamster Employers Trust. Parties acknowledge that benefit design is determined by Oregon Teamster Employers Trust, and thereby, parties expressly waive any further bargaining rights or obligations resulting from change in benefit design. Effective January 1, 2020, the County will increase their contribution to the Health insurance premium to a maximum of



\$1300.00 per month. Effective January 1, 2021, and through the remainder of this agreement the County will increase their contribution to the Health insurance premium to a maximum of \$1350.00 per month.

Section 2. Eligibility. All regular full-time and regular part-time employees who are on paid status for eighty (80) or more hours per month shall be eligible for health insurance the first day of the month following the first month in which the employee was on paid status for eighty (80) hours or more. For the purpose of this agreement, "paid status" includes hours worked (excluding overtime) and hours the employee was away from work on approved paid leave.

Section 3. Life Insurance. The County shall provide term life insurance and accidental death and dismemberment benefit to all bargaining unit employees. The amount of life insurance shall be \$10,000. The County shall assume the entire premium for such coverage.

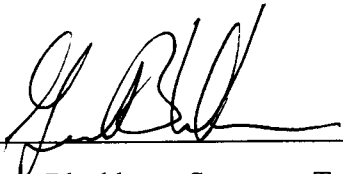
#### ARTICLE 24- DURATION

This agreement shall be effective on January 1, 2019 and, except as amended or modified, shall remain in full force and effect through June 30, 2022. It shall remain in full force from year to year thereafter unless either party shall serve written notice of its desire to modify the agreement upon the other no less than one hundred eighty (180) days prior to the expiration date.

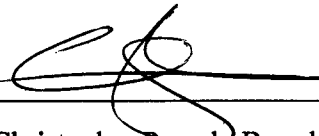
ARTICLE 25 – EXECUTION/SIGNATURES

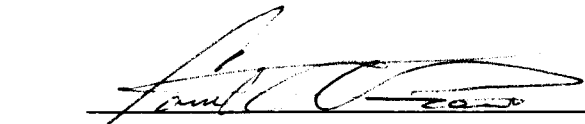
Executed this 19<sup>th</sup> day of June, 2019, by the undersigned officers by the authority of and on behalf of the Curry County Road Department and Teamsters Local Union No. 206.

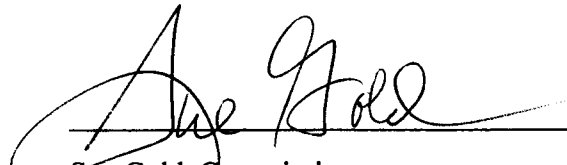
TEAMSTERS LOCAL 206:

  
\_\_\_\_\_  
Gene Blackburn, Secretary-Treasurer

CURRY COUNTY:

  
\_\_\_\_\_  
Christopher Paaseh, Board Chair

  
\_\_\_\_\_  
Court Boice, Vice Chair 6-19-19

  
\_\_\_\_\_  
Sue Gold, Commissioner