

CT 2023-141
Curry County Clerk, Shelley Denney
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Time 10:09am
Deputy S. Lindsey Harris

TR12 Agreement
012.309383

OREGON TEAMSTER EMPLOYERS TRUST
SUBSCRIPTION AGREEMENT
(As Revised November 2013)

6158

The Oregon Teamster Employers Trust Requires All
Participating Employers Be a Party to This Subscription Agreement

1. Labor Agreement.

EMPLOYER: Curry County Sheriff's Department (hereafter Employer)

UNION: Teamsters Local Union No. 223 (hereafter, Union) are
Please Print

parties to a collective bargaining agreement (hereafter, Labor Agreement). The Labor Agreement is effective from July 1, 2022, to June 30, 2025.

You must attach a copy of the signed Labor Agreement. The health and welfare provisions are on page 13.

2. Please Identify if Employer is:

☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☒ Governmental Agency ☐ Limited Liability Co. ☐ Other

3. Funding of Any Contribution Increases (check whichever applies).

☒ The Labor Agreement provides a method to cover the cost of any contribution increases during the life of the Labor Agreement.

☐ The Labor Agreement does not provide a method to cover the cost of all contribution increases during the life of the Labor Agreement.

It is understood and agreed that the Board of Trustees reserves the right to increase the contribution rate(s) for the benefit plans it provides. Where the Labor Agreement does not provide sufficient contributions to support the benefit plans elected, the Board of Trustees will cancel the bargaining unit's participation in the Trust unless the bargaining parties agree upon a method for submitting the full required contribution amount for the benefit plan(s) elected.

4. Eligibility Rules. Benefits are only available to eligible participants in accordance with the terms of the benefit plans maintained by the Trust. All Teamster bargaining unit employees that meet the requirements of the collective bargaining agreement providing for participation in the Trust must be reported. The fact that an individual may have other coverage does not relieve the Employer of its obligation to contribute to the Trust on behalf of all eligible Teamster bargaining unit employees.

Please identify eligibility requirements as defined in the collective bargaining agreement:

- (a) Define the minimum number of hours per month required for eligibility: 80
- (b) Define the type of hours that are reported (hours worked; hours compensated; straight time hours, etc.): paid status
- (c) Identify any initial probationary period: not tied to benefits

(d) Identify any contractually excluded classes of Employees (i.e., seasonal, etc.): Supervisory, confidential employees, temporary (less than 180 days per calendar year), casual employees, part-time employees who work less than 25 hrs per week (see Article 1.1)

5. **Benefit Plan Contributions.** The Labor Agreement provides that the undersigned Employer shall make contributions to the Oregon Teamster Employers Trust for the purpose of providing the bargaining unit employees, and their dependents, with the benefit plan(s) specified below:

SELECTED OTET BENEFIT PLANS	PLAN DESIGNATION	EFFECTIVE DATE	BASED ON HOURS IN MONTH OF
Health & Welfare Plan	JW	July 1, 2022	June, 2022
Health & Welfare Plan			
Dental Plan	D-6	July 1, 2022	June, 2022
Dental Plan			
Vision Plan	V-4	July 1, 2022	June, 2022
Vision Plan			
Retiree Plan 3			
Health Care Reimbursement Arrangement			
Other			

It is understood and agreed that the undersigned Employer shall submit the full monthly contribution rate for each employee each month, regardless of collective bargaining agreement provisions requiring employees to bear a portion of the costs of said contribution.

6. **Contribution Due Date.** Contributions are due on the fifteenth (15th) of the month following the month in which the hours are worked or compensated. Contributions received after that date are considered delinquent. It is acknowledged that coverage is not provided unless contributions are made.
7. **Right to Audit.** All Employers are subject to audit on a regular basis. Employers with employees participating pursuant to this Agreement are subject to the Trust's audit provisions and policies. If unauthorized individuals are reported, the Trustees may recover any improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid, or from the Employer, and may also retain any contributions made on behalf of the ineligible individuals. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made. Interest on unpaid contributions, liquidated damages, audit fees, attorney's fees, and any other collection costs as provided for in the Trust Agreement may also be recovered. The Employer agrees that in the event OTET incurs any liability or expense (including reasonable attorney fees, auditor fees or claim audit fees in the event of an overpayment refund request) as a result of the Employer's failure to abide by this Agreement, the Employer shall be liable for such incurred liability or expense.

7.A. Mandatory Arbitration of Claims Seeking Recovery of Benefits Paid on Behalf of Improperly Reported Employees and Their Beneficiaries.

Section 7 of this Agreement provides that if the Employer reports unauthorized individuals, the Trust may recover the improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid or the Employer who reported the unauthorized individual. The Trust pursues such claims if the improperly paid benefits exceed the contributions made on the unauthorized individual's behalf.

This provision provides a forum for hearing and resolving such claims and for the Trust to recover amounts found to have been paid to improperly reported individuals and is effective January 1, 2014 for currently participating groups and is effective immediately for new groups beginning participation in the Trust on or after September 1, 2013.

As a condition of continuing participation in the Trust, the parties hereby agree that any claim to recover benefits paid on behalf of an unauthorized individual as a result of the Employer's reporting shall be handled pursuant to mandatory arbitration. The arbitrator shall be appointed pursuant to the Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to determine if the Employer reported an unauthorized individual and, if so, the amount of benefits which were paid to the unauthorized individual or his or her dependents as a result. The arbitrator shall also have the authority to order the Employer to repay the Trust for benefits payments made to unauthorized individuals or their dependents. The statute of limitations will be that for contracts under Oregon law.

Venue for any arbitration shall be in Portland, Oregon. The cost of arbitration shall be split equally between the parties though the arbitrator shall have the authority to order one party to pay the full cost. The parties expressly acknowledge that the arbitrator shall have the authority to award recovery of benefit payments to unauthorized individuals notwithstanding any limitations on judicial remedies that may exist under 29 U.S.C. 1132(a). Any enforcement action shall be pursuant to the Federal Arbitration Act.

8. **Obligation to Maintain Records.** All Employers are required to maintain records (including records of hours worked and compensated) sufficient to determine the accuracy of the contributions made to the Trust. Records are to be retained for seven years after the contributions are made pursuant to applicable laws. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to meet the applicable eligibility requirements did have sufficient hours in a month to require a contribution.
9. **Continuation Rights.** If an Employer ceases participating in the Trust pursuant to any collective bargaining agreement, any former employees of the Employer who have elected or have the right to get continuation coverage pursuant to federal continuation laws, will have their coverage terminated as of the last day of the month in which the Employer's active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer unless federal law requires to the contrary.
10. **No Transfer of Assets.** If any Employer ceases participation in the Trust, the withdrawing Employer and participants shall have no right or claim to any of the assets of the Trust.
11. **Subscription to Trust Agreement.** In consideration of their acceptance as participants in the Oregon Teamster Employers Trust, the undersigned Employer and Union do hereby subscribe to, and agree to be bound by the terms and provisions of the current Trust Agreement and any amendments thereto. It is specifically acknowledged that said Trust Agreement contains provisions relating to payroll audits and the collection of delinquent Employer contributions including provisions concerning the imposition of audit costs, liquidated damages, interest, attorneys' fees and court costs.
12. **Acceptance of Trustees.** The undersigned Employer and Union hereby accept, as their respective representatives, the Employer Trustees and Union Trustees now serving on the Board of Trustees

of the Oregon Teamster Employers Trust, and their lawful successors. The Employer and the Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Board of Trustees has the sole discretion to interpret the terms of the Trust's benefit plans, to establish policies and provisions governing the operation of the Trust, to determine eligibility and to handle other matters related to the administration and operation of the Trust.

13. **Term.** This Subscription Agreement shall be effective during the term of the aforesaid Labor Agreement and during the term of all successive Labor Agreements which require Employer contributions to the Oregon Teamster Employers Trust provided, however, that the undersigned Employer, Union, or the Board of Trustees, may terminate this Subscription Agreement as of the expiration date of the aforesaid Labor Agreement, or at the end of any successive Labor Agreement, by giving sixty (60) days advance notice, in writing, to the other parties.
14. **Small Bargaining Unit Supplement.** If the Employer has three or fewer employees being reported to the Trust, it must complete a Small Bargaining Unit Supplement.

EMPLOYER

Curry County
 Name of Employer • Please Print

94235 Moore Street Ste 311
 Street Address • Please Print

Gold Beach OR 97444
 City, State, Zip Code • Please Print

By: [Signature] 4/15/23
 Signature of Employer Representative Date

By: John Herzog
 Employer Representative • Print Name

County Commissioner
 Title of Employer Representative • Please Print

UNION

Teamsters Local Union No. 223
 Name of Union • Please Print

15 82nd Drive STE 10
 Street Address • Please Print

Gladstone OR 97027
 City, State, Zip Code • Please Print

By: [Signature] 12-15-2022
 Signature of Union Representative Date

By: Leslie F Sloy
 Union Representative • Print Name

Secretary-Treasurer
 Title of Union Representative • Please Print

APPROVAL OF TRUSTEES

By: [Signature] 4/27/23
 Chairman Date

By: [Signature] 5/8/23
 Secretary Date

Instructions to Local Unions and Employers:

The Board of Trustees of the Oregon Teamster Employers Trust reserves the right to decline employer contributions unless this Subscription agreement is submitted, correctly filled out, and executed by the contributing employer and union. A duplicate original (or photocopy) of the signed Labor Agreement **MUST BE ATTACHED**. Please keep a copy for your records.

Where an employer association is executing this Subscription Agreement on behalf of several employers, the names and address of the individual employers, and the requested information concerning the form of the employers' businesses should be included on separate attached sheets. Likewise, if a union representative is signing for more than one local union, the names and addresses of the individual local unions should be included on separate sheets. Please keep a copy for your records.

Whenever the employer and the union select benefit plans other than those indicated above in this Subscription Agreement, a new Subscription Agreement must be submitted. Please keep a copy for your records.

Extra copies of benefit plan booklets and extra copies of the Trust Agreement are available from the Trust Administrative Office. The Trust Administrative Office is The William C. Earhart Company, Inc., 3140 N.E. Broadway, Portland, Oregon 97232; phone number 503-460-5212; WATS 1-877-396-4612.