6144

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CURRY COUNTY ROAD DEPARTMENT

AND

TEAMSTERS LOCAL UNION NO. 206

2022 – 2023

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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, sexual orientation, 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. The County shall allow two (2) employees off duty during their normal working hours for the purpose of attending negotiations for renewing the Labor Agreement without any loss of pay. 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.

Stewards shall be entitled to receive reasonable paid time, without loss of compensation, seniority, leave accrual, or any other benefits, in order to perform the following duties:

(1) Investigate and process grievances and other workplace related complaints;

(2) Attend investigatory meetings and due process hearings involving represented employees;

(3) Participate in and prepare for proceedings under ORS 243-650 to 243.806, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;

(4) Participate on the bargaining team for the Union;

(5) Attend labor-management committee meetings;

(6) Meet with newly hired employees at employee orientations or at any other meeting that may be arranged for new employees;

(7) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.

To the extent reasonably possible, above noted activities should not interfere with normal performance of duties. If such activities must take place during employees' work time, advance notice to the supervisor is required. The Employer shall not reduce an employee's work hours in order to comply with this article except to prevent an employee from working unauthorized overtime.

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. Travel, meal and lodging reimbursement and advances shall be in accordance with current County personnel rules.

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.

Section 4. The County will reimburse all employees for the cost of their CDL renewal if job related. The County will also reimburse all employees no more than once annually for that portion of the CDL physical not covered by the employee's medical insurance if job related to a maximum of S200.

Section 5. Retroactive to July 1, 2022 and July of each year of this Agreement, payment of $200 will be issued to all bargaining unit employees who work in the field or shop, for the purchase of work boots. Boots must be worn for safety.

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 twenty (20) 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) months' accrued (48 hours) vacation leave and thereafter vacation leave shall be credited as follows:

Hours of Accumulation per Month

Year of Service	Monthly Vacation Accrual (Hours)
After 6 months of continuous service through 2nd year	8.0
After 2nd year of continuous service through 5th year	10.0
After 5th year of continuous service through 10th year	12.0
After 10th year of continuous service through 15th year	14.0
After 15th 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. The Roadmaster may authorize payoff of excess vacation time at the employee's applicable rate of pay, when an employee is about to lose vacation credit because of accrual limitations, when such pending loss is caused by the insistence that the employee be at work, this prohibiting a scheduled vacation period.

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. Payment Upon Retirement. Employees will be granted credit for accumulated sick leave in the form of increased retirement benefits upon service or disability retirement in accordance with PERS regulations.

Section 3. Transfer of Sick Leave. Employees who have exhausted their accrued leave benefits may obtain sick leave from other County employees (with their written consent) if they require extended time off for a qualified FMLA/OFLA leave. Only employees who have accumulated more than one hundred and forty (140) hours sick leave may make sick leave contributions, and no employee may contribute more than forty (40) hours sick leave per year to any other employee. The exception is if an employee has more than five hundred (500) hours of sick time they may donate up to a cumulative total of two hundred and forty (240) hours per year to one or more employee(s). No employee can receive more than two hundred and forty (240) hours of contributed sick leave in any one calendar year. Once an employee has authorized transfer of sick leave to another employee, that transfer is final.

Section 4. 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 5. 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.

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 nine months 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 scale in which the employee is employed. Retroactive and effective July 1, 2022 all steps of the salary scale shall be increased by three point four percent (3.4%) for all bargaining unit employees.

Steps will be unfrozen during the term of this Agreement.

A compensation salary study of the Curry County Road Department shall be conducted by Portland State University and will be completed by April 1, 2023.

The Curry County Road Department Salary Range and Steps integrates longevity pay.

Longevity Pay

Steps 7-10 (3.25%) (one-time increase at Step 7)
Step 11+ (3.5%) (one-time increase at Step 11)

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

Section 1. Insurance. Effective the first of the month after the date of ratification, the County agrees to pay their contribution to the Oregon Teamsters Employers Trust plan JW, D-6, and V-4 health insurance premium to a maximum of $1,350 per month for all eligible employees in the bargaining unit. Any amount above the $1,350 will be paid by payroll deduction from the employee. Oregon Teamsters Employers Trust health insurance benefits for bargaining unit employees shall terminate on December 31, 2022.

Effective January 1, 2023 all employees in the bargaining unit shall be covered under the Teamsters 206 Employers Plan AAVR. Beginning in January of 2023 based on December 2022 hours and for the duration of the Agreement, the County agrees to pay up to $1,400 per month for Plan AAVR for all eligible employees in the bargaining unit. Any amount above the $1,400 will be paid by payroll deduction from the employee.

All employees covered by this agreement must be compensated for eighty (80) hours per month to establish eligibility for the following month. The Employer accepts as its lawful representatives on the Board of Trustees of the Trust, the Employer Trustees and the Employer further agrees that it is bound by the terms of the Trust Agreement for the Teamsters 206 Employers Plan including any existing and future amendment thereto, which documents are hereby incorporated by reference.

Section 2. 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.

Section 3. Voluntary Employee Benefits Association (VEBA). Retroactive to July 1, 2022, the County shall establish an HRA VEBA for bargaining unit employees. The County shall contribute seventy-five dollars ($75) per month per full time employee.

ARTICLE 24- DURATION

This agreement shall be effective on July 1, 2022 and, except as amended or modified, shall remain in full force and effect through June 30, 2023. 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 2 day of December, 2022, 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:

Geoff Stewart, Secretary-Treasurer

CURRY COUNTY:

John Herzog, Chair

Christopher Paasch, Vice Chair

Court Boice, Commissioner 10-28-22

ARTICLE 25 – EXECUTION/SIGNATURES

Executed this 2nd day of December, 2022, 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:

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Geoff Stewart, Secretary-Treasurer

CURRY COUNTY:

Herzog

John Herzog, Chair

Christopher Paasch, Vice Chair

Court Boice, Commissioner 10-28-22