

Labor Agreement

Between

Black Butte Ranch County Service District
(Department of Police Services)

And

General Teamsters Local Union No. 324
July 1, 2020 through June 30, 2025



DC-2021-621

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PREAMBLE

This Agreement is entered into by and between the Black Butte Ranch County Service District, hereinafter referred to as the 'District' and the General Teamsters Local Union No. 324, hereinafter referred to as the 'Union' for purposes of setting forth the full agreement between the parties concerning rates of pay, schedule of hours and other conditions of employment affecting members of the bargaining unit.

Both the District and the Union recognize that it is in their mutual interest to provide the highest level of service possible including safety and security to Black Butte Ranch. Therefore, both parties agree to promote business practices which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, and protection of property and avoidance of interruptions. The parties will cooperate fully to secure the advancement and achievement of the purposes.

ARTICLE I-RECOGNITION

Section 1.1 The District recognizes the Union as the sole and exclusive bargaining agent for all full-time employees performing police duties, excluding temporary employees, volunteers, the Police Chief, Sergeant and Administrative Assistant.

ARTICLE 2-MANAGEMENT RIGHTS

Section 2.1 In order to operate its business, the District, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees; to contract; and to determine the number of employees, including the number of employees assigned to any particular operation or shift.

Section 2.2 Any of the rights, powers, authority and functions the District had prior to the negotiation of this Agreement are retained by the District and the express provisions of this Agreement constitute the only limitations on the District's right to manage its' business. The District not exercising rights, powers, authority and functions reserved to it, or it's exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its' right to exercise them in some other way not in conflict with a specific provision of this Agreement.

Section 2.3 All other traditional rights of management are also expressly reserved to the District. The express provisions of this Agreement constitute the only limitations upon the District's right to manage its' business as set forth in Article 5.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 The District and the Union agree not to discriminate against any employee on the basis of race, color, sex, age, national origin, marital status, religion, disability or Union activity or non-Union activity.

Section 3.2 The terms of this Agreement shall be applied equally to all members of the bargaining unit.

ARTICLE 4 - UNION RIGHTS

Section 4.1 – New Hires The District agrees to provide each new hire a copy of this Agreement upon their employment as described under Article 1. The Union will provide sufficient Copies of the Agreement for this purpose. Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement.

Section 4.2 - New Employee The District shall notify the Union of all eligible new hires including names, addresses and dates of hire.

Section 4.3 – Union Visitation A duly authorized representative of the Union, upon reasonable notice, may be permitted at reasonable times to enter the facilities operated by the District for the purpose of transacting Union business. However, the Union's representative shall, upon arrival at the District's facilities, request permission from the Chief or his designee to transact Union business. Transaction of any business shall be conducted in an appropriate location subject to rules, applicable to non-employees and shall not interfere with the work of employees. No visitations shall disrupt care or productivity and the District reserves the right to discontinue such visitations at any time.

Section 4.4 All Union activities shall be on the employees' own time and shall not take place during working hours. Union members will be given unpaid time off to participate in Union activities with 14 days' notice to the department, subject to approval by the Police Chief.

Section 4.5 - Bulletin Boards The District will provide bulletin board space which the Union may utilize for official Union business. The District shall determine location and size and all postings shall be approved by the District.

Section 4.6 - Hold Harmless The Union will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District as a result of any action taken pursuant to the provisions of Section 4.2. The Union and the District each agree to reimburse any money paid or not paid in error within 30 days of notification of such error.

ARTICLE 5 - SCOPE OF AGREEMENT

Section 5.1 The Agreement expressed herein in writing constitutes the entire agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of the rights of the Union and the rights of any employee covered by this Agreement and shall supersede all previous oral and written agreements between the District and the employees. The District is under no obligation to maintain past practices, existing conditions or historical prior benefits, oral or written.

ARTICLE 6 - RIGHT TO CONTRACT

Section 6.1 The District expressly reserves the right to contract bargaining unit work to non-District employees in the event of unforeseeable workloads or for other business reasons. The District agrees that it will notify the Union prior to sub-contracting bargaining unit work. The District will not contract for the purpose of displacing existing employees.

ARTICLE 7 - ASSIGNMENT OF PERSONNEL

Section 7.1 The decision to hire, schedule, transfer, assign, and promote employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work records as determined by the District.

ARTICLE 8 - HOURS OF WORK

Section 8.1 All hours of work and work schedules shall be determined solely by the District.

Section 8.2 The official workweek for all employees begins at 12:01 a.m. on Sunday and ends at 12:00 midnight the following Saturday. Except for twice per fiscal year, no employee shall be required to work more than six (6) consecutive days. This provision shall not apply in the event of an emergency or unforeseeable events.

Section 8.3 The District shall make a good faith effort to schedule training days to coincide with employees' normal work schedule.

ARTICLE 9 - SAFETY

Section 9.1 The District and the Union agree to cooperate in the continuing objective to eliminate accidents and health hazards.

Section 9.2 All employees are encouraged and expected to inform their supervisor of safety concerns in the workplace including health and safety issues.

ARTICLE 10-INSURANCE

Section 10.1 Effective July 1, 2021, the District agrees to provide health benefits coverage to each employee under the GW, D6, and V4 of the Oregon Teamster Employers Trust, at no cost to the employee.

Section 10.2 The District reserves the right to select or change insurance carriers with 60-day advance notice to the Union. The District further agrees that there will be no reduction in the District's contribution toward comprehensive health coverage if a decision to change carriers is implemented. Prior to making any change, the District will meet and confer with the Union.

Section 10.3 Insurance Reopener: During the term of this agreement, either party may reopen this Article to address unforeseeable issues including the Affordable Care Act.

ARTICLE 11-WAGES, CERTIFICATION & OVERTIME

Section 11.1-Wages The wage schedule is contained in Attachment 'A'.

Section 11.2 – Incentive Pay Incentive pay shall include the following:

DPSST Intermediate Certificate	\$ 75 per month
DPSST Advanced Certificate	\$150 per month
Field Training Officer	\$ 75 per month
Evidence Officer	\$ 75 per month
Range Master/Firearms Instructor	\$ 75 per month
Longevity Pay:	\$50 per month for 5 to 10 years of service \$90 per month for 10+ years of service

Years of service is defined as the actual length of time, excluding leaves of absence, the employee has worked on a continuous basis for the Black Butte Ranch Service District or for the Black Butte Ranch Department of Public Safety as a paid year-round employee.

Employees must maintain satisfactory evaluations in order to be eligible. Certificate pay shall begin the first day of the month following receipt and submission of information to the District.

Employees are only eligible for FTO incentive pay for the actual hours assigned to FTO duties. When an employee is assigned to FTO duty, District will provide written notice to the employee of the employee's assigned FTO hours.

Note: It is expressly understood that assignments to this FTO, Evidence and Range Master positions are purely at the discretion of the District. All assignments shall be authorized in writing.

Section 11.3 - Call Back Pay Officers called back to duty outside of their regularly scheduled shifts shall receive a minimum of three (3) hours pay at the overtime rate.

Section 11.4 – Overtime Overtime hours worked will be compensated at the rate of one and one-half times the employee's regular rate of pay or, if compensatory time off is granted in lieu of pay, at the rate of one and one-half hours for each overtime hour worked. Paid time off during the regularly scheduled workweek shall not be considered time worked and shall not be included in the computation of overtime hours. Overtime shall be paid for all hours worked beyond an employee's scheduled daily shift or in accordance with the Fair Labor Standards Act (FLSA) or rules or regulations of the State of Oregon. Overtime shall not be paid twice for the same hours worked.

The start time for each work shift will be determined by the Police Chief. By agreement between the employee and the District, an employee may receive Compensatory time off in lieu of payment for overtime hours worked. The Compensatory time off accrual shall not exceed forty (40) hours.

ARTICLE 12-SICK LEAVE

Section 12.1 - Medical/Sick Leave The District recognizes that certain illnesses or injuries, including pregnancy, and related conditions, may require an extended period away from work. Medical/Sick Leave is available only if necessitated by an illness or injury to the employee or the employee's pregnancy.

Medical/Sick Leave may be used because of the illness/injury of one of the employee's immediate family if approved by the Chief, or in his absence, by the Sergeant. To qualify for Medical/Sick Leave, an individual must be a regular full-time employee. A physician's statement documenting an employee's illness/injury may be required at the option of the Police Chief, or designee, if an employee utilizes three (3) or more consecutive days of sick leave or if the employee is demonstrating a pattern of sick leave abuse. Abuse of sick leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement.

The duration of leave will be determined by the employee's physician, subject to verification by a physician of the District's choosing. A physician's release for return to work may be required at the option of the Police Chief, or designee, if an employee has been off work for three (3) or more consecutive days because of illness or injury.

Section 12.2 - Accumulation of Medical/Sick Leave Employees shall accumulate eight

(8) hours per month or 96 hours per year. There is no limit to the number of Medical/Sick Leave hours that can be accumulated by an employee. A record will be kept of the employee's accumulation of Medical/Sick Leave. When an employee leaves employment with the District, the employee's accumulated Medical/Sick Leave may be converted into retirement benefits in accordance with the provisions of the retirement system in place for public employees in the State of Oregon (PERS prior to January 1, 2005) in effect at the time the employee leaves employment with the District. Medical/Sick Leave has no cash value. Employees who resign, retire or are terminated by the District have no vested interest in unused Medical/Sick Leave and receive no payment for it when an employee leaves the District.

ARTICLE 13 - PERSONAL TIME OFF (PTO)

The District provides a program for eligible employees to earn time off from work with pay. Such earned time will be granted for vacation and holidays. PTO consists of hours of credit earned by eligible employees based on paid hours of service, excluding overtime hours. Employees will use PTO hours prior to taking unpaid time off.

Section 13.1 – Eligibility All full-time employees are eligible to participate in the PTO program. Accrual begins on the first day of the month following date of hire.

Years of Service/Completed Maximum Vacation/Holiday Hours

- Step 1: All employees 0-5 Years:
96 hrs. vacation + 80 hrs. holiday = 176 hrs./year
14.7 hrs./month; 3.38hrs/week
- Step 2: DPSST Certified Employees with 5 or more years of Sworn Law Enforcement experience who have completed their probationary period.
144 hrs. vacation + 80 hrs. holiday = 224 hrs./year
18.7 hrs./month; 4.31 hrs./week
- Step 3: DPSST Certified Employees with 2 years BBPD experience and 10 or more years of Sworn Law Enforcement experience; and employees with 10+ years BBPD experience:
192 hrs. vacation + 80 hrs. holiday = 272 hrs./year
22.7 hrs./month; 5.23 hrs./week

The maximum earned hours (vacation and holiday) are calculated at .07697 per paid hour worked (equivalent to 20 days); .09615 per paid hour worked (equivalent to 25 days); and .11540 per paid hour worked (equivalent to 30 days), respectively.

“Years of service” is defined as the actual length of time, excluding leaves of absence, the employee has worked on a continuous basis for the Black Butte Ranch Service District or for the Black Butte Ranch Department of Public Safety as a paid year-r o u n d employee.

Section 13.2 — Accumulation Holiday/vacation time shall not be accumulated beyond the maximum annual accrued hours (280). Holiday/vacation time shall not accrue when an employee is at the maximum accumulation level.

Section 13.3 - Scheduled Time-Off Time off that has been requested at least fourteen (14) calendar days in advance and has been approved by the supervisor is compensated from accrued holiday/vacation time.

Section 13.4 - Unscheduled Time-Off Unscheduled time off may be requested by an employee for an unexpected emergency due to illness or other reasons. The holiday/vacation time must be approved by the supervisor based on the reason for absence and adequate notice provided of the impending absence. An employee is required to provide notice prior to the start of a scheduled work shift to receive holiday/vacation time for time off.

Section 13.5 - Cash Out Provisions Employees who terminate, retire, or transfer to an ineligible status shall be paid for any accrued holiday/vacation time through their last day worked.

Section 13.6 Employees may request pay in lieu of time off, once per year, up to forty (40) hours but not to exceed their total accrued hours, for emergencies. The request must be approved by the supervisor who will review the request and notify the employee of the decision. Accrued holiday/vacation time credit will be reduced by the amount paid out.

Section 13.7 - Bereavement Leave In case of a death in the immediate family of a regular employee, the employee, upon request, shall be allowed three (3) full shifts off with pay for the purpose of attending the funeral and assisting in the arrangements thereof. The immediate family will be defined as the employee's spouse or children, stepchild, mother or father, stepmother, stepfather, sister, brother, present sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents of the employee or spouse, or grandchildren.

ARTICLE 14 - PERSONNEL RECORDS

Section 14.1 Employees have the right to inspect their own personnel record in the presence of a management representative. In order to keep records of employment up-to date, it is the responsibility of the employee to notify the District of changes such as: name and address, telephone number, marital status, dependents, certifications, licenses, and other pertinent information.

ARTICLE 15 - STATE RETIREMENT SYSTEM MEMBERSHIP

Section 15.1 The District is a participating member of the retirement system in place for public employees of the State of Oregon ("Retirement System" PERS prior to January 1, 2005.) Employees must comply with the eligibility requirements of the Retirement System for participation in the Retirement System. Once an employee meets the eligibility requirements for participation in the Retirement System, the District will contribute to the Retirement System, on behalf of each eligible employee, the employer's portion, which is based on an actuarial premium, and the employee's six percent (6%) contribution to the Retirement System. If the District's total contribution exceeds thirty percent (30%) during the term of this contract, the employee shall contribute any amount over thirty percent (30%) up to thirty-six percent (36%). Thereafter the Employer will contribute the additional amount required. Total contribution by employees shall not exceed that allowed under state law.

Section 15.2 By Resolution No. 91-009 dated February 13, 1991; the Deschutes County Board of Directors determined that the District would not participate in Federal Social Security benefits pursuant to ORS 237.41 to 273.520.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1 The District will promptly consider and respond to employee grievances relating to employment conditions and relationships. Furthermore, the District prefers to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise. An employee, at his or her discretion may elect to be represented by the Union at any step of the grievance procedure.

Section 16.2 - Grievance Procedure The following steps are to be followed in submitting and processing a formal grievance.

Step I. The aggrieved employee or group of employees should verbally present the grievance to the immediate supervisor within ten (10) days of the occurrence of the problem. The supervisor shall give his/her oral reply within ten (10) working days of the date of the presentation of the grievance, not including the date of presentation.

Step II. If the grievance is not fully settled in Step I, it shall, in detail, be reduced to writing, dated, signed by the aggrieved employee or group of employees, and presented by the aggrieved party to the Chief within ten (10) working days after the supervisor's oral reply is given (not including the day the answer is given). The Chief shall reply in writing to the grievance within ten (10) working days of the date of the presentation of the written grievance (not including the day of presentation).

Step III. If a grievance arising out of a suspension without pay or termination is not settled at Step II, the Union may initiate the formation of a Joint Conference Committee to hear the matter. The District shall be notified within ten (10) working days from the denial of the Step II grievance if the Union desires to pursue the grievance. The Joint Conference Committee shall consist of two panel members selected by the Union from a different Local Union, and the District shall appoint two panel members who are not employees or

Board Members of the District. The decision reached by the majority of the four panel members shall be binding on the parties. If the panel is unable to reach a majority decision, the Union may appeal the suspension or termination to Step IV below.

Step IV. If the grievance from Step II or Step III still remains unsettled, within seven (7) calendar days after the response of the Chief or Joint Conference Committee, the parties or their representatives shall submit the matter to the State of Oregon Employee Relations Board for final determination. The Board's decision shall be final and binding.

The Board shall be asked to submit an award within thirty (30) calendar days from the date of the hearing.

The parties shall pay an equal amount for the cost of the Board's professional fee and expenses and the cost of any hearing room.

Section 16.3 - Time Limits If the grievance procedures established by this Section are not initiated within the time limits, the grievance shall be considered not to have existed.

Section 16.4 - District Liability If the District fails to meet or answer any grievance within the time prescribed for such action, the grievance shall automatically advance to the next step.

Section 16.5 - Extension of Time Limits The time limits for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties involved. Mutual consent should be indicated in writing and signed by all parties involved.

ARTICLE 17-DISCIPLINE AND DISCHARGE

Section 17.1 No disciplinary action shall be taken without just cause. Disciplinary action shall be progressive in nature, beginning with a written warning, but, in all cases, the level of discipline shall be appropriate for the nature of the offense committed.

Section 17.2 Possible disciplinary actions include the following:

1. Written warning
2. Suspension
3. Demotion
4. Discharge

Section 17.3 Any written warning notice shall specify the misconduct for which the written warning is given and, if applicable, shall also specify the departmental rule, regulation, law or policy violated. A copy of the written warning will be sent promptly to both the employee and the Union.

Section 17.4 For any disciplinary action taken, reasonable efforts shall be made to take the disciplinary action in a manner that will cause the least amount of embarrassment for the employee before other employees or the public.

Section 17.5 Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the grievance procedure specified under this labor agreement.

Section 17.6 This Article shall not be construed to prohibit or abridge the District's right to give an oral warning. Oral warnings are not subject to the grievance procedure.

ARTICLE 18 - PROBATIONARY PERIOD

Section 18.1 Every new employee shall serve a probationary period of eighteen (18) months unless modified by mutual agreement. During this period, a probationary employee may be terminated with or without cause and such termination shall not be subject to the grievance procedure. New employees who maintain a current and valid DPSST certificate shall serve a one year (twelve months) probationary period.

ARTICLE 19-STRIKES AND LOCKOUTS

Section 19.1 The Union and its members, as individuals or as a group will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing or any other restriction of work at any location in this District. Employees in the bargaining unit, while acting in the course of their employment shall not honor any picket line establishment in the District by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

Section 19.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation, and the obligations set forth in Section 19.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 19.3 There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 20-UNIFORMS

Section 20.1 All uniforms provided by the District will be of standard issue. Uniforms are defined as:

Shirt – Tie – Pants – Jacket – Hat - Vests

Uniform replacement orders will be placed after a request form is completed and turned into the Sergeant for approval and ordering. When new items are received, they are to be left for the Sergeant to issue for recording purposes. Alterations on uniforms should be done when uniforms are purchased. Any other alterations will be at officer's expense unless authorized by Sergeant or Chief before the alterations are done.

Boot Replacement: The Department requires a standard type of boot. The District will pay up to \$275 once every two years as a boot allowance. If officers desire a boot that exceeds the boot allowance, the officer will pay the difference. All styles of boots will need prior approval of the Sergeant and Chief. All orders will be placed through the Sergeant. The boot allowance can be carried over to the following year if not used, to a maximum of two years. If not used within two years, officers will lose accrued allowance.

ARTICLE 21 - JURY DUTY

Section 21.1 Employees shall be granted leave with pay for service upon a jury, provided, however, that the salary paid to such an employee for the period of absence shall be reduced by the amount of money received by employee for such jury service, and upon being excused from jury service for any day an employee shall immediately contact the Chief for assignment for the remainder of his or her regular workday.

ARTICLE 22 - SAVINGS CLAUSE

Section 22.1 Should a section, paragraph or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific section, paragraph or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to enter into negotiations for a substitute, if possible, for the invalidated section, paragraph or portion thereof.

ARTICLE 23 - TERM OF THE AGREEMENT

This Agreement shall be effective July 1, 2020, and remain in full force and effect through June 30, 2025


Black Butte Ranch County Service District



Rikki Goede - Board Chair

Dated: 7-8-2021

General Teamsters Local



Chris R. Muhs – Secretary/Treasurer

Dated: 7-8-2021

Deschutes County Board of Commissioners

Recording Secretary

Dated: _____

MEMORANDUM OF UNDERSTANDING

Between

Black Butte Ranch County Service District (Department of Police Services)

&

General Teamsters Local Union No. 324

Dated this _____ of _____, 2021.

ATTEST:

Recording Secretary

BOARD OF COUNTY COMMISSIONERS

OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE BLACK BUTTE RANCH SERVICE DISTRICT.

Anthony DeBone, Chair

Phil Chang, Vice Chair

Patti Adair, Commissioner

ATTACHMENT "A"

Black Butte Ranch Patrol Officer Salary Schedule

Effective ;

Wages:

July 1, 2020 2.6% (retro)

July 1, 2021 5.7% Based upon 1% + Current CPI

July 1, 2022 CPI based upon current formula with floor of 2% and ceiling of 5%

July 1, 2023 CPI based upon current formula with floor of 2% and ceiling of 5%

July 1, 2024 3% plus CPI based upon current formula with floor of 2% and ceiling of 5%

Notes:

- (1) All step advancements are subject to satisfactory performance as determined by the District.
- (2) All new (inexperienced officers) shall be placed on Step 1. Following 12 months of satisfactory performance, new employees may, on their anniversary date, be moved to Step 2.
- (3) New hires with prior experience will be placed on the step schedule as determined by the District.

July 1, 2020, July 1, 2021, July 1, 2022, July 1, 2023 and July 1, 2024: Salary schedule to be increased by 2.0% minimum and 5% maximum using the COLA formula below.

COLA Formula: Salary increase % will be determined by measuring the CPI-W, all US City average between May 1 and April 30 prior to each July 1 increase and determining the percentage change in the Index for that 12 month period.

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

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

1. Labor Agreement.

EMPLOYER: Black Butte Ranch County Services (Department of Police Service) (hereafter Employer)
Please Print

UNION: General Teamsters Local No. 324 (hereafter, Union) are
Please Print

parties to a collective bargaining agreement (hereafter, Labor Agreement). The Labor Agreement is effective from July 1, 2020, to June 30, 2025.

You must attach a copy of the signed Labor Agreement. The health and welfare provisions are on page 6.

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) Eighty
- (b) Define the type of hours that are reported (hours worked; hours compensated; straight time hours, etc.): Compensated
- (c) Identify any initial probationary period: None

(d) Identify any contractually excluded classes of Employees (i.e., seasonal, etc.): Temporary
Volunteers, Police Chief, Sergeants, Administrative Assistants.

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	<u>G.W</u>	<u>7-1-20</u>	<u>6-1-20</u>
Health & Welfare Plan			
Dental Plan	<u>D.G</u>	<u>7-1-20</u>	<u>6-1-20</u>
Dental Plan			
Vision Plan	<u>V-4</u>	<u>7-1-20</u>	<u>6-1-20</u>
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

UNION

Black Butte Ranch County Services (Department of Public Services)
Name of Employer • Please Print

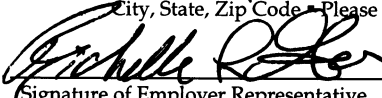
General Teamsters Local Union No. 324
Name of Union • Please Print

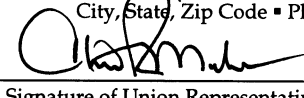
P.O. Box 8244
Street Address • Please Print

2686 Portland Rd N.E.
Street Address • Please Print

Black Butte, OR 97759
City, State, Zip Code • Please Print

Salem, OR 97301
City, State, Zip Code • Please Print

By:  7-8-2021
Signature of Employer Representative Date

By:  7/8/2021
Signature of Union Representative Date

By: MICHELLE GOEDE
Employer Representative • Print Name

By: CHRIS R. MUHS
Union Representative • Print Name

Board Chair
Title of Employer Representative • Please Print

Secretary-Treasurer
Title of Union Representative • Please Print

APPROVAL OF TRUSTEES

By: _____
Chairman Date

By: _____
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.