

**DOUGLAS COUNTY, OREGON**

**AND**

**TEAMSTERS LOCAL UNION No. 223**

**COLLECTIVE BARGAINING  
AGREEMENT**

**July 1, 2005 to June 30<sup>th</sup>, 2006**

# AGREEMENT

between

**DOUGLAS COUNTY, OREGON**  
and

**TEAMSTERS LOCAL 223 of PORTLAND, OREGON, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

THIS AGREEMENT is entered into by the Board of County Commissioners for Douglas County, Oregon, hereinafter referred to interchangeably as the "Board" or the "County" and Teamsters Local 223 of Portland, Oregon, an Affiliate of the International Brotherhood of Teamsters, hereinafter referred to as "Union." References to the Board or County shall include any management personnel designated to act on behalf of the County in the day-to-day operation of any department or other management function.

## **ARTICLE I - Recognition**

1.1 Subject to the exclusions set forth below, the County recognizes the Union as the sole and exclusive bargaining agent of the full-time regular hourly employees of the Operations and Maintenance Division of the Douglas County Public Works Department, Weighmaster Division in the Sheriff's Department, and shop employees in Fleet Services Department in the classification of:

### **CLASS NO.**

F57	Weighmaster
M01	Public Works Maintenance Worker 1
M02	Public Works Maintenance Worker 2
M03	Public Works Maintenance Worker 2B
M10	Light Equipment Operator
M15	Heavy Equipment Operator
M20	Maintenance Blade Operator
M25	Surfacing Operator
M30	Herbicide Truck Operator
M33	Herbicide Applicator
M36	Culvert Flusher
M38	Paint Striper
M40	Bridge Carpenter
M42	Bridge Equipment Operator
M43	Bridge Welder
M51	Operations and Maintenance Leadworker 1
M52	Operations and Maintenance Leadworker 2
M82	Solid Waste Site Attendant

M86 Solid Waste Truck/Equipment Operator  
M88 Solid Waste Monitoring and Testing Specialist  
N01 Fleet Services Worker  
N02 Fleet Services Assistant  
N05 Fleet Services Technician  
N20 Fleet Services Mechanic Specialist  
N26 Fleet Services Purchasing Coordinator  
N30 Mechanic  
N35 Mechanic Leadworker

for purposes of negotiating with the Board on matters concerning wages, hours, fringe benefits and other conditions of employment; provided, however, said employees are employed in the Operations and Maintenance Division of the Douglas County Public Works Department, Weighmaster Division of the Sheriff's Department, or as shop employees in Fleet Services Department, on a full-time basis. Supervisory, confidential, seasonal or temporary employees, defined as personnel hired for a limited period, such as the summer, or for specific projects, as well as personnel hired pursuant to a state or federal grant, shall be excluded from the bargaining unit. Seasonal and temporary employees will not be employed in bargaining unit classifications, identified above, until all bargaining unit employees who have been laid off, who are eligible for recall, and who have indicated their availability have been recalled or offered recall. Nothing in this Agreement shall be construed to limit the performance of bargaining unit work by supervisors, contract employees, or other non-bargaining unit personnel as needed to assist, perform special projects, to fill in for absent employees, or to provide vacation, holiday, or other relief.

**1.2** It is recognized that not all classifications set forth above are budgeted and/or filled. Nothing in this Agreement will be construed to imply any limitation on the County's right to create, eliminate, fill, or not fill any job classification.

## **ARTICLE II - Union Security**

**2.1 Fair Share.** Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payment shall be in the same amounts as provided for regular Union dues, initiation fees and assessments. This section shall be referred to as "Fair Share" Agreement, and the County shall deduct from the first salary check or each employee, each month, the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made. The Union agrees to hold the County harmless from loss resulting from this Article II.

**2.2 Religious Objection.** Any employee who is a member of a church or religious body having bona fide religious tenets or teachings, which prohibit association with a labor organization or the payment of dues or payment in lieu of dues to a labor organization, shall pay an amount of money equivalent to regular Union dues, initiation fees and assessments to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The

County shall deduct from the first salary check of each such employee, each month, the payments to such charitable organization and shall remit the same to the charitable organization within ten (10) days after the deduction is made. The employee shall supply proof to the Union, each month, that this has been done.

### **ARTICLE III - Management Rights**

**3.1** It is recognized that an area of responsibility must be reserved to the Board if County government is to serve the public effectively. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the Board, or by management personnel to whom the Board may delegate such responsibilities, and are not subject to negotiation. By way of illustration, and not of limitation, the following are listed as such management functions.

**3.1.1** The determination of the governmental services to be rendered to the citizens of Douglas County.

**3.1.2** The determination of the Board's financial, budgetary, accounting and organization policies and procedures.

**3.1.3** The continuous overseeing of personnel policies, procedures, and programs promulgated under any ordinance or administrative order of the Board establishing personnel rules and regulations not inconsistent with any other term of this Agreement.

**3.1.4** The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the department or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.

**3.1.5** This article shall not preclude the Union and the Board from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems for generally improving relations between the parties, or (2) negotiating on any matter during the open negotiation period before termination as provided in Article XVIII.

### **ARTICLE IV - Checkoff**

**4.1** Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing deductions of membership dues and initiation fees in the Union. Such authorization shall continue in effect from

year to year unless revoked or changed in writing. Pursuant to each authorization, the County shall deduct such dues and initiation fees from the first salary check of said employee each month. The amounts deducted shall be transmitted within ten (10) days to the Union. The Union agrees to hold the County harmless from loss resulting from operation of Article IV.

## **ARTICLE V - Hours of Work**

**5.1 Reporting Place.** The primary reporting place for all employees shall be the shop headquarters from which the normal workday is started. When it becomes necessary to begin the workday at a place other than the regular reporting place, the workday shall begin at:

**5.1.1** The shop headquarters where the equipment is stored; or

**5.1.2** The workday will begin at the jobsite at an assigned time as specified by the County. Employees who are transported to the jobsite in County-owned vehicles will be paid for time in such travel as follows:

**a.** All time spent riding to and from the jobsite shall be treated as preliminary and postliminary to the regular workday and shall not be included as part of the regular workday for any purpose, including the computation of overtime, and shall be paid at straight-time rates.

**b.** All time spent riding to and from the jobsite shall be paid at straight-time entry rate of pay applicable to Public Works Maintenance Worker 1 (Class No. M01) in effect under this Agreement at the time of such travel.

**c.** Employees who operate County vehicles for the purpose of transporting other employees to and from jobsites shall be compensated at the rate of pay applicable to the employees' regular classification. Crew bus driving shall be treated as part of such employee's regular workday for overtime purposes.

**5.1.3** Travel time pay may, on written employee request, be accumulated at straight time at the Class No. M01 entry rate in the form of compensatory time off up to a maximum of eighty (80) hours, including compensatory time off accrued by reason of overtime under Article XI, Section 11.7.1 (Overtime Compensation). Compensatory time off shall be scheduled by mutual agreement between the employee and the departmental supervisor on the basis of efficient operation of the department and the availability of relief on advance request to the departmental supervisor of not less than seventy-two (72) hours.

**5.1.4** In the case of district blade operators, the reporting place shall be where the blade is parked unless directed to report to the district shop by his immediate supervisor.

**5.2 Regular Hours.** The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

**5.3 Workweek.** The workweek shall consist of five (5) consecutive workdays, four (4) consecutive ten (10) hour days, equaling a forty (40) hour work week, as designated by the Board on not less than seven (7) calendar days notice to affected employees, except for employees' continuous operations discussed below. No guarantee of work is implied or intended by this section.

**5.4 Workday.** Employees shall report to their primary reporting place, as defined in Article V, section 1, at the scheduled time. The workday shall consist of eight (8) or ten (10) consecutive hours excluding the scheduled unpaid lunch period and including travel time to and from the jobsite in the event employees are directed to report to the shop headquarters. The daily shift shall be defined as the period between the time designated by the County for the beginning and end of work.

**5.5 Work Schedules.** Except for emergency situations and as designated in Section 5.3 (Workweek) above, each employee shall be entitled to notice prior to the end of any work shift as to any changes in the starting and quitting times of the shift to which he will be assigned the following workweek or as to assignment to a shift other than the one which he is currently working. Once per week notice of change in work schedules will be given to those involved in continuous operations.

**5.6 Continuous Operations.** Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which work is regularly scheduled on other than a Monday-Friday basis. The work for employees engaged in continuous operations shall consist of five (5) consecutive workdays or four (4) consecutive workdays in the case of employees assigned to a 4/10 workweek schedule. No guarantee of work is implied or intended by this section.

**5.7 Rest Periods.** Fifteen (15) minute rest periods may be provided as close to the middle of each half shift as is practicable except when such interruption would be detrimental to the efficient operation of the crew. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start any overtime work, when it can be reasonably foreseen that the overtime is expected to be a minimum of two (2) hours.

**5.8 Meal Periods.** All employees shall be granted a non-paid lunch period of at least one-half (1/2) hour during each work shift. If an employee is requested to and does accomplish in excess of two (2) hours of overtime work beyond his regular quitting time on that one day, he shall be granted, at a reasonable time with respect to the duration and difficulty of the overtime work, a non-paid meal period of at least one-half (1/2) hour. In such event, the Board may at its option furnish a meal or in lieu thereof reimburse the employee for the cost of the meal at the County per diem rate (no receipt required) or pay for the reasonable actual cost of the meal upon presentation of a receipt. The County will only pay employees for meals actually purchased. Employees are limited to the per diem rate, unless approval is received in advance from management to exceed these rates because of higher uncontrollable cost. The employee shall be granted a sufficient non-paid period of time in which to eat.

## **ARTICLE VI - Paid Holidays**

**6.1 Holidays.** The following days are recognized (and observed as paid) holidays for full-time employees in the County service:

New Year's Day (January 1)  
Martin Luther King Day (Third Monday in January)  
President's Day (Third Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Veteran's Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Christmas Day (December 25)

**6.2** In addition to the designated holidays in Section 6.1 above, one floating holiday per year may be accrued by mutual agreement between employee and his/her supervisor. All floating holidays not taken by the last pay period of each County fiscal year automatically will be paid at straight time to employees in the last pay period of the fiscal year.

**6.3** Whenever a holiday falls on Sunday, the following Monday shall be considered the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Holidays, which occur during vacation or authorized sick leave, shall not be charged against such leave.

**6.4 Holiday Pay.** Eligible employees shall receive eight (8) hours pay for each of the holidays listed above which falls within their workweek and on which they perform no work.

**6.5 Holiday Work.** If an employee works on any of the holidays listed above, he shall, in addition to his holiday pay, receive time and one-half (1-1/2) cash compensation for all hours worked on that holiday.

## **ARTICLE VII - Paid Sick Leave**

**7.1 Accrual.** Sick leave shall be earned by each full-time employee at the rate of eight (8) hours for each full month of service. Sick leave accrual is unlimited. Employees may utilize their allowance of sick leave after having been employed for a period of two (2) full months, when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care when appointments cannot be scheduled outside regular working hours, exposure to contagious disease under circumstances by which the health of the employee with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee, or illness in the employee's immediate family requiring the employee's presence, for such period as the employee has sick leave credit. In the case of death in the employee's immediate family, an employee may

utilize up to three (3) days of sick leave, five (5) days in the event of out of state travel requirements, for the purpose of funeral attendance and arrangements. Prior to the payment of sick leave, an employee may be required to furnish adequate evidence supporting the need for the use of sick leave. Abuse of sick leave is cause for disciplinary action, which may include discharge. It is recognized that the County may investigate sick leave utilization by home visits or other reasonable means. An employee may be required to furnish a doctor's certificate for any absence involving sick leave utilization if the County believes that sick leave abuse has occurred.

**7.2 Immediate Family.** An employee's immediate family shall be defined as mother, father, spouse, sister, brother, child, but shall also include any relative residing in the employee's immediate household.

**7.3 Separation.** No compensation for accrued sick leave shall be allowed for any employee when he is separated from the County service.

**7.4 Leave of Absence.** Sick leave shall not accrue during any period of leave of absence without pay.

**7.5 Notification.** Any employee who is ill and unable to report to work shall make a reasonable effort to notify his immediate supervisor at least thirty (30) minutes prior to his reporting time. In case of a continuing illness, the employee shall continue to notify his immediate supervisor of his inability to report to work.

**7.6 Retirement.** During the term of this Agreement, the County agrees to continue its participation in the Public Employees' retirement System (PERS) or its successor as determined by applicable law and to pick up the employee's six percent (6%) contribution to PERS. Employees who retire while a member of the bargaining unit may utilize one-half of their accrued but unused sick leave for the purpose of calculating PERS retirement benefits as provided under ORS 237.153 and applicable PERS regulations.

## **ARTICLE VIII - Paid Vacation Leave**

**8.1 Eligibility and Accrual.** Employees covered by this Agreement shall, after having served continuously for twelve (12) full work periods, be credited with 44.4 hours vacation, and thereafter accrue vacation leave per pay period as outlined below:

6 months through 5 <sup>th</sup> year	3.70 hours per pay period of continuous service in the year;
After 5 <sup>th</sup> year through 10 <sup>th</sup> year	4.62 hours per pay period of continuous service in the year;
After 10 <sup>th</sup> year through 15 <sup>th</sup> year	5.54 hours per pay period of continuous service in the year;
After 15 <sup>th</sup> year	6.47 hours per pay period of continuous service in the year;
After 20 <sup>th</sup> year	7.40 hours per pay period of continuous service in the year.



**8.2 Continuous Service.** Continuous service shall be service unbroken by separation from the County service, other than by military, Peace Corps, vacation or sick leave. Time spent on other types of authorized leave will not count as time of continuous service; except that, employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

**8.3 Vacation Times.** Vacation times shall be scheduled primarily upon the needs of efficient operation and the availability of vacation relief. In case of any conflicts between employees within each department/ division/section and within the bargaining unit, concerning the scheduling of vacations, the employee with the longest period of service within the bargaining unit shall be given first consideration.

**8.4 Accumulation.** An employee may accumulate up to five (5) workweeks (200 hours) of vacation credit. An employee who is about to lose vacation credit because of accrual limitations, when such impending loss is caused by the County's insistence that the employee be at work during a scheduled vacation period, may, by notifying his supervisor five (5) days in advance, absent himself to prevent loss of this vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. In lieu of the employee absenting himself from work as provided above, the County, at its option, may pay off the excess vacation time at the employee's applicable rate of pay; such payment shall be made by the month following the month in which the employee would have had to absent himself from work. No payment shall be made for vacation time lost by an employee because of accrual limitations unless the failure to take vacation is caused by the County's insistence that the employee be at work during a scheduled vacation period.

**8.5 Termination or Death.** After six (6) months service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his heirs, whichever the case may be.

## **ARTICLE IX - Other Leaves**

**9.1 Leave of Absence.** In instances where it will not seriously disrupt the operation of the County by the temporary absence of an employee, leaves of absence without pay for a limited period, not to exceed thirty (30) days may be granted for any reasonable purpose, and such leaves may be renewed or extended by the Board for any reasonable period.

**9.2 Jury Duty.** Employees shall be granted leave with pay at the regular straight-time rate any time they are required to report to jury duty or jury service, provided that the amount of money received for jury service shall, upon receipt, promptly be assigned to the County as a condition of such payment. This provision shall be inapplicable to any jury service which may be of a voluntary nature.

**9.3 Union Business.** Employees elected to the Union office or selected by the Union to do work which takes them from their employment with the County, may be granted leave with pay provided that application of this provision shall be limited to contract negotiations and no more than three (3) committeemen. Amount of leave will be determined by the Board at such time the need arises.

**9.4 Military and Peace Corps Leave.** Military and Peace Corp leave shall be granted in accordance with Oregon Revised Statutes.

**9.5 Effect on Vacation Leave.** Any employee who is granted a leave of absence without pay for a period in excess of thirty (30) calendar days normally shall first be scheduled for any vacation leave that has accrued to his credit before he is placed on leave without pay.

**9.6 Failure to Return From Leave.** Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his position with the County, and his position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of his leave of absence, has furnished evidence that he is unable to return to work by reason of sickness, physical disability, or other legitimate reason of sickness beyond his control.

**9.7 Absence Without Leave.** An absence of an employee from duty, including any absence from a single day or part of a day, that is not authorized by a specific granted or leave of absence under the provisions of this Agreement shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.

**9.8 Family and Medical Leave.** Family and medical leave will be granted in accordance with applicable state and federal law.

## **ARTICLE X - Health and Welfare**

**10.1** The County will maintain a plan meeting the requirements of Section 125 of the Internal Revenue Code. It is the intention of the County to consider the recommendations of the Employee Benefit Committee, concerning benefit plans in which the bargaining unit participates.

**10.2** Effective July 1, 2005 the County shall pay not more than \$941.00 per employee per month for the below listed health and welfare benefits.

Effective January 1, 2006 the County shall pay not more than \$999.41 for the below listed health and welfare benefits:

Oregon Teamster Employer's Trust  
Medical Plan FW  
Dental Plan 6  
Vision Plan 4  
Retiree Plan 3

**10.3** To the extent not provided under the terms of the plan, the County agrees to pay the cost of physicals which may be required by the Oregon Department of Transportation, provided that in such event the County shall designate the examining physician and shall be entitled to receive copies of such information as may result from the physical examination.

## ARTICLE XI - Wages

**11.1 Compensation Plan.** Effective July 1, 2005, the County shall adjust all wage rates upward by an increase of one (1) percent.

### **11.2 Administration of Compensation Plan.**

**11.2.1 Rates of Pay.** Each employee shall be paid at one of the rates in the salary range for the class in which he is employed.

**11.2.2 Entrance Salary.** Normally an employee will be appointed or reinstated at the entrance rate for the class. If an appointing power believes it is necessary to make an appointment or reinstatement above the entrance rate, authorization must be obtained from the Board. In determining such requests, the Board shall give consideration to the qualifications of the candidate, availability of applicants and the resulting salary relationship with other similar positions.

**11.2.3 Merit Salary Increases.** Merit salary increases are not automatic. Appointing powers shall recommend to the Board merit increases only for those employees who have demonstrated high standards of work performance. An employee whose merit increase has been deferred or denied shall be advised by his supervisor, in writing, of the reasons for such action, and he shall be given suggestions for improving job performance.

(a) **Eligibility for Merit Salary Increases.** A new employee or promoted employee shall be eligible for advancement from the first step of the new range to the next step of the salary range for his/her classification after six (6) months of satisfactory service in such step in that classification. Employee shall be eligible for an additional adjustment at the conclusion of twelve (12) months continuous service following any in-range salary adjustment.

(b) **Exceptional Increases.** An appointing power may request the Board to approve an exception to the general rules regarding salary increases where circumstances warrant such action.

(c) **Movement to a Higher Classification.** When an employee is promoted or reclassified upward, he may be given an immediate increase to the next higher rate in the new salary range.

(d) **Demotion.** If an employee is demoted or reclassified to a class with a lower salary range for reasons which do not reflect discredit on his employment record, his salary rate may remain the same, unless such action would violate Section 11.2.1 (Rates of Pay) above. Demotion for just cause should ordinarily result in a corresponding reduction in salary.

(e) **Transfer.** When an employee is transferred to a different position in a class with the same salary range, his rate of pay remains the same.

**11.3 Higher Classification Work.** The County will certify as provided in Section 11.3.1 below, those employees who are fully qualified to perform duties and operate equipment assigned to higher classification. All work performed by such certified employees within the classification(s) for which they have been certified shall be paid for such work at the higher rate according to promotional policy; provided that they occupy the higher classified position for more than four (4) hours in the shift.

**11.3.1** The senior supervisor concerned, with Department Head concurrence, will certify whether an employee is qualified to perform duties and operate equipment assigned to higher classifications. The time required to become qualified for higher classified jobs will vary, depending upon the complexity of the position, equipment used, and personnel involved. However, an employee should demonstrate within a 40-hour period his capabilities of performing the duties of the position. If at the end of this period the employee feels he is qualified and the senior supervisor does not, the senior supervisor will inform and explain to the employee the area in which he is lacking to be qualified. An additional 40-hour period will be provided for the employee to become qualified in the opinion of the senior supervisor. At the end of this second 40-hour period, the employee will then be paid at the higher classification or not be required to perform the duty. This qualifying period need not be consecutive hours.

**11.3.2** This certification program is for employees performing work in a higher classification and is for the purpose of certifying an employee for higher pay when working in such a higher classification.

**11.3.3 Shift Differential.** The county agrees to provide a thirty-five cent (.35) per hour differential for all hours worked if 50% or more of the regularly scheduled total hours worked per week are between the hours of 3:00 p.m. and 5:00 a.m.

**11.3.5 Ten-Yard Truck.** If two or more employees are working on a single 10-yard truck or other piece of equipment, all involved employees shall receive higher classification pay. This shall apply to snow plowing, and sanding operations only.

**11.4 Pay Periods.** The wages of employees shall be paid on a biweekly basis (every other Friday).

**11.5 Reporting Time.** Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled, but where work is not available to him/her may be assigned other work or shall be excused from duty and paid at his/her regular straight-time rate for four (4) hours minimum, provided that where the employee was called home, or at a telephone number which he/she has provided to the Board, not less than one (1) hour before his/her regular starting time or where the lack of work was caused by conditions beyond the Board's control, this reporting time/pay provision shall be inapplicable.

**11.6 Call-In Time.** Any employee called to work outside of his/her regular shift shall be paid on the basis of two (2) hours minimum call-in pay at the rate of time and one-half (1-1/2) of his/her regular straight-time rate. Extension of a shift or early call to work is exempted from the above provision for "call-in time."

**11.7 Overtime.**

**11.7.1 Definition and Non-duplication of Overtime Hours.** Time and one-half (1-1/2) the employee's hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours nor shall the same hours be used twice for computations of overtime:

- (a) All authorized work performed in excess of forty (40) hours in any workweek.
- (b) All authorized work performed on Sunday except as excluded in the case of continuous operations as defined in Section 5.6 hereof.
- (c) All authorized work performed on regularly scheduled days off in the employee's workweek.

**11.7.2 Overtime Compensation.** Compensation for overtime will be cash provided at the rate of time and one-half (1-1/2) for any hours worked in excess of forty (40) hours in any one week. On the employee's request, overtime compensation may be taken in the form of compensatory time off provided such time off is approved by the employee's supervisor and can be scheduled by mutual consent between the employee and the supervisor. In no event shall compensatory time off be accumulated in excess of one hundred sixty (160) hours. However, any hours not taken prior to May 30 of each year by employees in the striping crew of the Traffic Safety Division will be paid down to the 40 hours with their next regular paycheck in June.

- (a) **Scheduling.** In emergencies or as the needs of the Board require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work.
- (b) **Distribution.** Overtime work shall be distributed as equally as practicable among employees with the same job classification in each division. An employee who is working on a particular assignment or project shall have overtime preference on that assignment or project and may be required to continue such assignment or project on an overtime basis, if considered necessary by his/her supervisor. Overtime offered and rejected shall be considered as though worked for purpose of equalization. Overtime on a particular job shall be offered to full time regular employees on that particular job prior to offering the work to part time, temporary, or seasonal workers on that particular job.

**11.8 Travel Pay.** Whenever an employee is required to report for work at any location other than the shop headquarters or designated jobsite, he/she shall be paid at the IRS rate per mile from established reporting place for the use of his/her personal transportation to and from the new reporting location. All employees shall be allowed pay from the time of reporting to the shop headquarters or designated jobsite and shall end when he/she returns to such location.

**11.8.1** In those instances when an employee is required to operate his/her own vehicle, reimbursement shall be made at the IRS rate per mile.

**11.8.2** Reimbursement will be made for actual odometer miles traveled on official business only.

**11.8.3** All bridge, road and ferry tolls and other expenses such as parking and storage fees will be reimbursed at cost and must be itemized on the travel voucher form.

**11.8.4** Claims for maintenance and repair for private automobiles will not be allowed.

**11.8.5** Expenses incurred for transportation on common carrier will be reimbursed at actual cost.

**11.9 Subsistence.** Reasonable reimbursement for lodging will be paid if accompanied by receipt for such lodging. If County meal per diem rates are used, no receipt is required; otherwise, meals will be reimbursed as described in Article 5.8 Meal Periods.

**11.10 Lodging.**

**11.10.1** Reasonable reimbursement for lodging will be paid if accompanied by receipt for such lodging.

**11.10.2** Employees are expected to request utility or commercial rate for lodging.

**11.10.3** When an employee is accompanied by a spouse, the employee will be expected to establish the single rate for the accommodation. Only the single rate will be reimbursable.

**11.11 Miscellaneous Provisions.** If an employee elects to use his/her own camping equipment and furnish his/her own meals with such travel having been approved by the department head, he/she shall receive standard in-state meal allowance as mentioned above and an \$8.00 per day camping fee allowance. Vehicle mileage expense will only be allowed under this provision when no other transportation is being furnished. In all cases under this provision, the employee shall obtain prior approval before using provision.

**11.12 Advance Expense Claims.** When an employee is required by the County to attend conventions, seminars, or meetings which extend over a period of several days, he may request advance expenses by presenting a copy of his registration, etc., attached to the County Mileage and Expense Claim.

### **11.13 Processing Travel Claims.**

**11.13.1** All expenses claimed must be properly listed on the County Mileage and Expense Claim.

**11.13.2** Travel expense sheets (Mileage and Expense Claim) may be secured from the designated office staff employee.

**11.13.3** When meetings and conventions are held in special hotels or motels, prior approval for rates must be obtained from the head of the department.

**11.13.4** Reimbursement for travel expenses will not be paid more frequently than semimonthly.

**11.13.5** Travel expense sheets properly filled out must be signed by the employee and the Department Head and turned in to the designated office staff employee not later than the fifth (5<sup>th</sup>) of the following month.

## **ARTICLE XII - Discipline and Discharge**

**12.1 Discipline.** Disciplinary action or measures shall include any or all of the following: Written reprimand, demotion, suspension or discharge. Disciplinary action may be imposed upon a non-probationary employee only for just cause. A demotion or discharge may be processed only as a grievance through the regular grievance procedure. If an occasion arises to reprimand an employee, it is to be done, if possible, in a manner that will not embarrass the employee before other employees on the job. As used in this Agreement the term "reprimand" shall not include corrective guidance or other job-related direction. Such action and oral reprimands shall not be considered disciplinary action, unless expressly so designated by the County, and shall not be subject to the procedures of Article XIII. Record of such corrective action, not designated as disciplinary action, may not be used in any hearing to support more severe disciplinary action. Employees in the bargaining unit shall have the right to Union representation, on request, at all stages of the grievance procedure.

**12.2 Probationary Period.** All employees shall serve a probationary period of six (6) months from the date of inclusion in the bargaining unit covered by this Agreement. The County may, with Union consent, elect to extend the probationary period for an additional period of up to six (6) months upon written notice during an employee's probationary period. During this period disciplinary action or discharge may be imposed for any reason, or without reason, and shall not be subject to the grievance procedure.

**12.3 Appeal.** Any disciplinary action imposed on an employee may be appealed only as a grievance in the procedure as provided in Article XIII of this Agreement. Performance evaluations shall not be subject to the grievance procedure.



## **ARTICLE XIII - Settlement of Disputes**

**13.1 Grievance and Arbitration Procedure.** A grievance under this contract shall be defined as a dispute by an employee concerning the interpretation or application of a specific provision of this Agreement. Any dispute not concerning the interpretation or application of a specific provision of this Agreement shall not be subject to this procedure or to arbitration hereunder. Failure on the part of a grievant to comply within the time limits specified herein shall, unless waived, constitute waiver of the grievance. Failure on the part of the County to respond within the time limits specified herein shall, unless waived, advance the matter to the next step of the procedure.

**Step 1.** Should an employee feel that his rights under this Agreement have been violated, the aggrieved employee shall, within ten (10) calendar days of such grievance or reasonable knowledge thereof, take up the matter verbally with the employee's immediate supervisor. The immediate supervisor shall then attempt to adjust the matter or give an answer within ten (10) calendar days. The Union has the right to be present at all steps of the grievance procedure.

**Step 2.** If the grievance has not been settled between the grievant and the immediate supervisor, the grievant shall, within ten (10) calendar days after the response specified in Step 1 is due, file a grievance, in writing, with the Department Head. The Union shall have the right to carry on the grievance on behalf of an aggrieved employee at Step 2. The Department Head or his designee shall respond, in writing, to the grievant within ten (10) calendar days after receipt of the written grievance.

**Step 3.** If the grievance is still unsettled, the Union may, within ten (10) days of the decision of the Department Head or his designee under Step 3, refer the matter in writing to arbitration. An arbitrator shall then be selected by mutual agreement of the parties or by alternatively striking names from a list of seven (7) supplied by the State Mediation and Conciliation Service. The party initiating the request for arbitration shall strike the first name. The arbitrator's authority shall be limited to the interpretation of the specific provision or provisions of the Agreement placed in issue and the arbitrator shall have no authority to add to this Agreement or to in any way create any new provision on behalf of the parties. The decision of the arbitrator, acting within the scope of his authority, shall be final and binding. Expenses of the arbitrator shall be borne equally by the County and the Union, provided each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim transcript 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.



**13.2 Representatives.** Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of the employees selected as Stewards, and the names of the Union-elected officers, who may represent employees, shall be certified in writing to the County so that the County will be advised of the names of the current representatives. Duties required by the Union of its Stewards, excepting attendance at meetings with the County, supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Article XIII hereof, shall not interfere with their or other employee's regular work assignments as employees of the County. Contracts between Union and employees, except the aforementioned meetings, shall be made outside of working hours.

**13.3 County Union Meetings.** All meetings between the Board and the Union may be held, if practicable, during regular working hours, on County premises, and without loss of pay to authorized participating employees. The number of participating employees representing the Union, exclusive of any aggrieved employee, shall be limited to three (3) without loss of pay.

**13.4 Exclusive Procedure.** The procedures specified in this Article XIII shall be exclusive means of resolving and adjudicating any and all disputes which arise under this Agreement by an employee or by reason of employment under this Agreement. Disposition at any step of these procedures shall be final and binding on all parties, including any aggrieved employee or employees. It is expressly recognized that the Union may decline to process any grievance which it determines in good faith to be without merit and such determination shall be dispositive of such grievance. The time limits specified herein shall be measured from the date of mailing or the date of delivery in the case of hand delivery.

#### **ARTICLE XIV - General Provisions**

**14.1 No Discrimination.** The provisions of this Agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, sex, marital status, race, color, creed, handicap, national origin, Union membership or the absence thereof, or political affiliation. The Union and the Board shall equally share the responsibility for the application of this provision. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. The Board agrees not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or the Union or any Board or Union representative, against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

There shall be no soliciting of employees for Union membership during working hours when such soliciting would interfere with the performance of an employee's duties.

**14.2 Bulletin Boards.** The County agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Union at all County shops.

The Union shall limit its posting of notices and bulletins to such bulletin boards, and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the local Union.

**14.3 Uniforms and Protective Clothing.** Uniforms and protective clothing shall be furnished by the County for the following employees and to the extent hereinafter set forth under (a) through (g):

- (a) Solid Waste – white coveralls.
- (b) Mechanics – coveralls.
- (c) Carpenters – carpenter’s coveralls.
- (d) Road striping crews – coveralls and rubber boots,
- (e) Oiling paving crews – coveralls, Rubber boots and rubber gloves.
- (f) Vegetation crew – coveralls as required by supervisor, rubber boots, no less than one (1) pair per year, to be worn as directed by supervisor.
- (g) Welders jackets and gloves will be furnished to employees assigned to weld.

All uniforms furnished by the County shall be maintained in proper condition by the County including tailoring, cleaning, and laundering. All protective uniforms shall be left at the place of reporting at the end of each workday unless express permission to remove such uniforms and protective clothing from the place of reporting at the end of each workday is given by the employee’s immediate supervisor.

In addition to the above, only those employees who are specifically named by their immediate supervisor will be allowed such uniforms and protective clothing.

**14.4 Seniority.**

**14.4.1 Definition.** Only employees covered by this Agreement shall have seniority under this Agreement. Seniority shall be attained after completion of the probationary period of six (6) months and shall thereafter be defined and applied first, as the employee’s length of continuous service in the employee’s job classification and, secondarily, as the length of continuous service in the bargaining unit. Seniority shall apply in matter of layoff and recall as defined in Section 14.4.2 (Layoff and Recall) below and, subject to operating needs of the Department, vacation selection, and in all cases shall be subject to demonstrated skill and ability to perform the work. Vacation selection shall be as set forth in Article VIII, Section 8.3 (Vacation Times). Seniority shall be terminated if an employee:

- (1) Quits
- (2) Is discharged for just cause
- (3) Is laid off and fails to respond to a notice of recall in a timely manner as provided in Article XIV, Section 14.4.4. (Notice)

- (4) Is laid off for a period of time greater than twelve (12) months, including periods of recall to a non-bargaining unit position, or a period of time equal to his seniority, whichever is shorter
- (5) Fails to report for work at the expiration of an extended leave of absence
- (6) While on leave of absence accepts employment without permission
- (7) Retires

**14.4.2 Layoff and Recall.** Seniority, classification first and bargaining unit second, shall govern as set forth in sub-paragraph (14.4.3 Bumping) in the matters of layoff, reduction in force and recall provided that the senior employee possesses the demonstrated skill, ability, physical fitness and experience necessary to perform available work without additional training. Employees shall be given an opportunity to demonstrate existing skill and ability, through reasonable testing procedures devised and administered by the County. Employees shall be recalled in the inverse order of layoff.

**14.4.3 Bumping.** When a reduction in work, reduction in staff, lack of funding, or any other reason requires a layoff, the employee with the least classification seniority performing the affected work shall be subject to layoff. Any employee subject to layoff will be allowed to bump the employee in a lower or lateral classification, provided the employee exercising the bump: (a) has more bargaining unit seniority than the employee he is seeking to bump; (b) has satisfactorily performed the job for the county in the past; and (c) is fully qualified to perform the work in question. An employee subject to layoff will be permitted to exercise one bump only. Once having successfully exercised the bump, an employee may be displaced only on the basis of bargaining unit seniority. Employees working a lower classification for the propose of avoiding layoff will be paid in accordance with the rate for the work performed.

**14.4.4 Notice.** Employees on layoff shall be responsible for keeping the Department Head apprised, in writing, of their availability and their current mailing address and telephone numbers. Recall shall be by certified mail, return receipt requested, addressed to the mailing address furnished by the employee. Employees who are recalled shall be obligated to report within five (5) working days from the date of notice of recall, or shall waive all further right of recall. This reporting period may be extended in extenuating circumstances by mutual agreement between the County and the employee involved.

**14.4.5 Seniority Lists.** The County will provide a current seniority list showing seniority as defined in Section 14.4.1 (Definition) hereof, updated at least every contract period. Each employee in the bargaining unit at the time such list is provided shall endorse the period of seniority as shown as being credited to them, which shall signify acceptance of such date for all purposes.

**14.4.6 Probationary Period.** Every employee hired into the bargaining unit shall serve a probationary period of six (6) months. The County may, with Union consent, elect to extend the probationary period for an additional period of up to six (6) months upon written notice during an employee's probationary period. The Union recognizes the right of the County to terminate probationary employees for any reason, with or with cause, and such termination shall not constitute a violation of this contract.

**14.5 No Strike.** During the duration of this Agreement, 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 the County. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County 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 County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

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 the first paragraph of this Section 14.5 shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

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

**14.6 Job Posting and Bidding.** Vacancies in the bargaining unit will be posted for a period of five (5) working days. Fully qualified bargaining unit personnel who bid on any vacancy to a higher or lateral classification during the posting period will be given preference over new hires provided they possess the demonstrated skill and ability, in the County's sole judgment, to perform the work as defined in Section 14.4.3 (Bumping) of this Article XIV. Once promoted, a successful bidder will be given a probationary period of up to thirty (30) working days during which the County, in its sole judgment, shall determine qualification to do the work. If an employee is determined by the County not to be fully qualified to perform the work during the probationary period, he will be returned to his former position.

**14.7 Accident Review Board.** The parties agree to submit the subject of accident review board to a sub-committee consisting of three representatives of each party with authority to make a non-binding recommendation to the County and to the Union within not more than ninety (90) calendar days.

## **ARTICLE XV - Workers' Compensation**

**15.1** Employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County

**15.2** The day of injury shall be considered a workday, and the employee will receive his normal salary for that day.

**15.3** An employee receiving workers' compensation shall not be entitled to receive sick leave for any period which is compensable under workers' compensation. The county will pay for time lost in an amount equal to the first three (3) workdays lost as a result of an injury which has been accepted as compensable under workers' compensation, which payment shall be charged to the employee's accrued sick leave. The parties jointly recognize the desirability of returning an injured worker to some form of work at the earliest possible time consistent with the ability of the worker to return as certified by the treating physician. Employees may be assigned work other than their regular job as soon as released to do so by the treating physician. In such event, the employee will be paid at the rate applicable to his regular job at the time of the compensable injury during the period of time he is participating in the return-to-work program.

## **ARTICLE XVI - Drugs and Alcohol**

**16.1** The County and the Union jointly recognizes that the use of drugs and alcohol, which adversely affect job performance, constitutes a serious threat to the health and safety of the public, to fellow employees and to efficient operation of the department.

**16.2** It is, therefore, agreed that drug and alcohol use which affects an employee's job performance shall constitute probable cause to believe that an employee is under the influence or suffering the effects of drug or alcohol use. Such employee may be requested to participate in unannounced drug and/or alcohol testing. A refusal to comply with such a request shall constitute just cause for suspension without pay for up to five (5) workdays. A second refusal shall constitute just cause for discharge. In the event an employee tests positive he shall, on request, be entitled to a second, more specific test, within forty-eight (48) hours. If the employee tests positive on such test, he/she shall be referred for appropriate treatment and counseling. Such employee shall be subject to unannounced testing for a period of one (1) year following the inception of treatment. If the employee violates the terms of treatment or again tests positive during such period, he/she shall be subject to immediate discharge. All testing shall be paid for by the County.

**16.3** The County retains the right to inspect any container or locker located on its premises or in a County vehicle at any time. Possession, sale, distribution or use of drugs or alcohol on the County's premises or in a County vehicle, including parking facilities, shall constitute just cause for immediate discharge.

**16.4** Operators of trucks and other motorized equipment and mechanics working on such equipment will be subject to random drug and alcohol testing in accordance with federal and state law, regulations and procedures.

## **ARTICLE XVII - Closure of Bargaining**

**17.1** This document constitutes the sole and complete Agreement between this Union and the Board and embodies all the terms and conditions governing the employment of employees in the

negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposal on any subject which is or may be subject to negotiations and agree that all subjects which were or might have been raised in collective bargaining are closed to further bargaining for the full term of this Agreement. Any prior commitment or agreement between the Board and the Union or any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement.

**17.2** Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties may agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. If no agreement is reached, the matter shall be subject to arbitration, as an interest arbitration, which may be initiated at Step 3 of the grievance procedure.

### **ARTICLE XVIII - Termination**

**18.1** This Agreement shall be effective as of the date of mutual ratification, and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2006, except that wage increases shall be retroactive to July 1, 2005.

**18.2** If either party wishes to renew or modify the Agreement as of July 1, 2006, notification of such renewal or modification must be submitted in writing to the other party by April 1, 2006..

**18.3** This Agreement shall remain in full force and effect during the period of such negotiations.

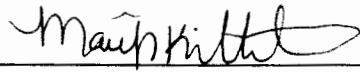
**Signatures appear on the following page:**

IN WITNESS WHEREOF, the parties hereto have set their hands this 31 day of January, 2006:

TEAMSTERS LOCAL UNION No. 223  
AN AFFILIATE OF THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

By:   
Clayton D. Barry, Secretary - Treasurer

BOARD OF COMMISSIONERS  
DOUGLAS COUNTY, OREGON

BY:   
Marilyn Kittelman, Chair

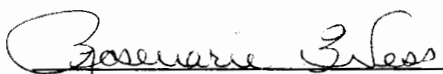
BY:   
Dan VanSlyke, Commissioner

BY:   
Doug Robertson, Commissioner

Approved as to Content:

 2/1/2006  
Public Works Director Date

 2/1/06  
Fleet Services Director Date

 2/1/2006  
Human Resources Director Date

Approved as to Form:


  
Legal Counsel

EXHIBIT A (Revised 1/2006)

Class	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2680	Weighmaster	236	15.13	15.85	16.69	17.48	18.35	19.29
5020	Public Works Maintenance Worker 1	222	10.75	11.30	11.86	12.43	13.08	13.70
**5030	Public Works Maintenance Worker 2A	226	11.86	12.43	13.08	13.70	14.36	15.13
**5040	Public Works Maintenance Worker 2B	228	12.43	13.08	13.70	14.36	15.13	15.85
5050	Light Equipment Operator	230	13.08	13.70	14.36	15.13	15.85	16.69
5060	Heavy Equipment Operator	234	14.36	15.13	15.85	16.69	17.48	18.38
5070	Maintenance Blade Operator	234	14.36	15.13	15.85	16.69	17.48	18.38
5080	Surfacing Operator	234	14.36	15.13	15.85	16.69	17.48	18.38
5090	Herbicide Truck Operator	230	13.08	13.70	14.36	15.13	15.85	16.69
5110	Herbicide Applicator	284	14.90	15.69	16.45	17.26	18.10	19.02
5120	Culvert Flusher	234	14.36	15.13	15.85	16.69	17.48	18.38
5130	Paint Stripper	234	14.36	15.13	15.85	16.69	17.48	18.38
5140	Bridge Carpenter	232	13.70	14.36	15.13	15.85	16.69	17.48
5150	Bridge Equipment Operator	234	14.36	15.13	15.85	16.69	17.48	18.38
5160	Bridge Welder	235	14.74	15.49	16.27	17.09	17.93	18.84
5180, 5190 & 5560	SEE BELOW							
5250	Solid Waste Site Attendant	224	11.30	11.86	12.43	13.08	13.70	14.36
5260	Solid Waste Truck/Equipment Operator	234	14.36	15.13	15.85	16.69	17.48	18.38
5270	Solid Waste Testing & Monitoring Specialist	239	16.23	17.11	17.92	18.82	19.77	20.79
5410	Fleet Services Work	208	7.63	8.00	8.40	8.84	9.28	9.77
5430	Fleet Services Assistant	209	7.82	8.19	8.62	9.05	9.48	9.98
5460	Fleet Services Technician	235	14.74	15.49	16.27	17.09	17.93	18.84
5480	Body and Paint Worker	235	14.74	15.49	16.27	17.09	17.93	18.84
5510	Fleet Services Specialist	228	12.43	13.08	13.70	14.36	15.13	15.85
5530	Fleet Services Purchasing Coordinator	234	14.36	15.13	15.85	16.69	17.48	18.38
5550	Mechanic	235	14.74	15.49	16.27	17.09	17.93	18.84

Class	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
5180	O&M Leadworker 1	290	14.84	15.11	15.40	15.74	16.03	16.35	16.67	17.01	17.36	17.71	18.05	18.40	18.77	19.15	19.53
5190	O&M Leadworker 2	292	15.70	16.01	16.33	16.63	16.99	17.33	17.69	18.03	18.38	18.74	19.13	19.51	19.90	20.31	20.72
5560	Mechanic Leadworker	292	15.70	16.01	16.33	16.63	16.99	17.33	17.69	18.03	18.38	18.74	19.13	19.51	19.90	20.31	20.72

\*\*If an employee is assigned to a job requiring that he operate a vehicle pulling a trailer which exceeds twenty-four thousand (24,000) pounds g.c.w. and the employee performs such work continuously for four hours or more, he will be paid a five percent (5%) premium over and above the straight-time hourly rate for Classification Code No. 5030 and 5040, as the case may be, for the time he works out of class.



**MEMORANDUM OF AGREEMENT  
BETWEEN  
DOUGLAS COUNTY, OREGON  
AND  
TEAMSTERS LOCAL UNION No. 223**

Douglas County, Oregon (hereinafter "the County") and Teamsters Local Union No. 223 (hereinafter the Union) are parties to a one year successor collective bargaining agreement. This agreement will expire on June 30<sup>th</sup>, 2006.

The purpose of the Memorandum of Agreement is to set forth the conditions under which employees covered by the collective bargaining agreement shall be eligible to participate in the Oregon Teamster Employer's Trust (hereinafter "OTET") health care plans, as specified in Article X of the collective bargaining agreement.

**Employees eligible to participate in OTET:** In order to participate in the OTET funds, employees must meet the following eligibility requirements:

- Employees must work in a job classification outlined in Article 1.1 of the collective bargaining agreement;
- Employees may not be supervisory, confidential, seasonal, temporary or in a state or federally funded job classification;
- Employees must have eighty (80) hours of compensation per month of participation;
- Employee initial participation eligibility begins at the first of the month following 90 days of continuous employment;

All other provisions of the collective bargaining agreement remain in full force and effect.

Dated this 31 day of January, 2006.

BY: Marilyn Kittelman 2/1/06

Marilyn Kittelman, Chair  
Douglas County Board of Commissioners

BY: Clayton D. Barry

Clayton D. Barry  
Secretary – Treasurer  
Teamsters Local Union No. 223

BY: Dan VanSlyke 2/1/06

Dan VanSlyke, Commissioner  
Douglas County Board of Commissioners

BY: Doug Robertson 2/1/06

Doug Robertson, Commissioner  
Douglas County Board of Commissioners