



DEFERRAL AGREEMENT

This Deferral Agreement (“Agreement”) is entered into by and between the City of Gresham (“City”) and Teamsters Local 223 (“Union”).

Recitals:

- The Union demanded the City bargain over the impact of passage of SB 1049.

The City is analyzing whether it has an obligation to bargain impacts of SB 1049 passing.
- January 1, 2020 is the effective date for Section 35 and 37 of SB 1049 which relates to the rehire of PERS and ORSRP retirees. July 1, 2020 is the effective date for Section 1 of SB 1049 which relates to employee pension stability contributions.
- Unrelated parties petitioned the Oregon Supreme Court for review of the legality of SB 1049.
- Given the delayed effective date of the key provisions of SB 1049, pending legal challenges to SB 1049 and an interest in conserving resources, the parties agree that it would be mutually beneficial to defer any impact bargaining that may be required under Public Employees Collective Bargaining Act (PECBA).

Agreement:

Therefore, the parties agree as follows:

1. The parties agree to defer any impact bargaining, if there is an impact bargaining obligation, for 90-days following the signing of this Agreement.
2. The City will not assert that the Union waived its right to impact bargaining, if any, or failed to timely demand bargaining by entering into this Agreement.
3. The Union reserves its right to renew its impact bargaining demand by issuing written notice to the City’s Human Resources Director within thirty (30) calendar days following expiration of the agreed upon deferral period.

4. The parties may by written agreement agree to extend the period for deferral of any bargaining obligation which may be owed under PECBA.
5. The parties agree if there is an obligation to bargain, then bargaining will be governed by ORS 243.698—mid-term bargaining.
6. Nothing in this Agreement constitutes a waiver of any party’s legal rights, assertions, or positions taken, except as specifically stated in this Agreement. Nothing in this Agreement will be construed to be an admission that the City owes a bargaining obligation. The City reserves its right to claim that it has no obligation to bargain the impact of passage of SB 1049 in whole or part following expiration of the agreed upon deferral period(s). Likewise, nothing in this Agreement is intended to waive any right the Union has under PECBA to demand bargaining or file an unfair labor practice charge challenging any refusal to bargain by the City in accordance with the PECBA.
7. This Agreement shall not establish precedent or past practice between the parties and cannot be relied upon in future disputes as establishing precedent or past practice.

FOR THE CITY:

/s/ Karen Pearson
Signature

Date: 12/20/2019

FOR THE UNION:

/s/ Karine Robburts
Signature

Date: 12/19/2019

Approved as to form:

/s/ Sherisa Davis-Larry
City Attorney’s Office