

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Oregon School Employees Association (OSEA) and **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]**.

WHEREAS, Senate Bill 1049 (SB 1049) was recently signed by Oregon's Governor to reform Oregon's Public Employees Retirement System (PERS); and

WHEREAS, SB 1049, among other things: (a) diverts a portion of the 6% salary contribution that public employees contribute (or their public employers "pick up" as negotiated between the Association and **[INSERT DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]**) from employees' Individual Account Program (IAP) accounts to an Employee Pension Stability Account; (b) imposes a final average salary cap of \$195,000; and (c) modifies the legal parameters for retiree work-back arrangements; and

WHEREAS, the changes imposed by SB 1049 take effect on July 1, 2020; and

WHEREAS, pursuant to Oregon's Public Employee Collective Bargaining Act (PECBA), OSEA issued a written demand to bargain to **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** on **[INSERT DATE RECEIVED HERE]**, demanding to bargain over the impacts that SB 1049 has on mandatory subjects of bargaining; and

WHEREAS, on **[DATE REFUSAL TO BARGAIN RESPONSE WAS SENT HERE]**, **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** refused to bargain with OSEA over the impacts of SB 1049, asserting that **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** is not required to bargain over the impacts of SB 1049; and

WHEREAS, there is a legal challenge to SB 1049 being filed by unrelated parties in the Oregon courts that may overturn or amend SB 1049 in whole or in part, as well as the possibility that other similarly situated unions/employers may seek a decision from the Oregon Employment Relations Board (ERB) as to whether the impacts of SB 1049 are subject to bargaining under the PECBA; and

WHEREAS, in the interest of conserving resources and avoiding unnecessary litigation, the parties wish to postpone their dispute over whether **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** must bargain with OSEA over the impacts of SB 1049 in order to allow additional time for the legal challenge to SB 1049 to be decided by the Oregon courts and for ERB to clarify whether the impacts of SB 1049 are subject to bargaining;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. By signing below, OSEA withdraws its demand to bargain over the impacts of SB 1049. OSEA retains its position that **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** is required by the PECBA to bargain with OSEA over the impacts of SB 1049 and OSEA's withdrawal of its demand to bargain shall not constitute a waiver of OSEA's right to demand bargaining over the impacts of SB 1049 in the future.
2. Before July 1, 2020 OSEA may issue a new written demand to **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]**, demanding to bargain over the impacts of SB 1049.
3. **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** retains its position that it is not obligated to bargain over the impacts of SB 1049. If OSEA issues a new written demand to bargain over the impacts of SB 1049, **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** may reassert its position that it is not obligated to bargain over the impacts of SB 1049. However, **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** shall not assert that OSEA's demand to bargain is untimely for any of the following reasons: (a) because more than fourteen (14) days have lapsed since Oregon's Governor signed SB 1049 into law; (b) because the collective bargaining agreement between the parties requires a demand to bargain to be filed at a different time; or (3) because OSEA withdrew its original demand to bargain pursuant to this Agreement.
4. If OSEA provides **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** with a new demand to bargain over the impacts of SB 1049 and **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** refuses to bargain, OSEA retains its right to file an unfair labor practice complaint or a petition for declaratory ruling with the ERB or to take any other legal action it deems appropriate to address **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]**'s refusal to bargain.
5. If, as a result of SB 1049, **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** decides that it wants to implement any changes that impact mandatorily negotiable subjects of bargaining (such as changes to its retiree work back program), **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** shall provide OSEA with written notice of any proposed changes and bargain with OSEA over such proposed changes upon timely demand.
6. If the ERB issues a written decision in which it rules that the impacts of SB 1049 are subject to bargaining under the PECBA, then OSEA may issue a new demand to bargain and **[ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]** agrees to bargain with OSEA to the extent required by the ERB's decision.

7. This Agreement is intended to postpone the dispute between the parties in order to allow additional time for other legal processes that may impact this dispute to resolve. However, nothing in this Agreement requires that those other legal processes reach a complete resolution in order for OSEA to exercise its right to issue a new demand to bargain over SB 1049.
8. Nothing in this Agreement constitutes a waiver of any party's legal rights, assertions, or positions taken, except as specifically set forth herein.
9. 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.
10. Except as specifically set forth herein, nothing in this Agreement impacts the rights, obligations and benefits provided in the collective bargaining agreement between the parties.

FOR [ENTER NAME OF DISTRICT, COMMUNITY COLLEGE, OR ESD HERE]:

Name: _____ Date

FOR OSEA:

Name: _____ Date