

Memorandum of Understanding
Between
The City of Gresham
And
International Association of Firefighters Local 1062

Re: Rehired Retirees

Background: In 2019, the IAFF approached the City about rehiring retired employees and it identified several benefits to the City. The City agreed to enter into an agreement to contract out bargaining unit work to retired employees per the terms of the parties' negotiated agreement. The parties mutually agreed to the terms of the original 2019 MOU and amended it in 2020.

Recitals:

- The City and IAFF are currently parties to their 2019-2022 collective bargaining agreement (CBA) and 2022-2023 CBA extension.
- Senate Bill (SB) 1049 went into effect on January 1, 2020. One component of SB 1049 is a moratorium placed on the maximum number of hours a PERS-retired employee may work if the employee is employed by a PERS-participating employer in calendar years 2020 to 2024. SB 1049 allows retirees to work for a PERS-participating employer for an unlimited number of hours while continuing to receive their PERS pension benefit. The moratorium was set to expire on December 31, 2024.
- During the 2023 legislative session, the legislature passed House Bill (HB) 2296, which extended the moratorium to December 31, 2034. The extended moratorium takes effect on January 1, 2024.
- The Parties met, bargained, and reached agreement on the City contracting out IAFF bargaining unit work to Fire and Emergency Services (FES) retirees the City rehires based on the in this Agreement.
- The parties previously executed an amended MOU on -April 24, 2020, and have since bargained further and wish to clarify that: (1) -the terms of this Agreement impact bargaining unit members' rights and benefits under the CBA and (2) -the Parties are extending the terms of this Agreement.
- The parties are rescinding the previously executed version of this MOU and are replacing it in its entirety with this MOU as reflected below.

Agreement: As a result of this bargaining, the Parties agree to the following:

1. This MOU covers the rehiring of retirees working in IAFF bargaining unit positions only.
2. Effective from the date this MOU is fully executed, an employee working in an IAFF bargaining unit position who is eligible for full retirement under the applicable laws and rules governing the Oregon Public Employees Retirement System ("PERS") or the Oregon Public Service Retirement Plan ("OPSRP"), and who (1) elects to voluntarily retire from the City in good standing, as determined by the City, and (2) begins collecting retirement benefits at normal retirement age through PERS/OPSRP may request to return to employment to perform work generally reserved for the IAFF bargaining unit subject to this MOU and the

terms of an individual Contract for Temporary Employment ("CTE"). The City is not required to, but may at its sole discretion, rehire the retiree.

3. For purposes of this MOU, an employee working subject to a CTE will be referred to as a "Rehired Retiree" employee.
4. Employment as a Rehired Retiree must begin after the employee has officially retired as determined by PERS or OPSRP (and applicable laws and rules), but not later than 14 days after the employee's retirement date. The maximum term of employment for a Rehired Retiree under this Agreement and the CTE is six months. The City may end the CTE at any time within the six-month period; the CTE in no way guarantees the Rehired Retiree will work for the full six months.
5. The maximum number of Rehired Retiree employees allowed on a semi-annual basis is five (5). The semi-annual contract schedule is January - June and July - December.
6. If the intent to retire notices exceed the maximum number of employees allowed on a contract schedule, City seniority will determine eligibility when candidates are equally qualified. Seniority is based on the employee's total service with the City. This paragraph is subject to the other terms of this MOU, including but not limited to it being in the City's sole discretion whether to fill a position with a Rehired Retiree and whether the Rehired Retiree resigned in good standing as determined in the City's sole discretion.
7. The terms and conditions of employment for Rehired Retiree employees will be governed by the CTE between the City and the employee. The Association will have the right to view the terms of the CTE. The City and the Association will work towards a standard CTE for all Rehired Retiree employees covered under the CTE referenced in this section.

The Parties agree the intent is for the Rehired Retiree employee's compensation and hours to be similar to what the employee was paid and worked preceding retirement, unless a Rehired Retiree employee is assigned to a classification that is different than what they were assigned to prior to retirement. Employees who retire between January 1 and June 30 may receive a cost-of-living adjustment for employment beginning between July 1 and December 31 if applicable. Subject to this section, employees who retire between July 1 and December 31 and begin working between January 1 and June 30 will be paid the same monthly wage the employee was paid on the day of retirement.

If there is a conflict between the terms of this MOU and the terms of the CTE, the CTE will govern.

8. Rehired Retiree employees are not IAFF bargaining unit members. The terms of the Parties' CBA will not apply to any Rehired Retiree employee, including but not limited to the contractual "just cause" disciplinary standard.
9. Rehired Retiree employment is "at will" and subject to any applicable employment law and/or applicable City policies and rules. The City may end a Rehired Retiree employee's employment at any time for any lawful reason.

10. Although Rehired Retiree employees are not IAFF bargaining unit members, the City will deduct association dues per ORS 243.806(6) and as permitted by law.
- 11 . The City may assign the Rehired Retiree employee to any position the employee previously held (provided the position is not a demotion) at the City or to any position that the City, in its sole discretion, determines that the Rehired Retiree employee is qualified to perform.
12. While the decision of whether to rehire a retiree under this MOU remains within the sole discretion of the City, the following are examples of criteria that will disqualify a retiree from being considered for any Rehired Retiree employment:
 - a. Last chance agreement_ within the past 5 years of employment;
 - b. Work improvement or other corrective action plan within the past 3 years of employment;
 - c. More than one (1) written reprimand or higher level of disciplinary action within the last two (2) years of employment;
 - d. Employee being the subject of a disciplinary investigation that is ongoing or about to commence;
 - e. Inability or ineligibility, for any reason, to begin work as a Rehired Retiree on the date desired by the City;
 - f. Employee has previously rescinded a retirement announcement.

The above referenced criteria apply from the time the employee notifies the City of an intent to retire, and during the period the employee awaits retirement, up to and including the employee's last day of work before retirement.

13. Employees eligible for full PERS/OPSRP retirement and who are retiring at normal age (as determined by PERS/OPSRP applicable rules and laws) who wish to request Rehired Retiree employment must submit a written request to the Fire Chief at least one hundred eighty (180) calendar days prior to the employee's retirement date. Employees must sign and return to the City the CTE within two (2) calendar weeks of receiving the document. The signing of the CTE shall constitute a notification of the intent to retire on the date specified in the CTE.

Notwithstanding any other term in this Agreement, eligibility for Rehired Retiree employment will be at the City's sole discretion for employees who submit a CTE to the City and subsequently rescind their retirement.

14. The Union acknowledges that Rehired Retiree employees may perform bargaining unit work, as negotiated in this MOU, regardless of any provision of the parties' collective bargaining agreement that may provide otherwise or that may conflict with this Agreement, including but not limited to Article I (Recognition), Article 8.2 (Vacancy), and Article 19.4 (Contracting Out).
15. If a promotional list were to expire during a Rehired Retiree's contract that would have created a promotion(s) in one or more classifications, the employee(s) affected will receive the promotion at the end of the contract schedule and not have to retest.
16. If there is a conflict between the terms of this MOU and PERS/OPSRP laws or rules the applicable PERS/OPSRP laws or rules will prevail, and they will govern this MOU.
17. IAFF bargaining unit members will have first right of refusal for FES Department overtime, before overtime is made available to Rehired Retirees.

- 18. This MOU represents the entire agreement between the parties and supersedes any policies, rules, practices, or CBA terms which are contrary to or inconsistent with these terms, except as specifically indicated above. The Parties agree they are not relying on any promises or representations other than what is stated in this MOU.
- 19. This MOU expires on December 31, 2027, unless otherwise terminated early or extended by mutual written agreement signed by both Parties.
- 20. The MOU on rehired retirees previously executed by the parties, and recorded as Contract No. 7637, 2019-2022 CBA, A5 is rescinded.
- 21. In witness whereof, the parties hereto have caused this MOU to be executed by their authorized representatives on their behalf:

City of Gresham

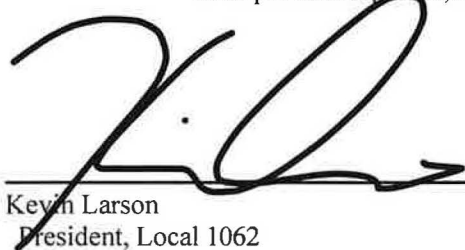
IAFF Local 1062

nunc pro tunc April 16, 2024

nunc pro tunc April 16, 2024

Eric Schmidt

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Eric Schmidt
Interim City Manager

Kevin Larson
President, Local 1062

nunc pro tunc April 16, 2024

Scott B. Lewis

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Scott Lewis
Fire Chief

Approved as to Form

nunc pro tunc April 16, 2024

sherisa davis-larry

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sherisa davis-larry
Senior Assistant City Attorney