

MEMEORANDUM OF UNDERSTANDING (2)
BETWEEN
IAFF 851,
EUGENE-SPRINGFIELD FIRE DEPARTMENT,
THE CITY OF SPRINGFIELD,
and
THE CITY OF EUGENE

THE CITY OF EUGENE PAYROLL TAX SETTLEMENT AGREEMENT

Preamble

1. IAFF Local 851 filed an unfair labor practice complaint against the City of Springfield, City of Eugene, and the Eugene-Springfield Fire Department due to the implementation of the City of Eugene's Payroll Tax and its impact on Local 851 members. The Cities and Eugene-Springfield Fire Department denied committing an unfair labor practice.
2. The Parties went to hearing and, on March 2, 2022, a Recommended Order was issued denying some portions of the complaint and sustaining another portion and imposing damages. The Parties planned to file Objections to the Recommended Order, before agreeing to resolve the matter through this agreement.

Agreement

1. This MOU outlines the full and complete settlement agreement concerning ERB Case UP-001-21.
2. For the purposes of paragraphs 3 and 4 of this MOU, "employees" means those employees represented by IAFF Local 851 and employed by the City of Springfield who are actively employed as of the date this MOU is signed.
3. The City of Springfield agrees to make whole its employees who had the City of Eugene Payroll Tax withheld during the 90-day negotiation period by issuing a one-time payment to each affected employee equal to the amount withheld from their individual pay checks for the 1/8/2021-2/19/2021 payroll dates. This period covers what would have been the entire 90-day mandatory period of negotiations for midterm bargaining. (The 90-day bargaining period started but was not completed before the implementation date of the payroll tax.)
4. Upon signature of this agreement, the City of Springfield will issue a one-time payment on the next biweekly payroll cycle equal to the total amount withheld from the employee's pay for the Eugene Payroll Tax for the 1/8/2021-2/19/2021 payrolls. The

one-time payment will be considered earnings and will be subject to regular withholdings.

5. Upon the signing of this agreement, the parties will notify the Employment Relations Board that they have resolved their dispute and, pursuant to OAR 115-035-0015, the Union will fully withdraw the ULP and the parties mutually will request that the Recommended Order issued by Judge Grew be rescinded and/or nullified, to the extent possible.
6. The parties will bear their own attorney's fees and costs.
7. This agreement is non-precedent setting.

Dated this 25th day of May, 2022

For the City of Springfield

Chaim Hertz

Chaim Hertz (May 25, 2022 10:54 PDT)

Chaim Hertz

Director of Human Resources

For the Union

Kristopher Siewert

Kristopher Siewert (May 25, 2022 15:26 PDT)

Kristopher Siewert

President, L851

For the City of Eugene

Becky DeWitt

Becky DeWitt (May 26, 2022 09:25 PDT)

Becky DeWitt

A/Employee & Labor Relations Manger

For the Department

Scott Cockrum

Scott Cockrum (May 25, 2022 11:17 PDT)

Scott Cockrum

Interim Fire Chief