

Memorandum of Agreement (MOA)
By and Between
City of Beaverton and Service Employees International Union, Local 503 (SEIU)

Re: Cost Savings for Fiscal Year 2020-2021

This Agreement is entered in by the Service Employees International Union, Local 503 (SEIU), and the City of Beaverton (City) regarding cost savings measures to address anticipated budget shortfalls in fiscal year 2021-2022. On May 1, 2020, the City requested that SEIU accept a reduced cost of living adjustment (COLA) of 1.3% (from the bargained 2.59% COLA) for fiscal year 2020-2021.

The City and SEIU agree to the reduction of the COLA, as proposed.

Effective July 1, 2020 and for the entire fiscal year which ends on June 30, 2021, the following apply:

A COLA of 1.3% will be paid to SEIU employees.

1. The City guarantees that the city will not pay a higher COLA than the COLA offered to SEIU represented employees to any non-represented employee of the City. Additionally, the City will not introduce any new benefit to non-represented staff for the fiscal year 2020-2021 which is not introduced to SEIU members and which is not currently consistent with practice, policy or law.
2. The City agrees to modify its practice connected to current Appendix D- Letter of Agreement- Temporary Employees of the current SEIU-City of Beaverton CBA, Section 4, to include the following:
 - a. If a temporary employee works two 1,040-hour periods with the city, regardless of position or department, the city and the temporary employee are required to take a 3-month "cool down period" in which that temporary employee cannot fill a temporary role. However, that temporary employee remains eligible for hire for a regular position with the city during that 3-month duration, for which the employee is eligible to apply. The primary tasks of the temporary employee cannot remain the same throughout the two consecutive periods of their employment.
 - b. This agreement excludes all temporary assignments which are allowed in the Appendix D of the SEIU-City of Beaverton Collective Bargaining Agreement (20182021) for protected leaves of absence of a regular city employee who is expected to return to work or for filling a vacancy for which a regular employee will be hired.

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3. The City agrees to avoid elimination of SEIU represented positions in order to create management positions in the same department. The only exception to this would be the position of Events Manager which is currently created in the Mayor's Office Department.
4. If revenue amounts for the funds and accounts identified in the City's projections which meets or exceeds the amounts in these same funds and the accounts at the FY 2019-20 Adopted Budget Level in the aggregate amount of \$51,796,249, then the City will return a 0.1% COLA to the SEIU represented staff. For each 1% in additional revenues over the \$51,796,249 aggregate, which would be \$517,962, then the City will return an additional 0.1% and added to the COLA. The 0.1% COLA increments will not exceed, in the aggregate, the 1.3% COLA reduction in FY 2020-21. Any increase will be calculated and finalized by August 31, 2021.
5. The parties agree, that for the duration of the current SEIU-City CBA, which expires on June 30, 2021, either party may request to reopen conversations related to proposal #4 above—cost of living adjustment—should the City's economic environment change. Upon receipt of an official, written request, both parties would be required to meet within two weeks of the receipt date to begin negotiations.

FOR THE CITY:



Patricia Anderson Wieck
Human Resources Director

6/7/2020

Date

FOR THE UNION:



6/5/20

Date