

**Exhibit A - Letter of Agreement (LOA)**

The parties to this Agreement are the City of Portland (City) and the following unions (collectively, “Unions”): The District Council of Trade Unions (DCTU), comprised of AFSCME Local 189, IBEW Local 48, Machinists and Aerospace Workers, District Lodge 24 Auto Mechanics, District Lodge 24 Operating Engineers, Local 701 Plumbers, Local 290 Painters and Allied Trades, District Council 5; Laborers’ International Union of North America (LiUNA) Local 483; and Professional Technical Employees, Local 17 (PROTECT17).

**BACKGROUND**

1. On March 8, 2020, Oregon Governor Kate Brown declared a State of Emergency in response to the increasing concern with Coronavirus (COVID-19) within the state. The State of Emergency shall remain in effect for sixty (60) days but could be extended if necessary.
2. In addition, on March 12, 2020, the City of Portland declared a State of Emergency due to increasing concern with COVID-19. The City’s State of Emergency shall remain in effect until March 26, 2020 but may be extended in two-week increments.
3. References in this LOA to a “State of Emergency” refers to either or both the City of Portland and/or State of Oregon State of Emergency.
4. The City, through the Portland Bureau of Emergency Management, in collaboration with the Multnomah County Health Department, is discussing and implementing preventive methods to reduce the spread or possibility of spread of COVID-19 to all City employees. Preventive methods include health education campaigns; distribution of disinfectants, hand sanitizers, and soaps to bureaus; and communication and direction to employees to

## 2 - LETTER OF AGREEMENT – COVID-19

stay home from work when ill or when they may have been exposed to someone who has COVID-19.

5. The State of Emergency may create operational impacts to City business which may require employees to be flexible with their work assignments or worksite locations.
6. The parties also have an interest in other modifications during the State of Emergency.

### AGREEMENT

The parties stipulate and agree as follows:

1. **Personal Protective Equipment:** Employees who are expected to work during the COVID-19 pandemic will receive proper personal protective equipment. Safety coordinators will check in frequently with workers to ensure their safety concerns are being addressed in a timely manner. The City will give added emphasis to worker safety and strive to ensure no worker contracts COVID-19 while working for the City.
2. **Vacation Caps:** If an employee is needed for the response to the coronavirus, and as a result would exceed contractual limits on vacation time accrual, the employee will be allowed to accrue over the cap for a time period mutually agreed after the State of Emergency and normal operations restart.
3. **COVID-19 Related Leave:** For the reasons listed below in this paragraph, and to the extent that an employee is unable to work (or telework) due to a need for leave, employees may use leave under the Families First Coronavirus Response Act if in effect, or, if the federal act is not in effect, or if an employee has used the leave available under the federal act, then the employee may use sick leave, followed by compensatory time, followed by vacation leave, or if all leave is exhausted (including the City's COVID-19 Response Leave Program referenced in paragraph 4) then employees in need of

additional leave can meet with their HR Business Partner or Labor Relations partner to explore other options for leave. Reasons for leave under this paragraph are:

- a. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19;
- b. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- c. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis, or if an employee is diagnosed with COVID-19;
- d. The employee is caring for an individual who is subject to a federal, state or local quarantine or isolation order related to COVID-19, or is caring for an individual who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- e. Due to COVID-19 precautions: (i) the employee is caring for the employee's child because the school or place of care for the child has been closed; or (ii) the childcare provider for such child is unavailable;
- f. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
- g. The employee falls under the latest Center for Disease Control's (CDC) definition of a high risk individual due to underlying health conditions, age, or any other applicable factors listed by the CDC, and there is no telework option available for the employee to perform their job duties.

## 4 - LETTER OF AGREEMENT – COVID-19

Employees who have exhausted all their accrued leave in the manner described in this paragraph, and any leave under the COVID-19 Leave Response Program, will be allowed to utilize advanced leave. Advanced leave will allow an employee to borrow against future leave accrual to receive sick leave during the duration of the COVID-19 pandemic. The parties will meet after the state of emergency to discuss the manner of paying back advanced leave.

4. Employees may also be eligible for additional leave under the City's COVID-19 Response Leave Program. See attached COVID-19 Response Leave Sharing Program policy.
5. The Unions agree that employees may work directly with City managers and supervisors or HR Business Partners to negotiate specific accommodations for employees who are high risk for COVID-19.
6. The City acknowledges that as a result of COVID-19 illness or exposure, employees may require additional time away from work to care for dependents. During the State of Emergency, the City agrees to suspend the limit of 104 hours of dependent care.
7. The Unions agree that when exigent circumstances and/or significant operational changes stemming from the State of Emergency exist, represented employees may be required to perform work tasks outside of their assigned job classification; however, they will be compensated at their current wages in accordance with their respective collective bargaining agreement.
8. To minimize risk of exposure during the State of Emergency, employees may be moved to a workweek of eight hours per day, five consecutive days per week, or to some other

## 5 - LETTER OF AGREEMENT – COVID-19

work schedule that helps limit social interactions. As soon as the declaration of emergency is lifted, employees will be returned to their previous work schedules.

9. Employees who were scheduled for shifts between March 12, 2020 and April 1, 2020, but whose shifts were cancelled due to COVID-19, shall be paid for such scheduled shifts.

The City and Unions will work together to provide new work opportunities to keep people working as the City is able. The City and Union will meet bi-weekly to discuss the continuance of this clause.

10. The City of Portland will maintain healthcare benefits for all currently covered employees and all eligible employees during any time of unpaid leave related to the State of Emergency. Employees whose healthcare is dependent on an hours look-back period will not be disqualified from future healthcare eligibility based on any hours lost during the COVID-19 pandemic.

11. The City will provide flexibility to employees who may not be able to get the paperwork from healthcare providers in a timely manner during this State of Emergency for non-COVID-19 related medical issues. COVID-19 medical issues are addressed in paragraph 3 above.

12. If the state or federal government provides any additional benefits the City will incorporate applicable benefits for all eligible employees.

13. This Agreement applies only to the employees represented by the Unions who are parties to it.

14. Either party may terminate this Agreement with seven (7) days' notice. The City will consider continuation of leave under the terms of this Agreement for any employee who

is on leave at the time the agreement is terminated. If the Families First Act is repealed, then for purposes of this Agreement, the City will continue as if the law was not repealed.

15. AFSCME, Local 189 and IBEW Local 48 assert that they have signatory authority on behalf of all unions covered by the DCTU collective bargaining agreement.

This Agreement is based on the circumstances described above and does not constitute or create a precedent for any party to this Agreement. This Agreement does not go into effect until it is authorized by City Council.

For AFSCME, Local 189:

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Bao Nguyen, Council Representative  
For the District Council of Trade Unions

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Date

For IBEW Local 48:

\_\_\_\_\_  
Jennifer Bazner, Business Representative  
For the District Council of Trade Unions

\_\_\_\_\_  
Date

For PROTEC-17:

\_\_\_\_\_  
Rachel Whiteside, Union Representative

\_\_\_\_\_  
Date

For LiUNA Laborers’ Local 483:

\_\_\_\_\_  
Farrell Richartz, Business Manager

\_\_\_\_\_  
Date

For the City:

\_\_\_\_\_  
Cathy Bless  
Acting Director of the Bureau of Human  
Resources

\_\_\_\_\_  
Date

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Approved as to Form:

\_\_\_\_\_  
Heidi Brown  
Chief Deputy City Attorney

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Date