

LETTER OF AGREEMENT FOR COVID-19 IMPACTS**PPA AND CITY OF PORTLAND****LETTER OF AGREEMENT FOR COVID-19 IMPACTS**

The parties to this Letter of Agreement (Agreement) are the City of Portland (City) and the Portland Police Association (PPA).

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.
2. On March 23, 2020, Oregon Governor Kate Brown issued an Executive Order to “Stay Home, Save Lives”. This order limited non-essential gatherings and closed non-essential business across the City, which has resulted in an unprecedented impact on the City’s financial standing.
3. On May 28, 2020, protests occurred nationwide, and in Portland, Oregon, after the killing of George Floyd by a police officer in Minneapolis, Minnesota. The protests have continued.
4. The parties have a shared interest in police accountability to build public trust with the police.
5. The parties to this Agreement believe it to be in the best interest of the PPA and the City to come together to address the City’s financial hardship.
6. The PPA and the City are parties to a Collective Bargaining Agreement that is in effect until June 30, 2020 (CBA).
7. The measures taken in this Agreement are intended to allow the City to the greatest extent possible to meet its financial obligations while retaining employees and maintain the delivery of City services.
8. The measures taken in this Agreement are intended to be short-term; however, the full financial impact resulting from the State of Emergency is yet to be determined.

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The parties hereby agree as follows:

1. The existing terms of the CBA shall be extended through June 30, 2021, except as modified by the terms of this Agreement. All remaining terms in the existing CBA that are not modified by this Agreement shall remain in full force and effect.
2. A 2.9% Cost of Living Adjustment (COLA) for fiscal year 2020-2021 shall be deferred until June 30, 2021. Effective June 30, 2021, Schedule "B" wage rates in effect as of June 29, 2021 for the Police Officer, Police Sergeant, Criminalist, Detective, and Public Safety Support Specialist classifications shall be increased across-the-board by 2.9% to reflect the deferred COLA.
3. The PPA will have the right to reopen this Agreement for the limited purpose of bargaining the COLA deferred in paragraph (2) of this Agreement if Congress passes new legislation subsequent to this Agreement that provides the City of Portland with new funding that can directly fill revenue shortfalls for local government police bureaus. If such funds are allocated by the federal legislation and provided to the City, the PPA has the limited right to bargain for the deferred COLA date to move to an earlier date that is equivalent to the new federal funds from Congress that can directly fill revenue shortfalls. If the PPA reopens this Agreement pursuant to this paragraph (3) prior to the start of the successor negotiations that begin in January 2021, such reopener shall be addressed per the terms of ORS 243.698. If the PPA reopens this Agreement pursuant to this paragraph 3 after the start of the successor negotiations that begin in January 2021, the reopener will be addressed as part of successor negotiations. Any reopener must occur during the term of this Agreement.
4. The existing successor contract negotiations ground rules signed on March 13, 2020 shall apply to bargaining of a successor agreement. Such bargaining shall begin no later than January 13, 2021. The parties commit to a rigorous bargaining process and agree to meet on the following dates: January 13, 2021, January 27, 2021, February 10, 2021, February 24, 2021, March 10, 2021, and March 24, 2021. Other dates shall be scheduled expeditiously by the parties so that there are no unreasonable delays in bargaining. The first meeting shall be hosted by the City.
5. The PPA agrees that the City may proceed with the Portland Street Response pilot program as follows:
 - a. The Portland Street Response pilot program policies and procedures shall be consistent with the criteria provided for in the 1083-2019

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Portland Street Response pilot implementation plan report and supporting documentation recorded with the City of Portland Auditor's office on November 20, 2019, except that the City is not limited to one team in the Lents neighborhood, but may instead have up to six teams within and around the City;

- b. The PPA retains its collective bargaining rights over any implementation of the Portland Street Response program beyond the pilot program;
 - c. The Portland Street Response pilot program is intended to supplement existing public safety response in the City.
6. The Parties have entered into this Agreement to address the economic impacts of the State of Emergency related to the Coronavirus pandemic and, as such, this Agreement does not set a precedent except for the terms set forth herein.
7. This Agreement shall take effect only upon ratification by the membership of the PPA and by the City Council.

So AGREED.

For the Portland Police Association:

Daryl Turner
PPA President

6/8/2020
Date

For the City:

Cathy Bless
Director of the Bureau of Human Resources

06-08-2020
Date

Approved as to Form:

Heidi Brown
Chief Deputy City Attorney

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Date

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Approved as to Form:



Anil Karia
Attorney for Portland Police Association

6/8/2020
Date