

City of Portland COVID-19 Letter of Agreement

Explanation of Worker Benefits

March 25, 2020

Protecting Worker Pay

- Employees who were scheduled for shifts between March 12th, 2020 and April 1, 2020, but whose shifts were cancelled, will receive pay for their scheduled shift.
- The City and Union will work together to provide new work opportunities for employees facing layoff.
- If you have an idea for necessary community services during this time of crisis that can be provided by a work group threatened with layoff, please contact your union office.

Protecting Worker Healthcare

- If an employee must take an unpaid leave due to COVID-19 pandemic, the City will maintain their health insurance coverage.
- Employees whose healthcare is dependent on an hours look back period will not be disqualified from future health insurance eligibility due to a loss of hours during the COVID-19 pandemic.

Protecting Worker Health

- Employees who are expected to work will receive proper personal protective equipment (PPE).
- Safety Coordinators will check-in frequently with the workforce
- Safety efforts will be given added emphasis.
- If you have safety concerns that management is not being responsive to, please contact a Union steward or representative.

Emergency Working Out of Classification

- When issues stemming from the state of emergency occur, management may work employees out of classification.
- When worked out of classification, employees will receive their normal pay rate.
- This is primarily to allow employees in the Parks Bureau who may otherwise lose their jobs to be redeployed in other roles.

Schedule Changes

- Employee schedules may be changed to limit social interaction and potential exposure to COVID-19.
- When the emergency is lifted, employees will return to their previous schedule.

Healthcare Documentation

- Employee need only be “seeking a medical diagnosis” for COVID-19 related symptoms to access sick leave.
- The City will provide flexibility to workers who are unable to get healthcare documentation from their healthcare provider in a timely manner for conditions unrelated to COVID-19.

Vacation Caps

- Employees who are required to work will be allowed to accrue leave over their vacation cap for the duration of the emergency.
- When the emergency is over and normal operations resume, the Union and City will meet to agree on a date by which employees must use vacation leave beyond the cap or lose it.

Work Plans for Members at High Risk

- Employees who are at high risk for complications from COVID -19 have the right to communicate with a supervisor, manager, or human resources business partner to develop a specific work place accommodation plan.
- The Centers for Disease control lists high risk individuals here: <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/people-at-higher-risk.html>
- If you are having difficulty receiving accommodation, please contact a Union Steward or Representative.

Dependent Care Limits

- During the state of emergency, the City will lift the 104-hour limit on dependent care. Members will be able to use all of their sick leave accrual to provide dependent care.

Federal Families First Coronavirus Response Act

The COP COVID-19 Letter of Agreement also incorporates benefits provided by the recently enacted Federal Families first Coronavirus Response Act. Please see attached flow chart for sequencing of benefits.

Other Important Information

- The Letter of Agreement can be ended by either the City or Union with 7-days notice.
- If you have used all of the leave possible under this agreement (see leave flow charts), please contact the Union Office. We will try to work with the City on behalf of individuals with particularly difficult circumstances to extend benefits on an individual or small group basis.