

## **Letter of Agreement for Face Covering Policy Impacts**

The parties to this Agreement are the City of Portland (City) and the following unions (collectively, "Unions"): The District Council of Trade Unions (DCTU), Laborers' International Union of North America (LiUNA) Local 483; and Professional Technical Employees, Local 17 (PROTEC17).

### **Background**

- 1) On June 17<sup>th</sup>, 2020 the City sent notice to the Unions of the creation of the Face Coverings Citywide Policy. Shortly thereafter LiUNA Local 483, The District Council of Trade Unions (DCTU), and PROTEC17 demanded to bargain the impacts of this policy.
- 2) On June 30<sup>th</sup>, 2020 the City sent notice to the Unions of the creation of the Workplace Contact Tracing Guidelines. Shortly thereafter LiUNA Local 483, The District Council of Trade Unions (DCTU), and PROTEC17 demanded to bargain the impacts of this policy.
- 3) On August 13<sup>th</sup>, 2020 the City sent notice to the Unions of the second draft of the Citywide Workplace Health and Safety Guidance. Shortly thereafter LiUNA Local 483, The District Council of Trade Unions (DCTU), and PROTEC17 demanded to bargain the impacts of this policy.
- 4) The City and Unions met to discuss the impacts of the Face Coverings Citywide Policy as well as the Contact Tracing Policy and the and COVID-19 City Workplace Health and Safety Guidance - Second Draft. The below agreement represents both parties' efforts to resolve impacts resulting from those policies.

### **Agreement**

The parties hereby agree as follows:

- 1) This LOA is in response to the pandemic. Because the guidance from public health agencies continues to change as they learn more about the disease, the parties acknowledge that implementation of this agreement requires flexibility to permit the City to adapt to the changes.
- 2) Employees covered by this agreement who believe the City's COVID-19 City Workplace Health and Safety Guidance and Workplace Contact Tracing Guidelines are not being adhered to in their work site shall work with their manager or HR Business Partner for resolution. If a conflict with the guidance still exists, the employee may appeal to their bureau's Safety Officer or ECC Safety Officer at [ECCSafetyOfficer@portland.gov](mailto:ECCSafetyOfficer@portland.gov). If such appeal does not result in a satisfactory resolution, then the employee may move their concern to step 2 of the individual Union's grievance procedure for resolution.

- 3) When City employees are required to work within six (6) feet of their co-worker(s), customer(s), other city employee(s), supervisor(s) or any other person(s) in the worksite for fifteen minutes or greater, appropriate and available personal protection equipment will be provided consistent with the most up-to-date health guidance (e.g. an N95 mask and goggles). If an employee still feels unsafe working under these conditions, they will notify their supervisor or manager who will seek a replacement to perform the work. While the supervisor or manager is seeking a replacement, the employee will continue to perform their work. Supervisors or managers will seek replacement volunteers immediately and without unnecessary delay. If no replacement volunteers to stand in, then the employee will remain assigned to complete the task. An employee who does not want to ride in a vehicle with another co-worker(s), customer(s), other city employee(s), supervisor(s) or any other person(s) may request an alternative from their manager. While the City encourages employees to utilize City vehicles and take appropriate COVID precautions, when an employee feels unsafe, the employee may choose to use their personal vehicle to drive to a work site. In that event, the City will not reimburse them for mileage or other expenses related to the use of their personal vehicle and the employee's insurance will be the primary insurance.
- 4) Any employee covered by this agreement, if a co-worker(s), customer(s), other city employee(s), supervisor(s) or any other person(s) in the worksite is violating social distancing standards or refusing to wear or properly wear a mask, can ask the offending person to leave or maintain proper distance or refuse entry to worksite or building or the employee can immediately remove themselves from the situation. Any employee who encounters this situation shall call their supervisor (or higher manager, if their supervisor is the offending party) to report the incident as soon as it is safe to do so and shall thereafter follow the direction of their manager/supervisor.
- 5) Where employees are required to share tools with co-workers, they will be provided with the proper sanitizing supplies to ensure that tools are sanitized before and after being used. Where it is required that employees sanitize surfaces and work spaces, they will be provided with adequate training and materials to do so. All cleaning protocols will be subject to review by safety personnel and facility manager upon request.
- 6) The City will make available an instructional video to assist employees in the proper donning, doffing, cleaning and wearing of facial coverings including N-95 Masks.
- 7) An employee can request a re-assessment of the risk level of their job classification or the actual job duties being performed (with a focus on the additional risks posed by COVID-19) with their supervisor and a safety officer from the bureau. Every effort should be made to reduce potential risks to the employee, including minimizing contact with others in the workplace or the continued, partial, or full telework.
- 8) The name and contact information of relevant safety personnel shall be made available to employees via posting on the City website, initial notification via email, and posting in key high-traffic worksite areas that easily accessible.

- 9) The parties will collaborate on the identification of workgroups that would benefit from a union representative's perspective related to COVID response and facility re-openings.
- 10) The City will work with employees to institute alternate schedules to support the ability for remote workers to flex their time throughout the day and week. (For example, flexing time throughout the day, staggering start and end times throughout the week, or altering shift length day to day to support comprehensive distance learning or hybrid learning models or any care giving duties.) The Unions agree that such flexibility should not result in overtime or shift differential when the request is made by an employee in order to provide for the care of a dependent.
- 11) While schools and childcare facilities remain closed or are in comprehensive distance learning, hybrid, or similar models, if the City changes current directives to telework, the parties agree to meet and confer over how to best support working families.
- 12) Contingent upon space availability and inter bureau coordination, employees who are unable to telework will be prioritized for workspace in a City facility, even if the facility is not the employee's regular worksite. Employees can self-identify the need to be prioritized.
- 13) The Parties agree to form a Labor-Management Workgroup on supporting remote workers. The Parties will meet starting in January 2021. The goal of the Workgroup is to analyze current distribution of City-owned telework equipment, including computers, phones, and ergonomic equipment, review current bureau practices, and prepare written recommendations to the BHR Director and City Council.
- 14) Consistent with the most current guidance, OSHA standards and Bureau protocols, the City will endeavor to clean and sanitize common spaces between shifts and avoid overlapping shifts to the extent possible consistent with current bureau practices.
- 15) New or renewed contracts with the City are required to commit in writing to providing the City of Portland contact tracing information in the event one or more of the contractor's employees either has symptoms of COVID-19 or test positive for COVID-19.
- 16) A twenty-four (24) hour hotline will be made available for employees and supervisors to call in order to receive support with COVID-19 related workplace exposures, including incidents of COVID-19 or COVID-19 related symptoms in the workplace. Non-urgent matter can be raised with the employee's HR Business Partner, their bureau's Safety Officer, or the City's Occupational Health Nurse whenever possible.
- 17) Juneteenth, celebrated on June 19th of every year, will be added as a holiday to each of the collective bargaining agreements between the Unions and the City.
- 18) This agreement resolves all impacts of the Citywide Face Coverings Policy, Contact Tracing Policy, and COVID-19 City Workplace Health and Safety Guidance - Second Draft.

19) Either party may terminate this agreement with seven (7) days' written notice, excluding the provision on Juneteenth. This Agreement is based on the circumstances described above and does not constitute or create a precedent for any party to this Agreement.

So Agreed:

      /                    /                      
LiUNA 483

NOVEMBER 10, 2020  
Date

*[Signature]*  
AFSCME 189

11/9/2020  
Date

*[Signature]*  
IBEW 48

11/9/20  
Date

*[Signature]*  
PROTEC17

11/6/20  
Date

Cathy L. Bless  
City of Portland

11/6/2020  
Date