

ORDINANCE No. 180373

* Authorize a Settlement Agreement with the Portland Police Association to resolve grievances regarding benefits provided under Clause 49.2 of the Labor Agreement that will also provide continuing guidance to the parties for administration of benefits (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Representative of the Portland Police Association (PPA) and the City have conferred in good faith to resolve grievance disputes involving "continuing benefits" provided to members of the PPA bargaining unit that have been injured on the job as provided under Clause 49.2 of the *Labor Agreement*. The parties have executed a *Settlement Agreement* that resolves three grievances as well as provides guidance to resolving other similar claims for benefits by additional members of the PPA bargaining unit. Further, the Settlement Agreement provides a means by which to resolve similar potential disputes that may occur in the future.

NOW, THEREFORE, the Council directs:

- a. That the Mayor and Auditor are hereby authorized to execute a *Settlement Agreement* between the City and the Portland Police Association in accordance with the *Settlement Agreement* attached as Exhibit A and Exhibit A-1.
- b. The Mayor and Auditor are hereby authorized to direct payment, subject to the appropriate withholding, to the listed members of the Portland Police Association as specified in Exhibit A-1 from the Police Bureau General Fund for the sum total of \$21,033.20.

Section 2. The Council declares that an emergency exists because delay would unnecessarily delay the orderly implementation of the provisions of the labor agreement; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, August 16, 2006

Mayor Tom Potter
Yvonne L. Deckard
July 31, 2006

GARY BLACKMER
Auditor of the City of Portland
By: /S/ Susan Parsons
Deputy

SETTLEMENT AGREEMENT

City of Portland and the Portland Police Association (PPA)

This *Settlement Agreement* applies to following grievances:

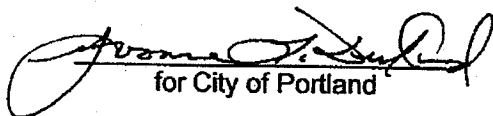
- Grievance initiated by officer Tom Fennel on or about June 21, 2005 regarding the "continuation of benefits" under Clause 49.2 the labor *Agreement* (L/ER File No. 05-045)
- Grievance initiated by officer Stuart Palmiter on or about September 16, 2005 regarding the "continuation of benefits" under Clause 49.2 the labor *Agreement* (L/ER File No. 05-064)
- Grievance initiated by the PPA on behalf of an unspecified group of grievants or about September 16, 2005 regarding the "continuation of benefits" under PPB General Order 410.00 (L/ER File No. 05-063)

Clause 49.2 of the labor *Agreement* provides as follows:

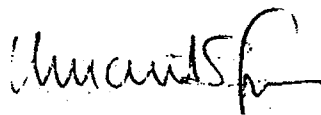
49.2 The City shall pay no more than a total of twenty-four (24) months of benefits (medical, dental, vision, life) per injury or disability in a **thirty-six (36) month period from the date of the initial injury or disability**. The City shall only be responsible for the City's share of any premium due. (emphasis added)

It is the mutual preference of the parties to resolve the above referenced grievances as follows:

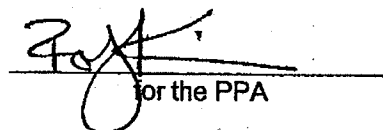
1. For duration from the date of execution of this *Settlement Agreement* to June 30, 2010, the City/Police Bureau shall administer the above referenced clause to mean that in each instance wherein a bargaining unit member is placed on LOS and concurrently qualifies for FPD&R benefits for a work related illness or disability a new thirty-six month period of benefit eligibility shall be established.
2. The claims for benefits by Grievants, Officer Tom Fennel and Officer Stuart Palmiter shall be evaluated on the basis of the criteria expressed in Section 1, above. Further, outstanding claims submitted by Dave Ragland, Jack Bodenigheimer, Peter Hurley, Bill Ollenbrook, John Winn shall also be evaluated on the basis of the criteria expressed in Section 1 above. The parties agree upon validation and reconciliation of these claims, the above referenced employees shall be reimbursed accordingly. If the amount to which the *Settlement Agreement* refer is equal to or more than \$5,000, this *Settlement Agreement* is subject to ratification by the City Council.
3. In consideration for the City's adjusted administration of the Clause 49.2 as provided herein, the PPA and shall withdraw each of the above referenced grievances with prejudice.
4. The PPA acknowledges that it has been placed on notice that the City will likely seek an amendment to Clause 49.2 during negotiations for a successor labor *Agreement*.


for City of Portland

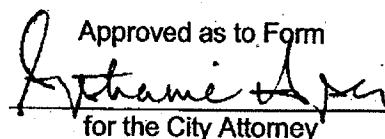
Date: April 28, 2006



3-3-06


for the PPA

Date: 3-3-06

Approved as to Form

for the City Attorney

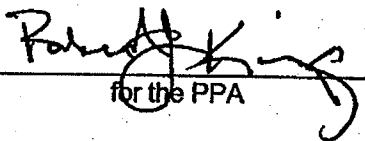
Date: 4.26.06

City of Portland and the Portland Police Association (PPA)**Addendum - Validation and Reconciliation of Claims for Grievance Settlement Regarding:**

- L/ER Grievance File No. 05-045
- L/ER Grievance File No. 05-063
- L/ER Grievance File No. 05-064

The PPA stipulates that the *Grievance Settlement* referenced above as signed by the PPA on March 3, 2006 and by the BHR Director on April 28, 2006 shall be completely satisfied by remitting the following amounts to the listed members of the PPA bargaining unit:

Tom Fennel	\$700.00
Stuart Palmiter	\$1,925.28
Jack Boedigheimer	\$705.32
Peter Hurley	\$5,300.00
Bill Ollenbrook	\$2,127.52
Stu Winn	\$5,757.13
Randy Teig	\$4,476.60
Marsha Carson	<u>\$41.35</u>
Total	\$21,033.20


for the PPA

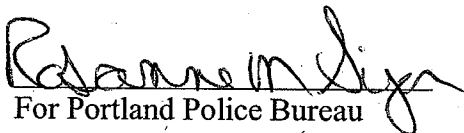
Date: 7.24.06

SUPPLEMENTAL SETTLEMENT AGREEMENT
(David Ragland)

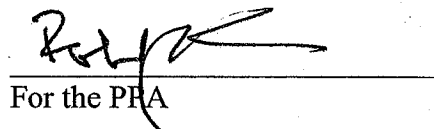
EXHIBIT B

Between the City of Portland (CoP) and the Portland Police Association (PPA).

1. This Supplement Settlement Agreement applies only to the grievance initiated by the PPA on or about September 16, 2005 on behalf of an unspecified group of grievants regarding the "continuation of benefits" (L/ER File No. 05-063). Its sole intent is to add Officer David Ragland to the July 24, 2006, Addendum to the original Settlement Agreement that the City of Portland and the Portland Police Association (PPA) entered into on April 28, 2006.
2. By its Settlement Agreement, the City/Police Bureau agreed to subsequently evaluate David Ragland's outstanding claim by the criteria set out in that original agreement itself.
3. The claims for benefits by several of the other grievants were explicitly settled as part of the original Settlement Agreement, and a satisfaction of remedy executed. The parties inadvertently omitted reservation of subsequent evaluation of the David Ragland claim from the satisfaction of remedy.
4. In evaluating David Ragland's claim, the City concludes that he has provided sufficient documentation to validate his claim in the sum of \$10,160.63.
5. All other provisions of the original Settlement Agreement and Addendum remain in full force and effect.
6. This agreement shall be effective upon adoption by the Portland City Council.


For Portland Police Bureau

Date: 4/24/08

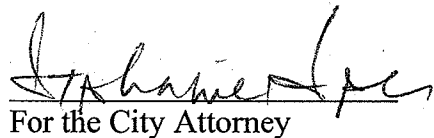

For the PPA

Date: 4.14.08


For City of Portland

Date: 06 May 2008

Approved as to Form


For the City Attorney

Date: 4/10/08