

Letter of Agreement
(Labor Management Benefits Committee)

The parties to this Letter of Agreement are the City of Portland (City) and the City of Portland Professional Employees Association (COPPEA).

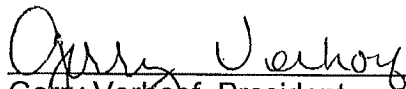
Background

1. The City and COPPEA are parties to a Collective Bargaining Agreement (CBA) effective July 1, 2010 to June 30, 2013.
2. The City and AFSCME Local 189-3 (Portland Housing Bureau) ratified an initial labor agreement on March 21, 2012.
3. Article 14.1 of the Portland Housing Bureau initial labor agreement states that "the City shall endeavor to enter into a Letter of Agreement with each of the labor organizations who participates in the LMBC in order to add one (1) AFSCME, Local 189 Portland Housing Bureau bargaining unit representative and one (1) additional City representative to the LMBC".

Agreement

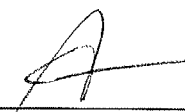
1. The City and COPPEA have agreed to amend the current CBA to include one (1) AFSCME Local 189-3 (Portland Housing Bureau) bargaining unit representative and one (1) additional management representative to the Labor Management Benefits Committee (LMBC) as outlined in the attached Tentative Agreement.
2. The parties have bargained to completion regarding adding members to the LMBC.
3. This Letter of Agreement addresses the special circumstances referenced herein and shall not establish any precedent whatsoever.
4. This Agreement shall be effective upon approval by ordinance by the Portland City Council.

For COPPEA:


Gerry Verhoef, President


8/29/12
Date

For the City:


Anna Kanwit, BHR Director

12-19-12
Date

Approved as to Form:


Stephanie Harper, Deputy City Attorney

12-17-12
Date

ARTICLE 16
HEALTH AND WELFARE

Section 1, Labor/Management Benefits Committee.

- (a) The parties agree to the continuation of the citywide Labor/Management Benefits Committee. The Committee will consist of ~~12~~ 14 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), ~~and the Portland Police Commanding Officers Association (PPCOA), and AFSCME~~ Local 189 representing the Portland Housing Bureau (PHB). The remaining ~~six-seven~~ (7) members shall be appointed by the city.
- (b) A quorum of ~~ten (10)~~ twelve (12) voting members is required for the Committee to take action. An absent Committee member may designate a substitute with full voting authority. Any Committee member may invite one or more visitors to attend Committee meetings.
- (c) The Committee shall select its chairperson, who shall serve at the will of the Committee.
- (d) In order to make a recommendation to the City Council, at least ~~ten (10)~~ twelve (12) Committee members must vote in favor of the recommendation. The Committee shall be responsible for establishing internal Committee voting and decision-making processes.
- (e) Members of the Committee shall be allowed to attend Committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a Committee member, the city shall make every effort to adjust the shift of the member to allow the member to attend while on duty.
- (f) The Committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1 of each year.
- (g) The City Council shall retain the discretion to implement or reject any of the Committee's recommendations. In the event the Committee makes a recommendation that is consistent with the Committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum city contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. (For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X," but Council rejects the design change and therefore the two party rate is \$350 per month per employee, the city contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.)

The City is not proposing any other changes to Article 16.

Letter of Agreement
(Labor Management Benefits Committee)

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


Background

1. The City and PPCOA are parties to a Collective Bargaining Agreement (CBA) effective July 1, 2010 to June 30, 2013.
2. The City and AFSCME Local 189-3 (Portland Housing Bureau) ratified an initial labor agreement on March 21, 2012.
3. Article 14.1 of the Portland Housing Bureau initial labor agreement states that "the City shall endeavor to enter into a Letter of Agreement with each of the labor organizations who participates in the LMBC in order to add one (1) AFSCME, Local 189 Portland Housing Bureau bargaining unit representative and one (1) additional City representative to the LMBC".

Agreement

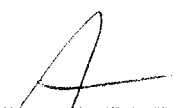
1. The City and PPCOA have agreed to amend the current CBA to include one (1) AFSCME Local 189-3 (Portland Housing Bureau) bargaining unit representative and one (1) additional management representative to the Labor Management Benefits Committee (LMBC) as outlined in the attached Tentative Agreement.
2. The parties have bargained to completion regarding adding members to the LMBC.
3. This Letter of Agreement addresses the special circumstances referenced herein and shall not establish any precedent whatsoever.
4. This Agreement shall be effective upon approval by ordinance by the Portland City Council.

For PPCOA:


Bryan Parman, President

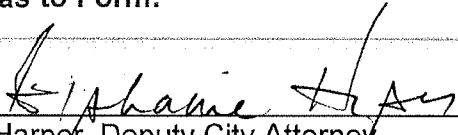
09/28/2012
Date

For the City:


Anna Kanwit, BHR Director

10-19-12
Date

Approved as to Form:



Stephanie Harper, Deputy City Attorney

12-17-12

Date

ARTICLE 15 - HEALTH AND WELFARE**A. Labor/Management Benefits Committee**

1. The parties agree to the continuation of the City-wide Labor/Management Benefits committee. The committee will consist of ~~twelve (12)~~ fourteen (14) members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), ~~and the Portland Police Commanding Officers Association (PPCOA), and AFSCME, Local 189 representing the Portland Housing Bureau (PHB).~~ The remaining ~~six seven (7)~~ members shall be appointed by the City.
2. A quorum of ~~ten (10)~~ twelve (12) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings.
3. The committee shall select its chairperson, who shall serve at the will of the committee.
4. In order to make a recommendation to the City Council, at least ~~ten (10)~~ twelve (12) committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
5. Members of the committee shall be allowed to attend committee meetings on on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.
6. The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.
7. The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes and the number of participants under the plan(s) involved. (For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two-party rate is \$350 per month per employee, the City contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.)

The City is proposing no other changes to Article 15.

Letter of Agreement
(Labor Management Benefits Committee)

The parties to this Letter of Agreement are the City of Portland (City) and Laborers' International Union of North America, Local 483 (Laborers') representing certain employees in Portland Parks and Recreation (Recreation).


Background

1. The City and Laborers' are parties to a Collective Bargaining Agreement (CBA) effective July 1, 2010 to June 30, 2013.
2. The City and AFSCME Local 189-3 (Portland Housing Bureau) ratified an initial labor agreement on March 21, 2012.
3. Article 14.1 of the Portland Housing Bureau initial labor agreement states that "the City shall endeavor to enter into a Letter of Agreement with each of the labor organizations who participates in the LMBC in order to add one (1) AFSCME, Local 189 Portland Housing Bureau bargaining unit representative and one (1) additional City representative to the LMBC".

Agreement

1. The City and Laborers' have agreed to amend the current CBA to include one (1) AFSCME Local 189-3 (Portland Housing Bureau) bargaining unit representative and one (1) additional management representative to the Labor Management Benefits Committee (LMBC) as outlined in the attached Tentative Agreement.
2. The parties have bargained to completion regarding adding members to the LMBC.
3. This Letter of Agreement addresses the special circumstances referenced herein and shall not establish any precedent whatsoever.
4. This Agreement shall be effective upon approval by ordinance by the Portland City Council.

For Laborers':


Richard Beetle, Business Manager


12-14-12
Date

For the City:


Anna Kanwit, BHR Director

12-19-12
Date

Approved as to Form:


Stephanie Harper, Deputy City Attorney

12-17-12
Date

15. HEALTH AND LIFE INSURANCE**15.1 Labor/Management Benefits Committee.**

The parties agree to the continuation of the city-wide Labor/Management Benefits committee. The committee will consist of ~~12~~ 14 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), ~~and the Portland Police Commanding Officers Association (PPCOA), and AFSCME, Local 189 representing the Portland Housing Bureau (PHB).~~ The remaining ~~six-seven~~ (7) members shall be appointed by the city.

15.1.1 A quorum of ~~ten~~ twelve (12) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings.

15.1.2 The committee shall select its chairperson, who shall serve at the will of the committee.

15.1.3 In order to make a recommendation to the City Council, at least ~~10~~ twelve (12) committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.

15.1.4 Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the city shall make every effort to adjust the shift of the member to allow the member to attend while on duty.

15.1.5 The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.

The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum city contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. (For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is \$350 per month per

| City Proposal

~~employee, the city contribution will be increased \$52 per month per employee on the self-insured plan to give~~
credit for the change.

The City is not proposing any other changes to Article 15.

Letter of Agreement
(Labor Management Benefits Committee)

The parties to this Letter of Agreement are the City of Portland (City) and the American Federation of State, County and Municipal Employees Local 189-2 representing certain employees working at the Bureau of Emergency Communications (BOEC).

Background

1. The City and AFSCME Local 189-2 (BOEC) are parties to a Collective Bargaining Agreement (CBA) effective July 1, 2010 to June 30, 2013.
2. The City and AFSCME Local 189-3 (Portland Housing Bureau) ratified an initial labor agreement on March 21, 2012.
3. Article 14.1 of the Portland Housing Bureau initial labor agreement states that "the City shall endeavor to enter into a Letter of Agreement with each of the labor organizations who participates in the LMBC in order to add one (1) AFSCME, Local 189 Portland Housing Bureau bargaining unit representative and one (1) additional City representative to the LMBC".

Agreement

1. The City and AFSCME Local 189-2 (BOEC) have agreed to amend the current CBA to include one (1) AFSCME Local 189-3 (Portland Housing Bureau) bargaining unit representative and one (1) additional management representative to the Labor Management Benefits Committee (LMBC) as outlined in the attached Tentative Agreement.
2. The parties have bargained to completion regarding adding members to the LMBC.
3. This Letter of Agreement addresses the special circumstances referenced herein and shall not establish any precedent whatsoever.
4. This Agreement shall be effective upon approval by ordinance by the Portland City Council.

For AFSCME:



Rob Wheaton, Council Representative

9-18-12

Date

For the City:

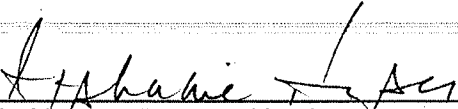


Anna Kanwit, BHR Director

12-19-12

Date

Approved as to Form:


Stephanie Harper, Deputy City Attorney

12-17-12
Date

12 HEALTH AND LIFE INSURANCE

12.1 Labor/Management Benefits Committee. The parties agree to the continuation of the city-wide Labor/Management Benefits Committee. The committee will consist of ~~12~~ 14 members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Instructors (Recreation), ~~and the Portland Police Commanding Officers Association (PPCOA), and AFSCME, Local 189 representing the Portland Housing Bureau (PHB).~~ The remaining ~~six-seven~~ (7) members shall be appointed by the City.

12.1.1 A quorum of ~~ten (10)~~ twelve (12) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings.

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12.1.6 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. (For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is \$350 per month per employee, the City contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.)

The City is not proposing any other changes to Article 12.

Letter of Agreement
(Labor Management Benefits Committee)

185856

The parties to this Letter of Agreement are the City of Portland (City) and the District Council of Trade Unions (DCTU).

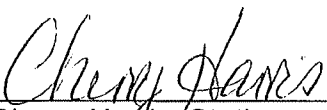
Background

1. The City and DCTU are parties to a Collective Bargaining Agreement (CBA) effective July 1, 2010 to June 30, 2013.
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Agreement

1. The City and the DCTU have agreed to amend the current CBA to include one (1) AFSCME Local 189-3 (Portland Housing Bureau) bargaining unit representative and one (1) additional management representative to the Labor Management Benefits Committee (LMBC) as outlined in the attached Tentative Agreement.
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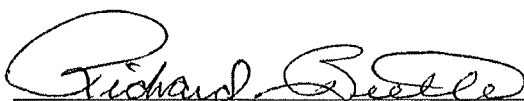
For the DCTU:


Cherry Harris, Stationary Coordinator
Operating Engineers, Local 701

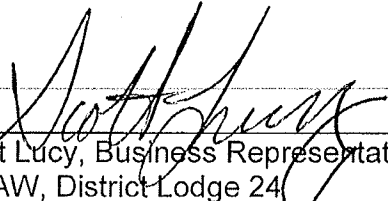
10/16/2012
Date


Rob Wheaton, Council Representative
AFSCME, Local 189

10/16/2012
Date

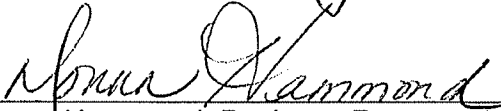

Richard Beetle, Business Manager
Laborers', Local 483

10-16-2012
Date


Scott Lucy, Business Representative
IAMAW, District Lodge 24

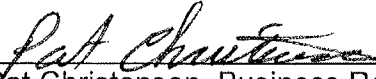
10-16-12

Date


Donna Hammond, Business Representative
IBEW, Local 48

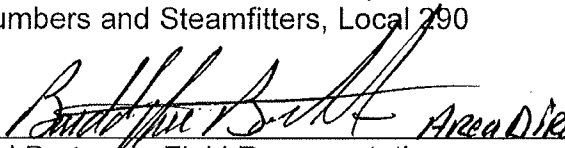
10/22/12

Date


Pat Christensen, Business Representative
Plumbers and Steamfitters, Local 290

10-16-12

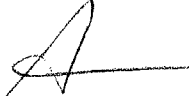
Date


Bud Bartunek, Field Representative
Painters and Allied Trades, District Council 5

10-17-12

Date

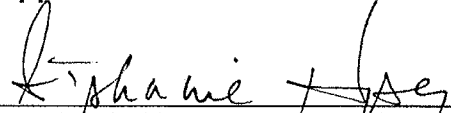
For the City:


Anna Kanwit, BHR Director

12-19-12

Date

Approved as to Form:


Stephanie Harper, Deputy City Attorney

12-17-12

Date

17. Health and Life Insurance**17.1 Labor/Management Benefits Committee**

- 17.1.1 The parties agree to the continuation of the City-wide Labor/Management Benefits committee. The committee will consist of ~~twelve (12)~~ fourteen (14) members. One member shall be appointed from each of the following labor organizations: the District Council of Trade Unions (DCTU), the Portland Fire Fighters' Association (PFFA), the City of Portland Professional Employees Association (COPPEA), AFSCME, Local 189 representing Emergency Communications Operators (BOEC), Municipal Employees, Local 483 representing Recreation Employees (Recreation), and the Portland Police Commanding Officers Association (PPCOA), and AFSCME, Local 189 representing the Portland Housing Bureau (PHB). The remaining ~~six (6)~~ seven (7) members shall be appointed by the City.
- 17.1.2 A quorum of ~~ten (10)~~ twelve (12) voting members is required for the committee to take action. An absent committee member may designate a substitute with full voting authority. Any committee member may invite one or more visitors to attend committee meetings.
- 17.1.3 The committee shall select its chairperson, who shall serve at the will of the committee.
- 17.1.4 In order to make a recommendation to the City Council, at least ~~ten (10)~~ twelve (12) committee members must vote in favor of the recommendation. The committee shall be responsible for establishing internal committee voting and decision-making processes.
- 17.1.5 Members of the committee shall be allowed to attend committee meetings on-duty time. In the event meetings are scheduled outside the regular shift hours of a committee member, the City shall make every effort to adjust the shift of the member to allow the member to attend while on duty.
- 17.1.6 The committee shall meet at least quarterly, and shall make written recommendations regarding plan design changes in the employee benefits program to the City Council no later than April 1st of each year.
- 17.1.7 The City Council shall retain the discretion to implement or reject any of the committee's recommendations. In the event the committee makes a recommendation that is consistent with the committee's authority, is actuarially sound and meets all the requirements of federal, state and local laws, and Council rejects the recommendation, any reductions in plan costs that may have occurred due to the change in plan design, will be treated as having occurred for the purposes of calculating the maximum City contribution under this agreement. These costs will be calculated by evaluating the premiums and/or rates as if the changes had occurred, the rates and/or premiums absent the changes, and the number of participants under the plan(s) involved. For example, if the self-insured plan two party rate would be \$298 per employee per month with the addition of a benefit design change "X", but Council rejects the design change and therefore the two party rate is \$350 per month per employee, the City contribution will be increased \$52 per month per employee on the self-insured plan to give credit for the change.

The City is proposing no other changes to Article 17.