



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2014-24  
**REGULAR MEETING DECEMBER 08, 2014**  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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REGULAR MEETING

7:00 P.M.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. APPROVAL OF AGENDA AND CONSENT AGENDA

(Approval of Consent Agenda passes all routine items indicated by an asterisk (\*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the General Agenda).

5. CITIZENS COMMENTS, oral communications to Council on any item not up for Public Hearing. Testimony is limited to five (5) minutes. Any person wishing to speak needs to complete the register located in the hallway. Normal standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, kindly silence all cell phone, electronic and messaging devices.
6. APPROVAL OF PREVIOUS MINUTES
7. SPECIAL ORDERS
8. READING OF THE BILL OF RIGHTS

9. MAYOR'S COMMENTS AND REPORT

10. UNFINISHED BUSINESS

- a) Ordinance No. 5960 – An Ordinance to Amend Fairbanks General Code Section 14-71 Multi-Vendor Events. Introduced by Mayor Eberhart. Public Hearing was held on November 24, 2014. POSTPONED from the Regular Meeting of November 24, 2014.

11. NEW BUSINESS

- \*a) Ordinance No. 5962 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the AFL-CIO Joint Crafts Council. Introduced by Mayor Eberhart.

12. DISCUSSION ITEMS (INFORMATION AND REPORT)

- a) Committee Reports

13. COMMUNICATIONS TO COUNCIL

- \*a) Memorandum Regarding City's 457(b) Plan – MetLife Update/Correction

14. COUNCIL MEMBERS' COMMENTS

15. CITY CLERK'S REPORT

16. CITY ATTORNEY'S REPORT

17. ADJOURNMENT

## THE BILL OF RIGHTS

### **Amendment 1 - Freedom of Religion, Press, Expression. Ratified 12/15/1791.**

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

### **Amendment 2 - Right to Bear Arms. Ratified 12/15/1791.**

A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

### **Amendment 3 - Quartering of Soldiers. Ratified 12/15/1791.**

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

### **Amendment 4 - Search and Seizure. Ratified 12/15/1791.**

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

### **Amendment 5 - Trial and Punishment, Compensation for Takings. Ratified 12/15/1791.**

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

### **Amendment 6 - Right to Speedy Trial, Confrontation of Witnesses. Ratified 12/15/1791.**

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence.

### **Amendment 7 - Trial by Jury in Civil Cases. Ratified 12/15/1791.**

In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law.

### **Amendment 8 - Cruel and Unusual Punishment. Ratified 12/15/1791.**

Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

### **Amendment 9 - Construction of Constitution. Ratified 12/15/1791.**

The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

### **Amendment 10 - Powers of the States and People. Ratified 12/15/1791.**

The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

**ORDINANCE NO. 5960**

**AN ORDINANCE TO AMEND FGC SECTION 14-71  
MULTI-VENDOR EVENTS**

**WHEREAS**, the City amended Business Licensing requirements in April 2007; and

**WHEREAS**, the City amended the multi-vendor events ordinance in April 2014; and

**WHEREAS**, since the April 2014 amendment, it has become clear that additional exemptions to the multi-vendor permit requirement may be warranted.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA**, as follows:

**SECTION 1.** Fairbanks General Code Chapter 14, Article III, is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~striketrough~~ font]:

**Sec. 14-71. Definitions.**

*Multi-vendor event* means an event such as a public show, bazaar, marketplace, festival, trade show, or other activity involving multiple vendors held at a single location. This includes events taking place with the same vendors over multiple weeks at a single location, not to exceed 15 cumulative days within a calendar year. Exempt from this article are:

**1.** Events held for the primary purpose of providing basic, on-site health and wellness services at no cost;

**2. Non-public events hosted by nonprofit organizations held in conjunction with conferences or conventions;**

**3. Events sponsored by an agency or instrumentality of the United States, or of the state of Alaska, or a municipality or other political subdivision thereof; and**

**4. events sponsored by community-based nonprofit organizations engaged in charitable, educational or civic pursuits.**

*Multiple-vendor event permit* means a permit issued by the city clerk to the sponsor of a multi-vendor event.

*Sponsor* means any individual, business or organization that organizes and manages a multi-vendor event.

**SECTION 2.** That the effective date of this Ordinance shall be the \_\_\_\_ day of November 2014.

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**John Eberhart, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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Janey Hovenden, MMC, City Clerk

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Paul J. Ewers, City Attorney

**ORDINANCE NO. 5960, AS AMENDED**

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MULTI-VENDOR EVENTS**

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**Sec. 14-71. Definitions.**

*Multi-vendor event* means an event such as a public show, bazaar, marketplace, festival, trade show, or other activity involving ~~multiple~~**15 or more** vendors held at a single location. This includes events taking place with the same vendors over multiple weeks at a single location, not to exceed 15 cumulative days within a calendar year. Exempt from this article are:

**1. Events held for the primary purpose of providing basic, on-site health and wellness services at no cost; and**

**2. Non-public events hosted by nonprofit organizations held in conjunction with conferences or conventions.**

*Multiple-vendor event permit* means a permit issued by the city clerk to the sponsor of a multi-vendor event.

*Sponsor* means any individual, business or organization that organizes and manages a multi-vendor event.

**SECTION 2.** That the effective date of this Ordinance shall be the \_\_\_\_ day of December 2014.

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**John Eberhart, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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Janey Hovenden, MMC, City Clerk

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Paul J. Ewers, City Attorney

**ORDINANCE NO. 5962**

**AN ORDINANCE RATIFYING A LABOR AGREEMENT BETWEEN  
THE CITY OF FAIRBANKS AND THE AFL-CIO CRAFTS COUNCIL**

**WHEREAS**, the three-year collective bargaining agreement between the City of Fairbanks and the AFL-CIO Crafts Council, effective January 1, 2014 through December 31, 2016, includes “reopener” provisions for wages and benefits for years two and three (2015 and 2016); and

**WHEREAS**, the AFL-CIO and City Administration have reached a tentative agreement on 2015 wages and benefits, plus other administrative changes to the CBA which incorporate the labor goals of the City Council and are consistent with the terms of other recently adopted labor contracts.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:**

**SECTION 1.** That the attached Letter of Agreement, detailing wage and benefit terms for 2015 and other administrative changes to the original 2014 – 2016 collective bargaining agreement between the City and the AFL-CIO Crafts Council, is hereby ratified.

**SECTION 2.** That this ordinance becomes effective upon ratification of the Letter of Agreement by the AFL-CIO Crafts Council bargaining units.

**SECTION 3.** That once ratified, the terms of the Letter of Agreement are effective starting January 1, 2015.

\_\_\_\_\_  
**John Eberhart, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Janey Hovenden, MMC, City Clerk

\_\_\_\_\_  
Paul J. Ewers, City Attorney



**CITY OF FAIRBANKS**

**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 5962

Abbreviated Title: Ratifying 2015 AFLCIO CBA

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget?	Yes	X	No	
2) additional support or maintenance costs?	Yes		No	X
If yes, what is the estimate?				
3) additional positions beyond the current adopted budget?	Yes		No	X
If yes, how many positions?				
If yes, type of positions?				(F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

<b>ESTIMATED EXPENDITURES</b>	<b>FY 2015</b>	<b>FY 2016</b>		<b>Total</b>
Wages & benefits 2.5% on the package	\$112,275	\$112,275		\$224,550
Change in pay scale	\$4,283	\$4,283		\$8,566
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL</b>	<b>\$116,558</b>	<b>\$116,558</b>		<b>\$233,116</b>

<b>ESTIMATED FUNDING SOURCES</b>	<b>FY 2015</b>	<b>FY 2015</b>		<b>Total</b>
General Fund	\$116,558	\$116,558		\$233,116
Capital Fund				\$0
Federal Grant				\$0
State Grant				\$0
Local Contract				\$0
Cash Match				\$0
In-Kind Match				\$0
Other				\$0
<b>TOTAL</b>	<b>\$116,558</b>	<b>\$116,558</b>	<b>\$0</b>	<b>\$233,116</b>

**Ordinance No. 5962**

**Page 2**

Reviewed by Finance Department: Initial JNS Date 12/4/2014

**Letter of Agreement**

**City of Fairbanks (COF)**

**and**

**Fairbanks AFL-CIO Crafts Council (the Union)**

The three-year collective bargaining agreement between the City of Fairbanks and the AFL-CIO Crafts Council, effective January 1, 2014 through December 31, 2016, included “reopener” provisions for wages and benefits for years two and three (2015 and 2016).

The City Administration and AFL-CIO have reached a tentative agreement on 2015 wages and benefits, plus other administrative changes to the January 1, 2014 CBA.

**THE CITY AND AFL-CIO HEREBY AGREE AS FOLLOWS:**

**Article 23. SCHEDULE “A” WAGES**, Sections 23.1, 23.2, and 23.4 are amended as follows:

**Section 23.1** – The following language shall be added to Section 23.1:

Effective January 1, 2015, employees will receive a 2.5% increase to the 2014 package rate.

**Section 23.2** – The current provision shall be replaced with the following language:

23.2 Application of the Package Rate Concept. The parties recognize that computing a full package rate, in which actual wages, health care, and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. The parties agree that future percentage increases will be applied to the package rate. Except as provided in this section or in addenda specifically addressing allocation, each Local may allocate the package rate to wages, pension, and health and welfare as it sees fit.

- (A) The Pension Protection Act of 2006 requires an annual actuarial status determination for multiemployer pension plans. An actuarial finding that a pension plan is underfunded can trigger, depending on the severity of the underfunding, the implementation of a plan to improve the funding and/or rehabilitate the plan. Because the funding improvement/rehabilitations plans mandated by the Pension Protection Act impose certain mandatory contributions to underfunded pension plans, the parties agree that the allocation discretion of Article 23.2 will need to be limited to insure compliance with the requirements of the Pension Protection Act and any improvement/rehabilitation plan.

- (B) Upon notification of a finding of underfunding, the parties agree to promptly meet and confer regarding the underfunded plan. Generally, the provisions of an improvement/rehabilitation plan must be implemented only after the CBA then in place expires. The parties may agree to implement the provisions of the improvement/rehabilitation plan earlier than required if the parties determine it would be advantageous to do so. The parties will prepare a separate addendum for each pension plan found to be underfunded. During the term of any addendum, the parties agree to meet and confer if either party believes there has been a change in circumstances that would warrant amendment of the addendum.
- (C) Any increase to the contribution rate for an underfunded pension plan required under an improvement/rehabilitation plan must be paid out of the package rate negotiated by the parties. The City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. No portion of the package rate may be allocated to any other purpose unless and until contributions and supplemental contributions to the underfunded pension plan have been satisfied.
- (D) If at any point, the underfunded pension plan emerges from its underfunded status and additional contributions under an improvement/ rehabilitation plan are no longer required, the allocation restrictions imposed by this section will be lifted.

**Section 23.4** – the current provision shall be replaced with the following language:

23.4 Office Manager and Dispatcher Rates:

The Office Manager positions, if used by the City, will be paid at a wage rate to be agreed upon by the City and Union in light of the skills and qualifications of the selected employee(s). The IUOE Dispatcher shall be paid at ninety (90%) percent of scale. The assistant dispatcher will be paid at seventy (70%) of scale.

**Article 3. EMPLOYER-UNION RELATIONS**, Sections 3.2(a) and (b) are amended and Section 3.11 is added as follows:

- 3.2 (a) The Union assumes the responsibility to supply the City with competent qualified workers with no discrimination of race, sex, sexual orientation, age, color, religion, disability, genetic information or national origin for those classifications listed in Article 23 of this Agreement. Recognizing the mutual benefits

derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Union. The City may reject any employee it finds unsatisfactory.

3.2 (b) It is hereby agreed that there shall be no discrimination by the City, or the Union, against any employee because of race, sex, sexual orientation, age, color, religion, disability, genetic information or national origin or because of membership in or lawful activity on behalf of the Union. To the extent allowed by law, the City further agrees to give priority of hire and job tenure to residents of the Fairbanks, Alaska, area when such possess the requisite skills and abilities and are available.

3.11 Work-Study Job Training Program. Recognizing the value of the High School Work Based Learning programs, the parties agree to a partnership program by which the City with local high schools for the purpose of work-study job training. Students participating in work-study opportunities, whereby they work with City employees covered by this CBA, will be exempted from membership in the Union and will not be eligible for wages and benefits provided under this CBA. Participation in this program is viewed as a learning opportunity and is not intended to displace staffing levels. If the Work-Study Memorandum of Agreement between the City of Fairbanks and the Fairbanks North Star Borough School District is terminated, this Work-Study section will also terminate. Either party may propose termination of this Work-Study section at any time. The parties agree to accept termination proposals only after the Mayor (or designee) and the Union's primary bargaining representative have attempted in good faith to remedy the grievance related to the termination proposal.

The parties agree that the intent of this program is not to displace Temporary or Regular workers from the Public Works Department. This LOA shall remain in effect unless the AFL-CIO Crafts Council gives thirty (30) days written notice of its desire to cancel the agreement. The Crafts Council agrees that it will not arbitrarily cancel the LOA. Furthermore, before the Crafts Council may send a notice of cancellation, it agrees to meet with the City and make a 'good faith' effort to resolve problem(s).

**Article 6. WORKING RULES,** a correction is made to Section 6.3(d) and Section 6.11 is amended as follows:

6.3 OVERTIME

(d) In the last sentence, December 1st shall be changed to December 31st

6.11 CALL OUT. If an employee is called by a Public Works supervisor to report to work on a scheduled day off, the employee will be paid a minimum of two (2) hours at the applicable overtime rate. All work over 2 hours will be paid in ¼ hour increments. De minimis time (such as answering a phone call) will be paid in ¼ hour increments.

**Article 7. HOLIDAYS**, Section 7.1 is amended as follows:

7.1 The following days shall be considered holidays: New Year's Day, Dr. Martin Luther King, Jr. Day (which shall be observed as a floating holiday in the same manner as a personal holiday), President's Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Alaska Day (which shall be observed as a floating holiday in the same manner as a the personal holiday; not on the actual date of the State holiday) Veteran's Day, Thanksgiving Day and Christmas Day. Floating holidays must be used in the year accrued or otherwise lost without cash value, and such other days as the City Council, by resolution may fix for City employees.

By: \_\_\_\_\_  
John Eberhart  
City Mayor

By: \_\_\_\_\_  
Lake Williams, Business Manager, AFL-CIO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 1

### Summary of Changes to Base Wage Rates based on Deletion of Packer Driver, Lead, Foreman and General Foreman 'Grandfather' Rules\*

<b>City of Fairbanks - AFL-CIO Craft Council</b>							
Classifications	Prior Package Rate	LONGEVITY	ADJUSTED PACKAGE	1.5%	2015 Base before approved CPI increase	Total benefits	Wage*
General Foreman	51.8400	-	51.8400	0.7776	52.6176	14.25	38.3576
<b>942</b>							
Foreman (Rice)	47.5049	-	47.5049	0.7126	48.2175	16.74	31.4726
Lead (Frarey)	47.5049	-	47.5049	0.7126	45.2500	16.74	28.5051
Packer Drivers (Fielder, Stowe, Roberts, Frarey)	47.5049	-	47.5049	0.7126	43.1628	16.74	26.4179
Laborer	39.4349	-	39.4349	0.5915	40.0264	16.74	23.2815
Eng. Tech	39.4249	-	39.4249	0.5914	40.0163	18.78	21.2314
Survey Party Chief	42.5149	-	42.5149	0.6377	43.1526	18.78	24.3677
<b>302</b>							
Foreman (Grant)	47.5100	-	47.5100	0.7127	48.2227	14.25	33.9727
Lead (Wheelock)	44.5800	-	44.5800	0.6687	45.2487	14.25	30.9987
Foreman							
Lead							
Operator	42.5300	-	42.5300	0.6380	43.1680	14.25	28.9180
<b>302</b>							
Foreman (Brunty)	47.5100	-	47.5100	0.7127	48.2227	14.25	33.9727
Lead (V. Scott)	44.5800	-	44.5800	0.6687	45.2487	14.25	30.9987
Foreman							
Lead							
Mechanic	42.5300	-	42.5300	0.6380	43.1680	14.25	28.9180
Dispatcher							26.0300
Assistant Dispatcher ( was: Clerk)							20.2426
<b>959</b>							
Cust. (Sargent, Nelson)	37.4100	-	37.4100	0.5612	37.9712	15.51	22.4612
Warehouse/Rec. Coord (Witt)*	45.0300	(2.7200)	42.3100	0.6347	45.6647	15.51	30.1547
Parts Person/Expeditior	42.2400	-	42.2400	0.6336	42.8736	15.51	27.3636
Inventory Spec.	39.5200	-	39.5200	0.5928	40.1128	15.51	24.6028
<b>Various</b>				ADD .50			
Trade Spec. Foreman							
Trad Spec. Lead (Hanson)*	47.9500	(2.7200)	45.7300	0.6860	49.1360	14.37	34.7660
Trade Spec. Foreman							
Trade Spec. (eg 1243)	42.3701		42.8701	0.6431	43.5132	15.55	27.9632

\*2015 2.5% cost of living increase not applied.

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By: \_\_\_\_\_  
John Eberhart  
City Mayor

By: \_\_\_\_\_  
Lake Williams, Business Manager, AFL-CIO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment 1


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General Foreman	51.8400	-	51.8400	0.7776	52.6176	14.25	38.3576
<b>942</b>							
Foreman (Rice)	47.5049	-	47.5049	0.7126	48.2175	16.74	31.4726
Lead (Frarey)	47.5049	-	47.5049	0.7126	45.2500	16.74	28.5051
Packer Drivers (Fielder, Stowe, Roberts, Frarey)	47.5049	-	47.5049	0.7126	43.1628	16.74	26.4179
Laborer	39.4349	-	39.4349	0.5915	40.0264	16.74	23.2815
Eng. Tech	39.4249	-	39.4249	0.5914	40.0163	18.78	21.2314
Survey Party Chief	42.5149	-	42.5149	0.6377	43.1526	18.78	24.3677
<b>302</b>							
Foreman (Grant)	47.5100	-	47.5100	0.7127	48.2227	14.25	33.9727
Lead (Wheelock)	44.5800	-	44.5800	0.6687	45.2487	14.25	30.9987
Foreman							
Lead							
Operator	42.5300	-	42.5300	0.6380	43.1680	14.25	28.9180
<b>302</b>							
Foreman (Brunty)	47.5100	-	47.5100	0.7127	48.2227	14.25	33.9727
Lead (V. Scott)	44.5800	-	44.5800	0.6687	45.2487	14.25	30.9987
Foreman							
Lead							
Mechanic	42.5300	-	42.5300	0.6380	43.1680	14.25	28.9180
Dispatcher							26.0300
Assistant Dispatcher ( was: Clerk)							20.2426
<b>959</b>							
Cust. (Sargent, Nelson)	37.4100	-	37.4100	0.5612	37.9712	15.51	22.4612
Warehouse/Rec. Coord (Witt)*	45.0300	(2.7200)	42.3100	0.6347	45.6647	15.51	30.1547
Parts Person/Expeditior	42.2400	-	42.2400	0.6336	42.8736	15.51	27.3636
Inventory Spec.	39.5200	-	39.5200	0.5928	40.1128	15.51	24.6028
<b>Various</b>				ADD .50			
Trade Spec. Foreman							
Trad Spec. Lead (Hanson)*	47.9500	(2.7200)	45.7300	0.6860	49.1360	14.37	34.7660
Trade Spec. Foreman							
Trade Spec. (eg 1243)	42.3701		42.8701	0.6431	43.5132	15.55	27.9632

\*2015 2.5% cost of living increase not applied.

## MEMORANDUM

TO: Mayor and Councilmembers

FROM: Deferred Compensation Committee  
Paul Ewers, Chair 

SUBJECT: City's 457(b) Plan – MetLife Update/Correction

DATE: December 4, 2014

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On November 24, the Council passed Resolution No. 4651, which authorized the Mayor to execute a deferred compensation plan provider contract with MetLife. In the memorandum that accompanied that resolution, I informed you that due to input from employees, the Deferred Compensation Committee had structured the agreement with MetLife so that employees would be able to continue in their current plan.

Shortly thereafter, it came to everyone's attention that there had been a major misunderstanding between the City and MetLife representatives. It was the Committee's understanding that employees would be able to continue in their current plan. MetLife's understanding was that employees could keep assets in their current plan but that all new contributions (after 1/1/15) would go into the MetLife plan. Both sides were perplexed, but after much discussion, it was clear that this was a genuine case of a mutual misunderstanding.

To resolve the impasse, the City proposed a compromise agreement of a three-year phase-in of MetLife as the only vendor for new contributions. Employees currently enrolled in the Plan will be able to continue with their current provider until 12/31/17, at

which time they will have to enroll with MetLife if they wish to continue participation in the City's 457(b) Plan.

The Committee recognizes that a number of employees will be upset at having to switch to MetLife or, in the alternative, end their participation in the Plan (participation is voluntary). On the other hand, the original goal was to get down to one vendor, and there are very sound reasons for doing so. The Committee and the City's consultant (Pacific Portfolio) support this compromise agreement.

Since one of the representations made to the Council prior to passage of the Resolution No. 4651 was that the contract with MetLife would allow employees to continue in their current plan, the Committee felt the Council should be informed of the change and given a chance to withdraw its approval. The contract has not been executed, so if the Council wished to revisit the matter, it could do so by way of a motion instructing the Mayor not to sign an agreement with MetLife if it includes a 3-year phase-in provision. No action by the Council would affirm the Mayor's authority to execute a contract with MetLife.