SETTLEMENT AGREEMENT

City of Portland and LIUNA Local 483/DCTU

This *Settlement Agreement* applies to following grievances:

- February 27, 2004 asserting a violation of Clause 7.4 – "Scheduling Grievance" as the working title.
- February 27, 2004 asserting a violation of Clause 9.4 – "Lunch Period Grievance" as the working title.
- February 27, 2004 asserting a violation of Clause 10.4.1 – "Stand-By Grievance" as the working title.
- February 27, 2004 asserting a violation of Clause 15.8 – "Vacation Grievance" as the working title.

The parties have conferred at length on the above referenced grievances. It is bilaterally recognized by the parties that these disputes arose from unique circumstances and that a bona fide dispute existed over the merits of the grievances. By their endorsement of this *Settlement Agreemen*t, neither party abandons its position on matters of contract interpretation or quality of evidence related to the referenced grievances. This *Settlement Agreement* is based solely on a mutual desire to address circumstances that are not well addressed by the terms of the labor *Agreement*. Thus, the parties hereby agree to resolve the above referenced grievances as follows:

1. Local 483 shall withdraw the "Vacation Grievance."

2. The Maintenance Bureau shall remit payments to employees as listed in Attachment A hereto. In consideration for same, Local 483 agrees that that the "Scheduling Grievance" is rendered moot and is, therefore, resolved.

3. The Maintenance Bureau shall remit payments to employees as listed in Attachment B hereto. In consideration for same, Local 483 agrees that that the "Lunch Period Grievance" is rendered moot and is, therefore, resolved.

4. The Maintenance Bureau shall remit payments to employees as listed in Attachment C hereto. In consideration for same, Local 483 agrees that that the "Stand-By Grievance" is rendered moot and is, therefore, resolved.

5. The parties stipulate that the terms of this *Settlement Agreement* shall not establish any precedent whatsoever. Nor shall this *Settlement Agreement* be used to support any future grievance or proposal that may be proffered in future labor contract negotiations either by LIUNA Local 483, any of its members or by DCTU or any constituent of the DCTU coalition.

_____	_____
for City of Portland	for LIUNA Local 483
Date: _____	Date: _____
	Approved as to Form
_____	_____
for Bureau of Maintenance	for the City Attorney
Date: _____	Date: _____