



CITY OF
PORTLAND, OREGON
OFFICE OF THE CITY ATTORNEY

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February 14, 2013

Mr. Richard Beetle
Business Manager
Laborers' Local 483
1125 SE Madison, Suite 206
Portland, OR 97214

Erica B. Askin
Laborer's Local 483
1125 SE Madison, Suite 206
Portland, OR 97214

Re: Brooks Staffing Grievance - Settlement Agreement

Dear Buz and Erica:

Attached please find an original Agreement in this matter signed by all of the parties.
Thank you for your assistance in settling this matter.

Sincerely,

Matthew V. Farley
Deputy City Attorney

MVF:lw

Enclosure

cc: Commissioner Fish
Mike Abbaté

Agreement
City of Portland and Laborers' Local 483
(Brooks Staffing/Article 6)

This agreement is between the City of Portland (City) on behalf of the Portland Parks and Recreation Bureau (Bureau) and Laborers' Local 483 (Union).

BACKGROUND

1. The City and the Union are parties to a Recreation Collective Bargaining Agreement (CBA) between the City and Laborers' Local 483 effective July 1, 2010 through June 30, 2013.
2. The Union filed a grievance on July 30, 2011 alleging that the City's process of contracting with Brooks Staffing violated Article 6 of the CBA.
3. The Union referred the matter to arbitration and a hearing on the bifurcated issue of procedural arbitrability was held on June 5 and 6, 2012.
4. On August 15, 2012 the Arbitrator issued a ruling in which he found that the grievance was arbitrable stating, "It is for a hearing on the merits to determine whether the Employer's contracting with Brooks for the period July 1, 2011 through March 22, 2014 was a violation of the Agreement between the Parties."
5. The arbitration is scheduled for hearing on February 25 and 26, 2013.
6. The parties have agreed to resolve the grievance as per the terms of this agreement in lieu of arbitration.

AGREEMENT

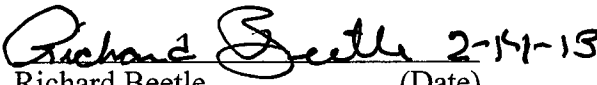
1. The City hereby agrees that after the expiration of the current Brooks contract on March 22, 2014 the City shall not contract out the services Brooks performed under its agreement with the City. This prohibition applies to contracting with Brooks or any other company for such services.
2. The Union hereby dismisses the grievance with prejudice.
3. The parties agree that this settlement does not impact their respective rights in bargaining the CBA and sets no precedent.
4. This agreement shall be effective upon signing by all parties and remain in effect thereafter for a period of three (3) years.
5. City agrees to pay the Union ~~\$2500~~ ^{#5000⁰⁰} as part of this settlement.

For the City of Portland:



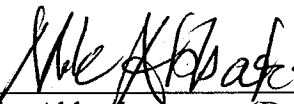
Anna Kanwit (Date) 2-14-13
Bureau of Human Resources Director

For Laborers' Local 483

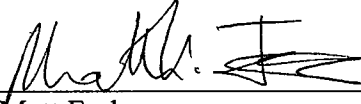


Richard Beetle (Date) 2-14-13
Business Representative

APPROVED AS TO FORM:



Mike Abbate (Date) 2-14-13
Bureau Director
Parks and Recreation



Matt Farley (Date) 2-14-13
Deputy City Attorney