

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

BETWEEN: City of Portland, Oregon

AND: Laborers LiUNA Local 483 Portland City Laborers

AND: Travis Perich

1. **Parties to the Settlement Agreement and Release of All Claims (hereinafter "Agreement")**

- a. The parties to this Agreement are the City of Portland (City), Laborers LiUNA Local 483 Portland City Laborers (Union) and Travis Perich (Employee).
- b. The term "City" means the City of Portland, the Mayor, City Council, their predecessors, successors, assigns, bureaus, divisions, commissions, boards, affiliates and related corporations, independent contractors of the City, and all of the past, present and future employees, representatives, insurers, and agents of such entities (all and each in their individual and representative capacities).

2. **Background and Purpose**

- a. The City discharged Employee on February 18, 2021 from his position as a Maintenance Mechanic with the City of Portland Bureau of Parks and Recreation at Portland International Raceway (PIR).
- b. The Union filed a discharge grievance on May 16, 2021, under the terms of the Labor Agreement between the City and the Union.
- c. The parties desire to settle and completely resolve any Union grievances, Unfair Labor Practice Complaints, or any complaints as well as such claims that Employee has made or could make in the future concerning or related to his employment with the City.

3. **Consideration**

3.1 **Payment**

After the effective date of this Agreement, the City shall deliver to Union a check in the amount of Fifteen Thousand and No/100ths Dollars (\$15,000.00), as a disputed claim settlement.

3.2 Complete Severance of Employment

As a condition for the consideration and undertakings provided by the City, Employee forever severs his past and future employment rights with the City. Employee agrees and promises that he is barred from applying for, accepting or otherwise seeking employment or reinstatement with the City and that any hiring or application shall be deemed null and void.

Employee and Union agree that, if employee should seek employment with the City, whether knowingly or unknowingly, at any time in the future, Employee and Union expressly waive the right to grieve, file an Unfair Labor Practice Complaint (ULP) or sue under federal or state law if he is denied employment in any matter.

3.3 General Release

In consideration of the promises made in this Agreement, Employee, by signing this Agreement, accepts this settlement as a complete and final resolution and settlement of any and all liabilities and claims, direct or indirect, known or unknown, under any state or federal authority, and voluntarily releases and forever discharges the City from all claims related to his employment as a City of Portland employee arising before the effective date of this Agreement.

3.4 Union Dismissal of Grievance with Prejudice and Waiver

Union agrees that immediately upon execution of this agreement the pending grievance(s) concerning employee is hereby withdrawn with prejudice. Union further waives its rights regarding any pending or future ULP Complaints grievances or other claims related to Mr. Perich and his employment with the City.

4. Covenants

Employee represents that, at the time he signs this Agreement, no charge, claim or action is currently pending with the EEOC, Oregon Bureau of Labor, Civil Service Board, or any court or administrative body. Employee further covenants not to prosecute, maintain or institute any action of any kind against the City for any reason related to his employment before the effective date of this Agreement.

5. **General Release**

In consideration of the promises made in this document, Employee, by signing this Agreement, accepts this settlement as a complete and final resolution and settlement of any and all liabilities and claims, direct or indirect, under any state or federal authority, and voluntarily releases and forever discharges the City from all claims arising from or in any way related to Employee's employment as a City of Portland employee or his severance from employment. This release and discharge includes, but is not limited to, any and all claims Employee has or might have asserted as grievances under a collective bargaining agreement or as claims in other actions, suits or proceedings that have or could have been brought under any labor agreement, the Charter and Code of the City of Portland, Oregon, any local, state or federal statutes and regulations, or common law, including, but not limited to the City of Portland Civil Service Rules, Human Resources Administrative Rules, the Oregon Employer Liability Law pursuant to Chapter 654 of the Oregon Revised Statutes, Oregon Fair Employment Practices Act (ORS Chapters 659A and 659), Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Federal Rehabilitation Act of 1973, all federal and state wage and hour statutes and the Federal Fair Labor Standards Act, the Americans with Disabilities Act, the Family Medical Leave Act, the Age Discrimination in Employment Act, the Uniformed Services Employment and Reemployment Rights Act of 1994 (38 USC Sections 4301-4333), 42 USC Sections 1981-1988, the Equal Pay Act of 1963, the Oregon Constitution and the Constitution of the United States, and all claims for attorney fees and costs.

6. **ADEA Release**

- a. Employee specifically waives any and all claims alleging discrimination in employment on the basis of age under state law, ORS 659.030, as well as claims under the federal Age Discrimination in Employment Act of 1967 (ADEA).
- b. For purposes of the ADEA, Employee acknowledges that he has had twenty-one (21) days to consider the release of all claims under the federal ADEA.
- c. Employee understands that he has seven (7) days following the date he signs this agreement to revoke his waiver of ADEA claims and that this portion of this Agreement waiving claims of age discrimination will not become effective until the revocation period has expired.
- d. By signing this document, Employee knowingly and voluntarily waives any and all claims under the ADEA as of the date that the settlement agreement is last signed by the parties and the 7-day revocation period has expired.

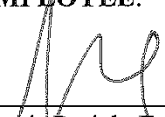
7. **Voluntary Agreement and Opportunity to confer with Counsel**

- a. This Agreement is contractual and not a mere recital. The parties acknowledge that they have carefully reviewed this document, that they sign this agreement of their own free will and accord and have had the opportunity to consult with counsel prior to executing this Agreement.
- b. Employee expressly acknowledges that this Agreement is voluntary and that he has had the opportunity to confer with an attorney of his own choice and/or with the Union regarding this settlement.

8. Acknowledgements

- a. This Agreement is not an admission of wrongdoing by any party.
- b. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written understandings, statements, representations or promises.
- c. The parties acknowledge that the facts regarding this particular matter are unique and that this Agreement shall not establish any precedent.

EMPLOYEE:




Travis Perich, Employee

02 SEP 2022

Date

LiUNA Local 483 Portland City Laborers

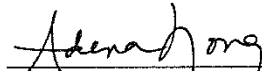


Authorized Union Representative

9/2/2022

Date

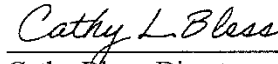
CITY OF PORTLAND



Adena Long, Director
Portland Parks Bureau

9/1/2022

Date

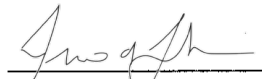


Cathy Bless, Director
Bureau of Human Resources

8-16-22

Date

APPROVED AS TO FORM:



Franco Lucehin, Senior Deputy City Attorney
Office of City Attorney

9/1/22

Date