

ORDINANCE No.

Authorize Memorandum of Understanding between the City, the Portland Police Association, and Richard Budry to correct Budry's vacation accrual error, and the City shall pay Budry the amount of \$12,041 (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City and the PPA are parties to a collective bargaining agreement (CBA) in effect November 11, 2016 through June 30, 2020.
2. Criminalist, Richard Budry, has been an employee of the Portland Police bureau since 2009.
3. The City discovered an issue related to Budry's rate of vacation accrual under the CBA. In good faith, the City notified the PPA and Budry of the issues and informally discussed a resolution to correct Budry's vacation accrual error.
4. The City, PPA, and Budry worked together to develop terms for a MOU allows the following:
 - a. The City shall pay Budry's the amount of \$12,041.07, which is the dollar value of 260.46 hours of under - accrued vacation leave at those rates of pay in effect in 2014, 2015, 2016, and 2018;
 - b. Budry will allocate and deposit the amount of \$12,041.07 into his pre-tax deferred compensation account with the City, subject to IRS contribution limitations but free from tax withholdings per IRS tax regulations. Any amount not allocated and deposits into Budry's pre-tax deferred compensation account with the City will be payable as wages and subject to payroll withholdings.
 - c. This agreement sets no precedent beyond the resolution of this matter on the terms set forth herein;
 - d. This agreement shall not be construed as an admission of fault or liability by the City; and
 - e. This agreement constitutes the full and final settlement and resolution of the matter and any and all issues, civic service complaints, grievances, lawsuits or unfair labor practice complaints, if any, that were asserted or could have been asserted by Budry or the PPA in connection with the matters that are the subject of this Agreement.

NOW, THEREFORE, the Council directs:

- a. The City Council hereby accepts the terms outlined in the MOU.
- b. The Director of the Bureau of Human Resources is authorized to sign the MOU with the agreement attached as Exhibit A.

Passed by the Council:

Mayor Ted Wheeler
Prepared by: Marquis Fudge
Date Prepared: August 21, 2020

Mary Hull Caballero
Auditor of the City of Portland
By

Deputy

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into between the City of Portland ("City"), the Portland Police Association ("PPA"), and Criminalist Richard Budry ("Budry").

BACKGROUND

- A. The City and the PPA are parties to a Collective Bargaining Agreement in effect November 11, 2016 through June 30, 2020. ("CBA").
- B. The City discovered an issue related to Budry's rate of vacation accrual under the CBA. In good faith, the City notified the PPA and Budry of the issue, and the parties informally discussed a resolution to correct Budry's vacation accrual error.
- C. The parties agree to resolve the issue short of litigation on the terms set forth below.

AGREEMENT

1. This Agreement is effective on the last signature date below.
2. The City shall pay Budry the amount of \$12,041.07, which is the dollar value of 260.46 hours of under-accrued vacation leave at those rates of pay in effect in 2014, 2015, 2016, and 2018.
3. Budry will allocate and deposit the amount of \$12,041.07 into his pre-tax deferred compensation account with the City, subject to IRS contribution limitations but free from tax withholdings per IRS tax regulations. Any amount not allocated and deposited into his pre-tax deferred compensation account with the City will be payable as wages and subject to payroll withholdings.
4. Upon receipt of the amount of \$12,041.07, Budry withdraws, waives, releases, and holds harmless City, and each of City's elected officials, officers, employees and agents, from any and all claims of any kind or nature, whether known or unknown, against City, or any of City's elected officials, officers, employees or agents, for the matters that are the subject of this Agreement.
5. This Agreement sets no precedent beyond the resolution of this particular matter on the terms set forth herein.
6. This Agreement shall not be construed as an admission of fault or liability by the City.
7. This Agreement constitutes the full and final settlement and resolution of the matter and any and all issues, civil service complaints, grievances, lawsuits or unfair labor practice complaints, if any, that were asserted or could have been asserted by Budry or the PPA in connection with the matters that are the subject of this Agreement.

For the City:

For the PPA:

Cathy L. Bless 08/05/20
Cathy Bless, Date
Director, Bureau of Human Resources

D T F 6/29/2020
Daryl Turner, President Date
Portland Police Association

Charles Lovell 7/16/20
Charles Lovell Date
Chief, Portland Police Bureau

Ted Wheeler, Date
Mayor and Commissioner in Charge

Employee:

Richard Budry 06/30/2020
Richard Budry Date

Approved as to Form:

Fallon Niedrist, Date
Deputy City Attorney

Anil Karia, 6/29/2020
Anil Karia, Attorney Date
Portland Police Association

IMPACT STATEMENT

Legislation title: Authorize Memorandum of Understanding between the City, the Portland Police Association, and Richard Budry to correct Budry's vacation accrual error, and the City shall pay Budry the amount of \$12,041 (Ordinance)

Contact name: Marquis Fudge
Contact phone: 503 823 3482
Presenter name: Marquis Fudge

Purpose of proposed legislation and background information:
 The purpose of this legislation is to authorization MOU between the City, PPA, and Burdry.

Financial and budgetary impacts:
 Upon approval the City shall pay Budry the amount of \$12,041.07. Which is the dollar value of 260.46 hours of under - accrued vacation leave at those rates of pay in effect in 2014, 2015, 2016, and 2018;

Budry will allocate and deposit the amount of \$12,041.07 into his pre-tax deferred compensation account with the City, subject to IRS contribution limitations but free from tax withholdings per IRS tax regulations. Any amount not allocated and deposits into Budry's pre-tax deferred compensation account with the City will be payable as wages and subject to payroll withholdings.

Community impacts and community involvement:
 This action is largely internal to City government processes.

100% Renewable Goal:

Budgetary Impact Worksheet

Does this action change appropriations?
 YES: Please complete the information below.
 NO: Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount