

City TA:

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## **Article 27. Wage Scales**

- 27.1 Upon request, with reasonable notice, the City will provide an accurate amount of the individual employee's accumulated sick leave, holiday, and vacation credits.
- 27.2 City Initiated Classification Changes. Before reclassifying any ~~AFSCME~~ ~~DETU~~ represented position, proposing a new classification in a ~~AFSCME~~ ~~DETU~~ represented series, or abolishing any ~~AFSCME~~ ~~DETU~~ represented classification, the Human Resources Director, or designee, shall notify the Unions affected by the proposed reclassification, creation or abolition, and discuss the effect thereof.
- 27.2.1 If the City reclassifies any represented bargaining unit position(s), and there is a disagreement over whether the new classification remains in the bargaining unit or over representation of the new classification, the parties will meet, within 10 working days (14) calendar days to attempt to resolve the matter by mutual agreement ~~prior to resorting to the procedures in the Public Employees Collective Bargaining Act.~~<sup>1</sup>
- 27.3 Reclassification Changes**
- 27.3.1 The City shall maintain a procedure for employees to initiate reclassification reviews.
- 27.3.2 Disputes about the appropriateness of reclassification of employees by management or denial of employee-initiated requests for reclassification may be appealed to the Human Resources Director and the Civil Service Board in accordance with the Personnel Rules of the City of Portland.
- 27.4 The Unions recognizes that the Human Resources Director and Civil Service Board have the sole authority to classify or reclassify positions.
- 27.5 **Granting of Status.** When a position is reclassified, the incumbent shall be granted status in the position when the following criteria are met:

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<sup>1</sup> Bargaining Note: The union retains all rights provided by PECBA

City TA:

Union TA:

- 27.5.1 Management makes a request to grant status when going through the position reclassification process; and
- 27.5.2 The employee is the current incumbent for the position being reclassified and has occupied the position and has performed substantially all the duties of the new classification over a period of time.
- 27.5.3 The employee being granted status meets the qualifications for the new classification.

**27.6 Wage Rates for New Classifications**

27.6.1 When any classification not listed in Schedule A is established, or when an existing classification is substantially revised, the City will set a wage range for the classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Schedule A.

27.6.2 Upon setting a wage range for the new classification, the City shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the City's notice, notify the City's designee for labor relations of its desire to bargain under the provisions of state law. The Union's demand to bargain will outline whether it is looking to bargain over wages, impacts or both. The City can establish an interim rate during bargaining.

27.7 **PERS/OPSRP.** The City agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). The City shall "pick-up", assume and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund and the Oregon Public Service Retirement Plan for the employee members then participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member contributions to the system shall continue for the life of this agreement and shall also be applicable to employees who first begin to participate in the system on and after July 1, 1980, to the termination of this agreement.

27.8 The full amount of required employee contributions "picked-up" or paid by

City TA:

Union TA:

the City on behalf of employees pursuant to this agreement shall be considered as “salary” within the meaning of ORS 238.005 (21) or ORS 238A.005 (16), as appropriate, for the purposes of computing an employee member's “final average salary” within the meaning of ORS 238.005 (8) or ORS 238A.130, as appropriate, but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200 or ORS 238A.330, as appropriate. Such “picked-up” or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 (2) or ORS 238A.335, as appropriate, and shall be considered to be employee contributions for the purposes of ORS 238.200 or ORS 238A.330, as appropriate.

27.9 City employees under Multnomah County Retirement System will receive in lieu of the PERS “pick-up” a six percent (6%) contribution by the City of Portland into its Deferred Compensation Program.

27.10 **Deferred Compensation.** The City shall allow employees under this contract to participate in the Deferred Compensation Program that is currently available to employees. However, if the program is determined not to be allowable as a tax deferral under the Internal Revenue Code, the participating employee shall hold the City and the union harmless against any and all claims, demands, or other forms of liability arising as a result of any invalidation of the terms and conditions of the Program.