

# **METROPOLITAN EXPOSITION-RECREATION COMMISSION**

## **RESOLUTION NO. 94-77**

**WHEREAS, Measure 8 requires employees to pay the previously employer paid 6 percent employee "pick up" contribution out of wages or salaries beginning January 1, 1995; and**

**WHEREAS, Metro ERC has discussed this additional cost to employees with AFSCME Local 3580-1, as well as amending three provisions in the Collective Bargaining Agreement which were of concern to Metro ERC; and**

**WHEREAS, Metro ERC and AFSCME Local 3580-1 have reached a tentative agreement that gives both the full-time employees and Metro ERC a reasonable resolution to these important issues; and**

**WHEREAS, The tentative agreement provides a 5.5 percent increase in wages or salaries for full-time employees in the AFSCME Local 3580-1 bargaining unit, and Metro ERC has budgeted this amount in the Fiscal Year 1994-95 Budget; and**

**WHEREAS, The tentative agreement is cost neutral to Metro ERC; and**

**WHEREAS, The tentative agreement is subject to ratification by a Metro ERC resolution; and**

**WHEREAS, Pursuant to Metro Code Section 6.01.080, Metro ERC resolutions such as this do not take effect for 10 days after approval by Metro ERC, and during that time are subject to review by the Metro Council; and**

**WHEREAS, On December 22, 1994, the Metro Council is considering a 5.5 percent pay increase for Metro employees; and**

**WHEREAS, The Commission wishes to maintain parity with Metro with respect to this issue; and**

**WHEREAS, The Metro Council has the ability to review the Commission's resolutions; and**

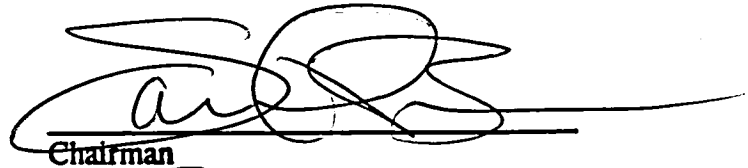
**WHEREAS, By passing this Resolution now, the Commission can enable Metro to review this action on December 22, 1994, at the same time that the issue relating to Metro employees is before the Council; now, therefore,**

**////**

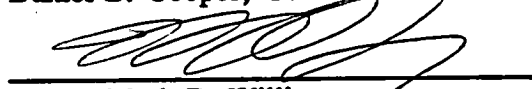
**BE IT RESOLVED,**

1. That the AFSCME Local 3580-1 Collective Bargaining Agreement is amended to include the tentative agreement in Exhibit "A" attached hereto.
2. That the pay schedule for the AFSCME Local 3580-1 is amended as shown in Exhibit "B" attached hereto.
3. That the Commission requests that the Metro Council exercise its authority to review and vote on this Resolution at its December 22, 1994, meeting, in order to ensure parity between Metro and Metro ERC employees on this issue.

**PASSED** by the Commission on December 14, 1994.

  
Chairman  
Secretary/Treasurer

**APPROVED AS TO FORM:**  
Daniel B. Cooper, General Counsel

  
By: Mark B. Williams  
Senior Assistant Counsel

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Settlement Agreement

Between the Metro E-R Commission and AFSCME LOCAL 3580-1

1. Effective December 16, 1994:

a. All employees in the AFSCME Local 3580-1 bargaining unit will receive a five and one-half percent (5-1/2%) pay increase. On the 5-1/2% increase, additional Employer variable fringe costs of approximately 1/2% equal an overall 6% cost impact to Metro.

b. Each salary range shall include the five and one-half percent (5-1/2%) increase.

c. Employees will commence paying the 6% employee pick up contribution for PERS.

2. MetroERC, through separate Resolution, will propose prior to December 31, 1994, to not consider the "picked up" amount deducted from an employees wages or salary as taxable income for tax purposes.

3. MetroERC shall have the ability to roll-back the five and one-half percent (5-1/2%) increase if lawsuits are won invalidating the mandatory 6% employee pick up contribution paid out of employees wages or salaries.

4. Article 7 - Non-Discrimination, is amended to read:

Section 1. The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation or Union activity.

Section 2. Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation which is brought to the Union for processing will be submitted directly to the OCC Director or the Metro Affirmative Action Officer either verbally or in writing. If the complaint is not resolved within ten (10) working days from the date of receipt of the complaint, it may be submitted to the Bureau of Labor and Industries for resolution.

Section 3. If any employee has a grievance alleging unlawful discrimination based on union activity, it shall be submitted at step 3 of the grievance procedure with a copy to the Metro Office of Personnel. Thereafter, the

grievance will be resolved by the Employment Relations Board and shall not be subject to the arbitration provisions of this Agreement.

5. Article 16 - Sick Leave, is amended to read:

Section 1. Except for part time Event Custodians, sick leave shall accrue at the rate of 4.33 hours per payroll period, or 104 hours per year, accrued in an unlimited amount. Sick leave shall not accrue during any period of leave without pay.

Section 2. An employee who meets any one of the following criteria may be deemed a high sick leave user:

- a) Exhaustion of all accrued sick leave.
- b) Use of thirty-two (32) hours of sick leave in the preceding 6 months, or
- c) Use of sick leave on five (5) or more separate occasions in the preceding six (6) months.
- d) An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not be deemed a high sick leave utilizer.

Section 3. An employee may use his/her accrued sick leave when temporarily unable to perform his/her work duties by reason of personal illness or injury, disability, medical or dental care subject to the limitations stated in this section and other sections of this article. An employee may use up to four (4) sick leave hours to visit a physician for medical or dental care per visit. In addition, where an employee's spouse, parent, child or other person for whom the employee is legal guardian becomes seriously ill, the employee will be permitted to use accrued sick leave hours. A maximum of forty (40) hours or five (5) working days per fiscal year may be used. The employee shall be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days cited above.

Section 4. An employee must notify the supervisor on duty of the nature and expected length of such absence at least two (2) hours before the start of the employee's shift.

Section 5. An employee shall be entitled to use a maximum of four (4) consecutive work days sick leave without a signed doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive work days' sick leave without a doctor's certificate.

Section 6. If an employee meets one or more of the criteria specified in Section 2 above and the employee thinks that the employee is abusing the sue of sick leave hours, the supervisor shall meet with the employee and his/her union representative to discuss the problem. If, after the meeting, there is evidence that the employee is abusing sick leave hours, he/she shall be placed on sick leave probation for six (6) months and may be required to obtain a doctor's certification for each absence due to injury or illness.

Section 7. An employee who continues to abuse sick leave hours after being placed on sick leave probation shall be subject to discipline pursuant to Article 24 of this Agreement as follows:

- a. two unauthorized sick leave days after being placed on sick leave probation results in a written reprimand;
- b. two more unauthorized sick leave days results in a 5-day suspension without pay;
- c. two more unauthorized sick leave days results in pre-dismissal.

Section 8. Where the Employer has reason to believe an employee is not physically capable of performing the duties of his/her position, the Operations Manager may require the employee to submit to a physical examination by a physician selected by the Employer. The cost of such examination shall be borne by the Employer and the information provided by the physician shall be limited to whether or not the employee is able to fully perform the duties of his/her position.

Section 9. The Employer and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. The Employer may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or the Employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 10. Full time employees using twenty-four (24) hours or less of sick leave hours within one (1) fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange for eight (8) hours of sick leave hours at the end of the fiscal year.

6. Article 23 - Grievance Procedure, is amended to read:

Section 1. A grievance shall be defined as any dispute regarding the meaning, application or interpretation of this Agreement. Where a particular article of this Agreement contains an alternate procedure for addressing disputes under that article, that article's procedure shall replace the procedure in this article.

Section 2. The following shall constitute the grievance procedure steps:

- a) **Step 1.** An employee alone or accompanied by the Union shall file a written grievance with ~~his/her immediate supervisor~~ the Operations Manager at the Convention Center or, Business Manager at Expo, whichever is applicable, the within fifteen (15) working days of the alleged violation or when the employee had first knowledge of such violation. The immediate supervisor shall respond in writing to the grievance within fifteen (15) working days following receipt of the grievance.
- b) **Step 2.** If the grievance has not been answered or resolved at Step 1, it may be presented to the ~~Operations Manager at the Convention Center or, Business Manager at Expo, whichever is applicable~~ OCC Director within ten (10) working days after the response from the immediate supervisor is due or received. The Operations Manager shall respond in writing within ten (10) working days following receipt of the grievance.
- c) **Step 3.** If the grievance has not been answered or resolved at Step 2, it may be presented to the General Manager within ten (10) working days from the date the Step 2 response is due or received. The General Manager shall respond in writing within ten (10) working days following receipt of the grievance.
- d) **Step 4.** A grievance that is not answered or resolved at Step 3 can be appealed to arbitration in writing by the Union. The Union shall notify Metro's Personnel Department within ten (10) working days from the date that Step 3 response was due or received.

Section 3. After the grievance has been submitted to arbitration, either Metro or the Union will request the Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, Metro and the Union shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The final name on the list shall be the arbitrator.

Section 4. The arbitrator's decision shall be sent to Metro and the Union within thirty (30) calendar days from the close of the hearing and that such decision shall be final and binding. The arbitrator shall have no power to add to, alter, modify, amend or subtract from the Agreement or establish any new wage rates

or pay ranges or establish new or revised existing class specifications. The losing party shall pay the cost of the arbitrator. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 5. After receipt of the Step 3 response, Metro and Union may mutually agree to take a grievance to mediation. The mediation shall be conducted by the Employment Relations Board Conciliation Division.

Section 6. Time limits may be extended in writing by mutual agreement.

Section 7. The grievance form to be used at all steps of this grievance procedure is attached as Exhibit B of this Agreement. If an employee is unable to use a grievance form, any grievance statement shall contain the following:

- Employee name and classification
- Employee's immediate supervisor
- Statement of the grievance and the related facts
- The articles of the Agreement alleged to be violated
- The remedy
- Date the grievance filed
- Employee's signature

FOR THE UNION:

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*Daniel W. Tofe*  
*DT*  
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Date: 12/1/94

FOR MetroERC:

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*P. P.*  
*R. M. Spier*  
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Date: 12/1/94

**METROPOLITAN EXPOSITION-RECREATION COMMISSION  
AFSCME, LOCAL 3580-1 (UTILITY WORKERS) PAY SCHEDULE**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>
<b>Event Custodian</b>	<b>8.09</b>	<b>8.80</b>
<b>Utility Worker I</b>	<b>9.61</b>	<b>10.46</b>
<b>Utility Worker II</b>	<b>10.59</b>	<b>11.52</b>
<b>Utility Grounds Maintenance</b>	<b>10.97</b>	<b>11.93</b>
<b>Utility Lead</b>	<b>11.65</b>	<b>12.67</b>
<b>Utility Grounds Lead</b>	<b>11.65</b>	<b>12.67</b>
<b>Utility Maintenance</b>	<b>12.00</b>	<b>13.05</b>
<b>Utility Maintenance Specialist*</b>	<b>12.65</b>	<b>13.44</b>

\* This classification shall be used only at Expo.

**Effective: December 18, 1994 - June 30, 1995**

**Prepared: December 2, 1994**



## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO 94-77, FOR THE PURPOSE OF RATIFYING THE AFSCME LOCAL 3580-1 SETTLEMENT AGREEMENT.

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Date: December 2, 1994

Presented by: Pat LaCrosse  
Paula Paris

**BACKGROUND:** With the passage of Measure 8, employers are prohibited from "picking up" the 6% employee contribution for PERS. Measure 8 further mandates that employees must pay the 6% employee contribution from wages or salary. This results in a reduction of employee pay by 6%.

AFSCME Local 3580-1 asked to bargain the impact of this pay reduction with MetroERC, and Metro and MetroERC agreed to discuss this issue with the union along with other issues of importance to MetroERC. As a result of those discussions, a settlement agreement has been reached which provides a reasonable resolution to these issues:

- Employees will receive a five and one-half percent (5-1/2%) pay increase effective December 16, 1994, which shall be incorporated into the pay schedule, and the employees will begin paying the 6% employee "pick up" contribution from wages or salary.
- Metro has the ability to roll back the 5-1/2% increase if lawsuits are won which invalidates the mandatory 6% employee pick-up from employee wages or salary.
- Article 7 - Non-Discrimination, Section 7.2, is amended to include the OCC Director in the complaint process.
- Article 16 - Sick Leave, Section 7, is amended to include a definition of progressive discipline after an employee has been placed on sick leave probation.
- Article 23 - Grievance Procedure, Section 2, is amended to include the OCC Director in the grievance process.

**FISCAL IMPACT:** This resolution will be cost neutral. Up to this point, MetroERC has regularly picked up the 6% employee contribution in PERS. However, with the implementation of Measure 8 the employees must now pick up that 6% employee contribution, which allows the budgeted 6% pick up amount to be used to neutralize this five and one-half (5-1/2%) pay increase. The 5-1/2% increase plus 1/2% variable fringe costs equals the 6% already budgeted in personal services.

**RECOMMENDATION:** We believe this settlement is necessary for consistent and equitable labor relations within MetroERC, and provides a legitimate and justifiable resolution to important issues for both MetroERC and its employees. It is, therefore, recommended by the General Manager that Resolution No. 94-77 be approved.