

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 97-51**

For the purpose of ratifying an amendment to the IATSE Local B-20 Collective Bargaining Agreement.

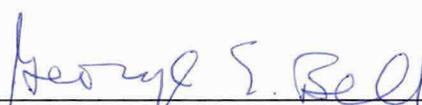
Whereas the Commission and IATSE Local B-20 are parties to a collective bargaining agreement; and,

Whereas the Commission and IATSE Local B-20 have tentatively agreed upon an amendment to the collective bargaining agreement which provides for a revised method of scheduling admissions personnel on a permanent basis, but otherwise continues the current agreement in all other respects,

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission hereby ratifies the Tentative Agreement with IATSE B-20, and authorizes the General Manager to sign the agreement on behalf of the Commission.

Passed by the Commission on October 8, 1997.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary-Treasurer

Approved as to Form:  
Daniel B. Cooper, General Counsel

By:   
\_\_\_\_\_  
Kathleen Pool  
Senior Assistant Counsel

**STAFF REPORT**

**CONSIDERATION OF RESOLUTION NO. 97-51 FOR THE PURPOSE OF  
MODIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH  
IATSE LOCAL B-20**

**Date:** October 20, 1997

**Presented By:** Harriet Sherburne  
Phil Knudsen

**BACKGROUND:** On February 12, 1997 the Commission ratified a temporary amendment to the IATSE Local B-20 Collective Bargaining Agreement to allow for the testing of new staffing procedures. These procedures have been evaluated, and following additional bargaining, modified to meet the mutual needs of IATSE Local B-20 and the PCPA. These modifications are shown in legislative form in Attachment "A".

The effect of these are that employees may no longer be scheduled during those times when they have declared themselves to be "not available" (over their X) and to strengthen management's right to use other sources of labor when IATSE Local B-20 personnel are not available.

**FISCAL IMPACT:** None

**RECOMMENDATION:** We believe that these modifications will enhance employee morale and productivity and allow us to meet fill our staffing needs more effectively. It is therefore recommended that Resolution 97-51 be approved.

LOCAL -B-20 REVISIONS FOR ADMISSIONS STAFF 09/16/97

Pursuant to Section 22.3 the parties, the Metropolitan Exposition-Recreation Commission and the Theatrical Employees Union Local B-20, International Alliance of Theatrical Employees and Moving Picture Machine Operators of the United States and Canada, have agreed to amend their collective bargaining agreement as follows;

SECTION 3 LABOR-MANAGEMENT CONSULTATION

- 3.1 unchanged
- 3.2 unchanged
- 3.3 unchanged
- 3.4 unchanged

~~3.5 Employees who repeatedly call in sick when assigned over their "X" may be called before a joint Labor-Management committee to explain the basis for their actions.~~

SECTION 5

- 5.1 unchanged
- 5.2 unchanged

5.3 The Employer shall make a good faith effort to maintain a pool of employees which is at least thirty percent (30%) greater than the number of employees required to staff the average "peak day" (defined as three (3) or more events scheduled). This good faith effort is not subject to Section 11, but in the case that these numbers are not met, the parties shall meet and confer as to why the target is not being met. Management will fully inform the Union and its members of its efforts to resolve the situation.

SECTION 10 SCHEDULING

10.1 Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling in crowd control. Failure to report as scheduled or repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discharge. An employee who is "no call, no show" on three occasions within a fiscal year shall be notified of predissmissal proceedings.

MERC acknowledges that its employees have a legitimate need to meet the needs of their regularly scheduled full or part time job, or, if college students, to attend their regularly scheduled classes. Employees will therefore not be scheduled during their regularly scheduled work or classes.

Those employees with regularly scheduled jobs shall inform the PCPA Event Services Dept., in writing, of their work schedules (days of week and shift hours). College students shall provide the PCPA Event Services Dept., in writing, with their class schedule (semester or quarter as applicable).

Employees will be expected to make themselves available for scheduling on those days/hours which do not conflict with their regularly scheduled jobs/classes. MERC requires employees who hold other non-regularly scheduled jobs to make themselves available to be scheduled for work at MERC before working for another non-regularly scheduled employer.

Once having indicated availability and having been scheduled, an employee's schedule may be changed only with Employer consent for good cause. Any unauthorized changes to an employee's schedule will result in disciplinary action. In an emergency, the Employer reserves the right to assign employees to a particular event on an as-needed basis.

The Availability Roster shall be posted at the New Theatre Building. Employees shall indicate their availability by the 10th of each month, for each day, by entering the earliest time they are available and a "X" on those days when they cannot work. In addition, each employee shall indicate the number of shifts that they will be available for by indicating an "OS" for one, a single, a "D" for a double, and a "T" for a triple.

Consistent with the requirements of each event, PCPA Event Services personnel shall begin staffing each day's events by beginning at the top of the Seniority List, and rotate through the list until all shifts are staffed. Employees shall be assigned shifts, in descending order, and in accordance with their performance, until, 1) all shifts are filled, or, 2) all personnel who have declared themselves available are assigned. Employees will not be scheduled over their "X". If additional personnel are still required, the Employer shall fill the call with other labor sources. ~~staffing personnel shall assign shifts as equitably as possible.~~ However Each employee shall be given the opportunity to work one shift per pay period regardless of their seniority unless there are not enough total shifts available for the total pool to work.

In each month, employees shall be available for the majority of shifts on 50% of peak days as well as 50% of the scheduled shifts on regular days. These percentages shall not compound. Those employees who do not meet the minimum availability for two (2) months per fiscal year shall lose their seniority and their names removed from the staffing roster, to be placed on an "on-call" list. On-call employees may be used as employee initiated replacements, but the amount of work made available to on-call employees may not be grieved. The Employees who are on approved leave during any month must make themselves available for work in accordance with the requirements of this paragraph for any days on which they are not on leave.

When scheduled in accordance with their availability employees shall be allowed to schedule a replacement (another MERC employee in the same job class) for an assigned shift up to 12 times per fiscal year. In order to assure proper crew mix this action must be approved by management. Such replacements must be confirmed with the PCPA Event Services Dept. a minimum of three (3) hours in advance of the shift and must be confirmed a minimum of three (3) hours in advance

by the replacement. ~~When an employee is scheduled over their "X" they shall be allowed unlimited replacements subject to the three (3) hour minimum and the crew mix requirements above.~~ Should the fill-in employee fail to report as authorized, both the assigned employee and the fill-in employee will be subject to discipline. In the event of multiple venue calls, the employer will make every reasonable attempt to fill the calls with available bargaining unit employees, however, where there is not a sufficient number of bargaining unit employees available for a call, the Employer shall fill the call with other labor sources.

Employee schedules shall be available on or about the 25th of each month. Once scheduled, employees are expected to honor their assigned shifts.

*Balance of Section 10 unchanged*

## SECTION 20. LEAVES OF ABSENCE

20.1 Employees covered by this contract shall be eligible for preapproved, unpaid leave(s) of absence for up to thirty (30) calendar days per fiscal year, which must be taken in minimum increments of seven days. A longer leave may be granted for good purpose at the sole discretion of the General Manager. Among the factors which determine whether a personal leave will be allowed are:

*Balance of section 20 unchanged*

## TRIAL PERIOD

~~This agreement shall supersede or amend the current contract language regarding scheduling, hiring and leaves for a trial period of six (6) months, beginning with the first month that the changes are implemented.~~

~~Prior to the completion of this six-month period the Union and Management shall meet to discuss any proposed revisions to the trial agreement. If the parties are unable to agree to extend the trial language, or to proposed revisions to the trial language, then the original contract language shall again become binding.~~