

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 97-05

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 for a six-month trial period, but otherwise continues the current agreement in all other respects,

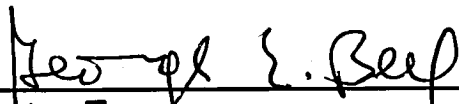
BE IT THEREFORE RESOLVED:

1. The Commission hereby ratifies the tentative agreement which is attached to this resolution as Exhibit "A".
2. The Chairman and Secretary-Treasurer of the Commission are authorized to execute any documents necessary to carry out this resolution, upon its effective date.

Passed by the Commission on February 12, 1997.




Chairman



Secretary/Treasurer

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

By: 

Katie Pool
Senior Assistant Counsel

PERFORMING ARTS CENTER
-02/02

TENTATIVE AGREEMENT

WHEREAS, the Metro Exposition-Recreation Commission (Commission) and the International Alliance of Theatrical Stage Employees, Local B-20 (Union) (hereinafter referred to collectively as "the Parties") are parties to a collective bargaining agreement which is in effect through June 30, 1998 ("the Agreement"); and

WHEREAS, the Parties have reached a tentative agreement providing for a revised method of scheduling admissions personnel for a six-month trial period; and


WHEREAS, this tentative agreement shall be subject to ratification by both the Union and the Commission pursuant to whatever procedures each party has adopted or adopts; and

WHEREAS, the Parties, by and through their respective designated representatives for labor relations, wish to set out their tentative agreement in writing;

NOW THEREFORE THE PARTIES TENTATIVELY AGREE AS DETAILED IN EXHIBIT "A".

This tentative agreement shall be subject to ratification by both the Union and the Commission, pursuant to whatever procedures each party has adopted or adopts.

FOR THE COMMISSION:



Mark B. Williams, General Manager

DATE 2/24/97

FOR THE UNION:



DATE _____

Amendment to Collective Bargaining Agreement

WHEREAS, the Metro Exposition-Recreation Commission (Commission) and the International Alliance of Theatrical Stage Employees, , Local B-20 (Union) (hereinafter referred to collectively as "the Parties") are parties to a collective bargaining agreement which is in effect though June 30, 1998 ("the Agreement"); and

WHEREAS, the Parties reached a tentative agreement providing for a revised method of scheduling admissions personnel for a six-month trial period; and

WHEREAS, this tentative agreement has been ratified by both the Union and the Commission; and

NOW THEREFORE THE PARTIES AGREE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIE IS AMENDED AS DETAILED IN EXHIBIT "A", ATTACHED HERETO.

FOR THE COMMISSION:



Mark B. Williams, General Manager

DATE _____

2/18/97

FOR THE UNION:

DATE _____

LOCAL B-20 REVISIONS FOR ADMISSIONS STAFF
1/10/97

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 HIRING

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. ~~To the extent possible and consistent with the requirements of each event, the Employer will schedule employees on the basis of their seniority, past performance and availability.~~ 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 pre-dismissal proceedings.

~~Employees will be called upon to indicate availability on a Master Schedule by the 15th of each month for dates they will be available to work for the following month. Employees must indicate by "NA", all call times, days, and shifts when they are not available to work. Work schedules will then be determined by the Employer on the basis of the factors set forth above and the employees notified.~~

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, or 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 a "S" for 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. If additional personnel are still required, 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.

~~Except for the PCPA Box Office employees, an employee may ask another employee to fill in for their scheduled shift, however, this arrangement may only be authorized if the fill-in employee confirms the shift coverage with the Admissions Scheduling Coordinator no less than three (3) hours prior to the beginning of the scheduled shift. A scheduled employee shall only be allowed six (6) fill-ins by other employees as authorized per fiscal year.~~

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 an unpaid leave pre-approved, 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, although~~ A longer leave may be granted for good purpose ~~in at~~ the sole discretion of the General Manager. ~~No more than one such leave will be permitted during any calendar year.~~ 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.