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MICHIGAN EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES, LOCAL 274

AND

MERC Case No. L96-K 4009

MICHIGAN STATE UNIVERSITY

FACT FINDING RECOMMENDATIONS

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December 10, 1997

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Background

The Fact Finding Hearing in the above captioned case took place on October 7, 1997 at the Nisbet Building on the Campus of Michigan State University. The International Alliance of Theatrical Stage Employees (IATSE), Local 274 was represented by Dr. Dirk Spillmakers, President. He testified on behalf of the Union. The University (Employer) was represented by Mr. Samuel A. Baker, Director of Employee Relations who was the witness for the University.

This Hearing arose from a Petition For Fact Finding filed by IATSE, Local 274 on January 3, 1997 during negotiations for a collective bargaining Agreement between the parties to succeed the Contract which expired on August 31, 1996. Pre-Hearing conferences were conducted by the undersigned Fact Finder on May 14 and June 16, 1997 at Kellogg Center in E. Lansing, Michigan. Subsequent thereto, the parties continued to negotiate and a Tentative Agreement was reached on August 8, 1997 (Joint Exhibits #2, 3 and 4). However, on August 26, 1997, the Employer was notified by President Spillmakers that on

August 25, 1997, the membership had rejected the Tentative Agreement and therefore the parties proceeded to the formal Fact Finding Hearing which was convened and concluded on October 7, 1997.

### PETITION FOR FACT FINDING

On January 3, 1997, IATSE, Local 274 filed the following Petition for Fact Finding in Merc Case No. 196-k 4009:

3. UNIT DESCRIPTION	3a. NO. OF EMPLOYEES IN UNIT	3b. CONTRACT EXPIRATION DATE
This Labor Agreement recognizes	± 150	August 31, 1996
I.A.T.S.E., Local 274 as the exclusive bargaining agent for all full-time, all regular part-time and all on-call, State Technical Employees (also called Stage Hands) employed by M.S.U.; it excludes the Tech.fac.manager & Program Director their designees and all other MSU employees and students Art. 2, par. 2-3, Page		

4. UNRESOLVED ISSUES IN DISPUTE AND FACTS RELATING THERETO (THE PETITIONER HAS ENGAGED IN GOOD FAITH BARGAINING and MEDIATION, AND THE PARTIES HAVE NOT SUCCEEDED IN RESOLVING THE DISPUTED MATTER).  
The on-call Stage Technicians proposed, during their negotiations, that the Employer deduct (\$2.00) per hr. From wages, so that these multiple Employer technicians would have access to Mical benefits via pro-rated voluntary deductions by their different Employers, which would then be forwarded to one fund and be administered by M.E.B.S.. The Union believes it has done everything possible in its proposals (see attached) to create an alternative which costs the Employer nothing; creates no further fiduciary responsibility, gives the employees an alternative for survival. Stage Techs. Are limited by their profession in how and when they work, to say that because of this choice they cannot have money deducted from their wages for their own medical coverage is insane.

THE FOLLOWING IS A STATEMENT OF REASONS WHY PUBLICIZING THE FACTS AND RECOMMENDATIONS WOULD ASSIST IN RESOLVING THE ISSUES IN DISPUTE.

We believe, by making public that M.S.U., which places itself in the Vanguard of medical benefit progress, only pays lip service to fair treatment for access to medical care will cause Employer to reflect more soberly on this issue. If this information becomes available to C.A.H.A. And other health care "Coalitions" We see M.S.U.'s status, integrity, prestige, and participation being viewed very differently.

## DISCUSSION

At the Fact Finding Hearing, it was established that the relationship between Michigan State University (Employer) and the Union has existed since 1941 when the Michigan State University Auditorium was completed. That relationship has always been at a high level of cooperation. It is also undisputed that the bargaining unit is comprised primarily of on-call employees, that is, employees who are called to work only when there is an event requiring their services. Such on-call employees are assigned by the Union for each event according to needs specified by the University. It is the Union which selects the employees, not the University

It has been further established that on-call employees are utilized principally at the Clifton and Delores Wharton Center for the Performing Arts (Wharton Center) and the Jack Breslin Student Events Center (Breslin Center). Additionally, on-call employees are used at the University Auditorium, Jenison Fieldhouse, Munn Ice Arena and the Crop and Soil Science Pavilion. Each year the Union provides the Employer with a list of available persons pursuant to which the on-call assignments are subsequently made.

The evidence also finds that there are no benefit programs for on-call employees. They receive pay for their services only, an arrangement in place since 1941. There are a few full-time employees in the bargaining unit who do receive benefits under Article 6, Sections 19 and 20 of the collective bargaining Agreement on Wage Rates, Benefits and Conditions of Employment (Joint Exhibit #1).

At the Hearing, the Union through President Spillmakers, offered to show that two (2) other collective bargaining Agreements with Employers in the geographical vicinity provide for Employer deductions from wages so that the "multi employer" Technicians will have access to medical benefits. According to Dr. Spillmakers, this is accomplished via prorated voluntary deductions by the various Employers which are forwarded to a fund to be administered by M.E.B.S. or some other third party. In this, the Union pointed to the "proposed" Contract between Fine Host Corporation and IATSE, Local 247 plus its Contract with the City of Saginaw (Union Exhibit #1). The testimony surrounding these purported Agreements however was not persuasive for the following reasons: The Fine Host Agreement was still in the "proposal" stage and in any event, covers only food and banquet services and not production employees. On cross-examination, it was elicited that there are no benefits guaranteed for call-in employees under that proposed Agreement. Further, it was established that the collective bargaining Agreement with the City of Saginaw had not yet been resolved. Axiomatically, such an Agreement is not in this record. Therefore, it must be concluded from the Union's presentation, that to date in the general geographical area, health care benefits are not guaranteed to on-call employees and the payroll deduction arrangement is not in place with other Employers. Notwithstanding, in its Post-Hearing Brief, the Union contended as follows:

There are I.A.T.S.E. Employees at the University not covered by health insurance. The Union's proposal provides a method by which they would be insured. The specifics of that insurance are still in the negotiating stage. The Employer has in effect declined to bargain. The Union would ask that the Fact Finder, in rendering his Opinion would note this fact; and in rendering his Opinion recommend, that the Employer should negotiate, in good faith, for non-contributory deductions by the Employer.

This constitutes a regressive stance since it is undisputed that the Union and the University bargained in good faith to a Tentative Agreement reached on August 8, 1997.

The University through Employee Relations Director Baker, presented evidence regarding the above cited Tentative Agreement, emphasizing that it had made concessions on the "Core Group" concept, a "guarantee" the Union had been pursuing for some ten (10) years. The "Core Group" program provides that members within it will be the first on-call employees called to work events at the Wharton and Breslin Centers. Director Baker testified that during negotiations, the University finally agreed to the concept which provides for the following (Joint Exhibit #3): Core Group employees will receive \$1.50 per hour more in wages earned by general on-call employees (not including wages paid to Forklift Operators and Riggers). Further, Core Group employees will be permitted to buy into the Employer's Health Care program at the Employer's premium rate.

The University further addressed the Union's pursuit of a payroll deduction program whereby a percentage of each opting employee's wages would be sent to a third party for health care coverage. Director Baker spoke to the difficulty connected with such a proposition, to wit: On-call employees work for a number of different Employers who do not provide for such a program. Also, on-call employees vary in numbers for any one event from as few as three (3) to as many as 150 or more. Commensurately, the average on-call employee works fewer than 200 hours per year at the University. This means that an employee earning \$12.74 per hour would earn \$2,650.00 working at the University. If arguendo, the employee had 10% of his/her wages deducted, \$265.00 per year would be

sent to a third party for health care. This amount would not cover one (1) month's premium for any insurance similar to that carried by the Employer. Beyond this Director Baker notes, the University employs literally thousands of on-call employees on Campus. None of these thousands of on-call employees are provided benefits or deductions from wages as that proposed by the Union.

Director Baker went on to point out that under the August 8, 1997 Tentative Agreement, the University agreed that the parties ". . . will continue to explore the concept of taking deductions from the pay of on-call Stagehands for the purpose of transmitting the deductions to a designated vendor" (Joint Exhibit #4). Ergo, the parties tentatively agreed to seek accord on this matter outside of Contract negotiations. The ultimate conclusion in these proceedings must be that the leadership of both parties believed that the Tentative Agreement constituted an acceptable and reasonable resolution of outstanding issues in negotiations.

#### FACT FINDING RECOMMENDATIONS

Based upon a full and complete review of all aspects in this dispute, it is the undersigned Fact Finder's recommendation that the Tentative Agreement consummated on August 8, 1997 be adopted by the parties as the settlement for a three (3) year Agreement effective on or after September 1, 1997 through August 31, 1999. The provisions of the Tentative Agreement are as follows (Joint Exhibit #2):

MICHIGAN STATE UNIVERSITY  
AND  
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
LOCAL 274

1. A three (3) year term Agreement effective on and after September 1, 1996 through August 31, 1999. (2)
2. A three (3) percent across-the-board wage adjustment in each year, specifically, September 1, 1996, 1997 and 1998. Employees classified as regular full-time and part-time will be eligible for special merit pay consideration. (27)
3. Union elected officers who are required to attend meetings with the Employer while performing duties for the Employer will be paid for all hours occurring during their hours of work. (6)
4. A ten (10) percent premium will be paid to any employee required to work while in Road Company supplied costumes. (10)
5. The salary of an Employee whose position is reclassified to a higher-grade level shall be no less than the minimum salary of the higher-grade level. (13)
6. A minimum call shall be four (4) hours except for Loadout, Maintenance calls and Spotlight Moving. (19)
7. When then Employer determines that training will be offered to introduce new equipment or processes it will notify the Union Secretary so that an announcement can be placed in the Union newsletter. The dates for the training will be set with input from the Union Business Agent. (23)
8. The pay rate for a regular, part-time Employee will be set twenty-five (25) cents per hour more than the rate of pay for General Stagehands, except Forklift Operator and Rigger. (24)

**This constitutes the entire agreement between the parties. All other proposals not specifically agreed upon hereinabove are withdrawn.**

The Tentative Agreement further includes the following provisions (Joint Exhibit #3):

**Wharton Center/Breslin Center Core Group**

In response to the anticipated changing workload at Michigan State University, the employer and the Union will, in cooperation with one another, work on scheduling at the above facilities. The following information is being offered for clarification purposes.

Concept

MSU to select a core group of individuals to be scheduled directly by each facility. Group will be assigned to the Wharton Center/University Auditorium Complex and Breslin Student Events Center. On days when work is not available in any of the above facilities, the individual would contact the IATSE Business Agent to have their name placed back on the call list.

NEEDS

We are seeking up to eight individuals who . . .

- are willing to commit themselves, as needed by the facility, to working primarily at one facility, but will also accept work at the other facilities.
- are willing to be scheduled for work primarily by MSU and not by the IATSE Business Agent.
- have a strong overall production background and have specific emphasis in one or all of the following areas, crew leadership, electrical/lighting, audio, carpentry/fly-rail.

PARTICULARS

- all conditions of the I.A. contract pertaining to on-call employees apply.
- the working basis of this "Core Group" constitutes the employer's utilization of certain IATSE Local 274 members.
- dress requirements at times, will be more refined as compared to general on-call stagehand work.

- no guarantee of set number of hours per week/month/year.
- compensation will be \$1.50 per hour more than general stagehand rate excluding Forklift Operator and Riggers.  
Premium pay still applies.
- core group will be eligible to purchase University health and dental coverage at University rates.
- core group utilization from employer will be from September 1-May 31. Core group will be scheduled approximately two (2) weeks in advance. Employer understands core group will be free to accept other work from June 1 - August 31 and during times they do not appear on the regular schedule.
- this program will have a two year trial period, until August 31, 1999. After that two year period either party may give a six month notice to terminate the program. Such notice must be given during the one year period beginning August 31, 1999. If no notice is given over that period the program will continue.

As part of the Tentative Agreement, the following Letter of Agreement is also recommended (Joint Exhibit #4):

**Letter of Agreement  
between  
Michigan State University, the Employer  
and the  
International Alliance of Theatrical Stage Employees  
(IATSE), the Union**

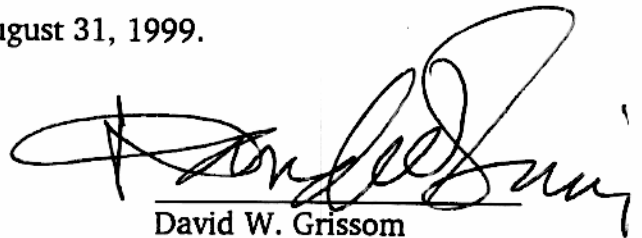
**In consideration of the Union proposal which provides that:**

We propose a Health and Welfare program for all of the Stage Technicians/Stagehands/Events Workers, whereby the Employer will agree to deduct two dollars (\$2.00) per hour from each Employee's wages for medical insurance, through **Michigan Employee Benefit Services, Inc.**, or through the **I.A. National Health and Welfare Fund.**

The Employer and the Union agree they will continue to explore the concept of taking deductions from the pay of on-call Stagehands for the purpose of transmitting the deductions to a designated vendor.

#### RECOMMENDATIONS

In summary, it is the undersigned Fact Finder's Recommendation that all elements in the above referenced Tentative Agreement reached on August 8, 1997, be adopted by the parties and implemented as the settlement for a three (3) year Agreement effective on or after September 1, 1997 through August 31, 1999.



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