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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

**TREASURERS AND TICKET SELLERS UNION,
LOCAL 756**

Effective April 1, 2010 through March 31, 2013

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AGREEMENT

The following shall express the understanding relating to the treatment of the employees classified as Assistant Box Office Managers, Box Office Cashiers, and Ticket Sellers, who operate the City's box office and handle all monies and other forms of payment related to ticket sales at events held in Public Auditorium, Burke Lakefront Airport and Mall C. The City shall use and require the use of the employees covered by this Agreement to operate the box office and handle all monies and other forms of payment. With respect to the Air Show held at Burke Lakefront Airport, only if the event is promoted, produced or otherwise conducted by a third party and the third party's payment to the City for use of Burke Lakefront Airport facilities is based on the amount of monies collected from ticket sales, shall the City require in its lease or otherwise that the third party use the employees covered by this Agreement to operate the box office and handle all monies and other forms of payment.

Section 1. Recognition. The Treasurers and Ticket Sellers Union, Local No. 756 is recognized as the exclusive representative for the following titles for wages, hours, and terms and conditions of employment:

Assistant Box Office Manager
Box Office Cashier
Ticket Sellers

The hiring of any casual or full-time Ticket Sellers, Box Office Cashiers and/or Assistant Box Office Managers, or any replacements required because of attrition (resignation, termination, retirement or death), or to augment the City's staff for particular events, shall be made through the use of the Union referral system, out of the Union Business Agent's office. Any such referral will be made only through the office of the City's Manager of Labor Relations, Appointing Authority responsible for the event, or designee.

Section 2. Benefits. All full-time employees shall receive the following fringe benefits, as delineated in the City's Personnel Manual: paid sick leave, paid personal holidays, paid holidays, paid vacations, longevity, life insurance, and health coverage. The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article and Exhibit A - Medical Insurance Plan Design. There shall be no duplicate coverage if both spouses are on the City's payroll. Coverage shall be set forth in the summary plan description. There shall be no reduction in benefit levels afforded by said plans unless by mutual agreement of the City and the Union.

Effective April 1, 2012, the employee's monthly health care coverage contributions are:

	<u>Single</u>	<u>Family</u>
MMO Plus	\$52.50	\$105.00
HMO Health Ohio	\$62.50	\$125.00
Kaiser	\$67.50	\$135.00

Health care deductions of one-half the above amounts shall be made the first two pay periods of each month.

Dental Insurance

All regular full-time employees and dependents will be covered for Dental Care. Coverage shall be set forth in the summary plan description.

Vision Insurance

The City shall provide vision insurance to all eligible employees. Coverage shall be set forth in the summary plan description.

Life Insurance

The City shall provide all regular full-time employees who have completed 120 days continuous service a \$15,000 Group Term Life Insurance.

Section 3. Call-In Pay. An employee called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of work at his applicable rate of pay. If any employee works more than four (4) hours, he shall receive pay for all hours actually worked.

Section 4. Hours of Work. The normal workday shall consist of eight hours of work and an unpaid one-hour lunch. The workweek shall be five (5) days and scheduled according to operational needs.

Section 5. Overtime. This shall be earned at a rate of time and one-half for all time worked after eight (8) work hours in one day or forty (40) in one week, but not both. For purposes of this section, paid vacation time, and paid holidays shall be counted as time worked.

Section 6. Management Rights.

The Union recognizes the City as the body of authority solely vested with the rights to direct and operate the City of Cleveland. It shall have the sole right to take any action considered necessary and proper to effectuate any management policy, express or implied, unless expressly limited under the provisions of this Agreement. Nothing in this Management Rights provision shall be construed to restrict or limit any management authority. The City has no duty to bargain over its decision(s), unless excepted by provisions in this Agreement.

Except as specifically limited, the City shall have the exclusive right to manage the operations, control the premises, direct the workforces, and maintain efficiencies of all City operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for cause, lay off and recall, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, abolish, or enlarge any department or division; to transfer employees; to assign and allocate work

within departments/divisions or to other departments/divisions of the City; to introduce new and/or improved equipment and technologies, methodologies, and/or facilities; to determine all work processes and systems; to determine the size and duties of the workforces, the number of shifts and work schedules; to establish, modify, consolidate, or abolish jobs and job classifications; and to determine staffing patterns, including, but not limited to, the number of employees in the workforce, assignments of employees, duties and qualifications for all job classifications, assigned work areas, subject only to the restrictions and regulations governing the exercise of these rights as expressly provided by this Agreement and as permitted by law. The City shall not have the right to privatize or subcontract services.

In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by and to the City. Be it further noted that the exercise by the City of any enumerated or reserved management rights shall not be the subject of negotiations during the term of this Agreement, except as provided herein, with respect to the decisions.

Additionally, notwithstanding R.C. § 4117.08, the City is not required to bargain on any subjects, including, but not limited to, those enumerated above, that are reserved to and retained by the City under this Article. For these reasons, the Union agrees that during the life of this Agreement, the City has no obligation to bargain collectively with respect to the exercise of any rights that it has reserved to and retained to itself under either this Agreement or R.C. § 4117.08 (C).

Section 7. Part-time. The City shall employ individuals on a part-time basis as ticket sellers. Said individuals shall be guaranteed a minimum of four (4) hours of work per show call. The overtime provisions of Section 5 will apply when applicable.

Section 8. Wages.

Effective April 1, 2010 – (0% increase)

Full-Time Assistant Box Office Manager	\$51,323.14/year
Full-Time Employees	\$16.93/hour
Part-Time Employees	\$15.81/hour

Effective April 1, 2011 – (0% increase)

Full-Time Assistant Box Office Manager	\$51,323.14/year
Full-Time Employees	\$16.93/hour
Part-Time Employees	\$15.81/hour

Effective April 1, 2012 – (3% increase)

Full-Time Assistant Box Office Manager	\$52,862.83/year
Full-Time Employees	\$17.43/hour
Part-Time Employees	\$16.28/hour

Individuals employed as Assistant Box Office Manager in a casual or part-time capacity will be paid \$24.67/hour from the date the Union ratifies this agreement until April 1, 2012 at which time the wage will increase by 3.0% to \$25.41/hour.

To the extent any employee is paid more than the minimum salary or hourly rate set forth in this Agreement, the percentage wage increases shall be calculated on his or her actual salary or hourly rate, not the minimum rates.

These wage increases are applicable to all full-time and part-time employees.

Wage increases shall be effective: (a) During the pay period in which April 1st falls if April 1st falls in the first week of a pay period; or (b) During the pay period following the pay period in which April 1st falls if April 1st falls in the second week of a pay period.

The City reserves the right to provide discretionary merit bonuses.

Section 9. Health and Welfare.

- (1). The City recognizes that a welfare fund (the "Welfare Fund"), known as the "Local 756, Health and Welfare Fund," exists by reason of an agreement between Local 756 and various employers and by a declaration of trust establishing the Welfare Fund. The City further recognizes that the Welfare Fund is held and administered by a Board of Trustees consisting of an equal number of union and employer trustees, and issued to provide:
 - (a) For the payment of sick and non-industrial accident benefits, and/or
 - (b) For the payment of medical expenses, and/or
 - (c) For the payment of hospitalization benefits, and/or
 - (d) Such other benefits as may be agreed upon by the Board of Trustees of said Welfare Fund.
- (2). The City hereby agrees to pay the Trustees of the Welfare Fund on or before the 10th day of the first month of each calendar quarter, for the preceding quarter, a sum equal to \$4.00 per employee per hour paid.

No payment will be made on behalf of any full-time employee eligible for and receiving health insurance through the City pursuant to Section 2 above.
- (3). Either Local 756 or the Welfare Fund shall have the right to enforce the provisions of this Section 9.
- (4). The City shall not have any duty or responsibility either to Local 756, the Board of Trustees, to any employees covered by this Agreement, or to any employer to inquire into, or to be in any way responsible for, the application, use or disposition of

any payment, or any action of the Board of Trustees with respect to the Welfare Fund or the payments made to the Welfare Fund.

- (5). If the City fails to pay the contributions provided for in Paragraph 2 of this Section 9 to the Welfare Fund on or before the last day of the month in which payment was due, Local 756 shall deem the delinquency to be a violation of this Agreement and shall enforce the City's contractual obligations to make contributions to the Welfare Fund without regard to Section 13 or any other section of this Agreement by such means as are necessary.
- (6). The City agrees that it is a party to the Agreement and Declaration of Trust establishing the Health and Welfare Fund, and agrees to be bound by the action of the Board of Trustees of said Agreement and Declaration of Trust. It is expressly understood that the Employer's liability for payments to the Welfare Fund shall not be subject to the Grievance Procedure of this Agreement. In no event shall liability of the City exceed that which is set forth in Paragraph 2 of this Section 9.
- (7). This Section 9 shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

Section 10. Drug/Alcohol Testing. All employees who are required to be randomly tested under law (e.g. Department of Transportation regulations regarding employees required to have a Commercial Driver's License who drive vehicles in excess of 26,000 pounds), and all employees in Safety Sensitive Positions shall be subject to random drug/alcohol testing. Additionally, an employee involved in any accident/incident/occurrence that results in personal injury or \$1000.00 or more property damages will be subject to post-accident drug/alcohol testing. Such testing shall be conducted in accordance with the U.S. Department of Transportation (DOT)

procedures. Further, when the City has reasonable suspicion that an individual employee is using or is under the influence of illegal drugs, abusing prescription drugs or alcohol at work, such employee will be directed to report to a City-designated physician or medical clinic, on City time and at City expense, for a fitness-for-duty examination, which shall include drug/alcohol testing. Random, reasonable suspicion, and post-accident examinations are conducted to determine the presence of illegal drugs, abuse of prescription drugs, or alcohol in the employee tested. An employee directed to submit to such examinations shall report to a City-designated physician or medical clinic, on City time and at City expense. The Labor Relations Manager, or designee, shall approve all drug/alcohol testing. This testing may include any one or all of the following: urine, blood, or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under these provisions shall be charged with, as an example, insubordination and subject to discharge. An employee who fails a drug or alcohol test for the second time during his/her employment with the City shall be subject to immediate discharge.

An employee may be referred to fitness-for-duty screening if at least one supervisor has a reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance. The circumstances supporting an allegation warranting reasonable suspicion testing shall be reduced to writing, signed by the supervisor, and copies provided to the employee and Union prior to testing. The demand for a urine, blood, or breath specimen should be based only upon specific/objective facts and reasonable inferences drawn from those facts in light of experience that the employee is then under the influence of drugs or alcohol. In addition, employees may be referred for mandatory urine, blood, or breath, for drug and/or alcohol screening under the following circumstances:

- (a) A disciplinary probation for employees who have violated the City's drug and alcohol rules; or
- (b) An employee returning from any city leave of absence, if in management suspects the possible use of illegal drugs and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating job performance, or aberrant behavior in the six-months immediately preceding the leave of absence or if there is documented involvement with drugs-off-the-job.

The City shall notify the Union that an employee in the bargaining unit has been referred for testing. The testing will commence as required by the DOT rules and the protocol of the testing facility.

Urine samples for drug testing. Employees to be tested will undergo an initial screening (EMIT) test. For a positive result, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The City will ensure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting. The testing procedures should not demean, embarrass, or cause physical discomfort to employees. Altering or switching a specimen sample for a drug/alcohol test, or otherwise refusing to follow the established testing procedure and/or guidelines, shall be grounds for immediate discharge.

The results of any drug or alcohol screening test will be kept strictly confidential as allowed by state, local, or federal regulations. An employee that tests positive for drugs and/or alcohol will have the opportunity to review the test results. The employee will have a reasonable opportunity to rebut the results. Copies of test results shall be given to the City and to the

individual tested. Where urine, blood or other samples have been taken, the two samples will be preserved for a reasonable period of time and tested employees will have the opportunity to direct one of these samples to a reputable physician or laboratory of their choosing for retesting.

Employees who may be drug or alcohol dependent are encouraged to seek voluntarily professional assistance through a reputable treatment program. The City's Employee Assistance Program (EAP) can provide counseling and referrals for additional services. All records of an employee seeking medical rehabilitation for a drug or alcohol problem, either through EAP or otherwise, will be kept strictly confidential. The employee should seek voluntary assistance before his or her drug or alcohol dependence affects job performance that may endanger other employees, the public, or adversely affect the employee's job performance.

Participating in the EAP program does not supplant or supersede the normal discipline and grievance procedures. An employee subjected to disciplinary charges for substance/alcohol abuse on the job will be given access to the drug or alcohol screening results, he or she will be given the opportunity to privately test the blood, urine or other samples at an independent lab and the opportunity to rebut any allegation of chemical abuse. Any charging letter issued to an employee that includes allegations of substance/alcohol abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol.

An employee found to have positive screens for drugs or alcohol must be given medical clearance by a qualified physician acceptable to the City before returning to work.

An employee shall be deemed to have failed an alcohol test when:

- (a) The person has a concentration of four-hundredths of one percent (.04) or more by weight of alcohol in his blood;

- (b) The person has a concentration of four-hundredths of one gram (.04) or more by weight of alcohol per two hundred liters in his breath,
- (c) The person has a concentration the equivalent of the concentration noted in (a), computed as .057 of one gram or more by weight of alcohol per one hundred milliliters of his urine.

The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation. The Union shall be indemnified and held harmless by the City for any violation of an employee's constitutional, common law, or statutory rights.

Section 11. Personnel Records. An employee shall, upon request, be permitted to review all his/her Divisional personnel records files, except reference letters, in the presence of appropriate supervision and he/she may initial and date the contents found therein. Only copies of letters of discipline, evaluations, and commendations shall be made available to the employee at the time of issuance. However, any materials in the employee's personnel record which have not been seen or signed by him/her or which are more than two (2) years old at the time discipline is being considered shall not be used against him/her. The signing of any materials to be placed in an employee's personnel record does not indicate agreement by the employee as to the contents of the material but does acknowledge he/she has seen it.

Section 12. Discipline. Whenever the City determines that an employee may be subject to discipline, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct, inclusive of oral and/or written testimony. The City shall notify the affected employee and his/her Union representative of the day and time of the conference and the incident for which discipline is being considered. The employee's Union representative shall be present at the pre-disciplinary conference unless otherwise agreed

between the City and said employee and his representative. Any such agreement shall be reduced to writing, signed by both parties, and submitted to the City for the record. An employee may also elect, in writing, to waive the opportunity for a pre-disciplinary conference.

At least five (5) working days prior to meetings of the Accident Review Committee, the City shall provide the Union with the names of any bargaining unit members whose accidents are being reviewed at that meeting and copies of any reports or statements regarding the accident.

An employee who is disciplined must be disciplined within five (5) working days of the event(s) upon which the discipline is based, or within a reasonable time from the date the City had knowledge of said event(s). In the case of suspension or discharge, the employee shall be advised of his/her right to have his/her Union representative present and, upon request, will be permitted to discuss his/her suspension or discharge with the Union representative in an area made available by the City before he/she is required to leave the premises. If a Steward is being disciplined, he/she has the right to be represented by a Union Officer.

Both the employee and the Union President shall be given a copy of any warning, reprimand or other disciplinary action entered on the employee's personnel records within five (5) working days of the action taken. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason(s) for which he has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension. Any suspension shall be for a specific number of consecutive days on which the employee would regularly be scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only.

Employees are subject to the discipline as described in the City Personnel Policies and Procedures manual. Employees are subject to progressive discipline. Any disciplinary action

taken against an employee may be considered when administering progressive discipline; however, no past discipline that happened before the employee's most recent "two-year, discipline-free" period may be used.

All employees are required to notify their Appointing Authority or designee within three (3) working days when they are criminally charged with any felony; any misdemeanor involving alcohol (e.g., driving under the influence (DUI), blood alcohol content (BAC), etc.), drugs (e.g., sale, possession, etc.), or any other controlled substance (i.e., sale, possession, etc.); misdemeanor domestic violence; and/or misdemeanor assault. All employees shall immediately notify the City when they are convicted of any of the above-referenced criminal charges. The failure to immediately notify the City of any the above criminal charges and/or convictions may result in disciplinary action up to and including immediate discharge.

Section 13. Grievance Procedure. It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. It is the intent of the City and the Union to share information pertaining to grievances at all steps of the Grievance Procedure.

A grievance is defined as a dispute or difference between the City and employee(s) or the City and the Union concerning the interpretation and/or application of and/or compliance with any provision(s) of this Contract, including all disciplinary actions. A Group Grievance is a grievance filed by a group of employees relating to a single common issue or event covered by this Contract. A Policy Grievance is a grievance filed by the Union relating to a single common

issue or event covered by this Contract. The grievance form shall set forth the complete details of the grievance, i.e., the facts upon which it is based, the paragraph(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. It is understood that a written grievance may be amended by the Union at any time during the Grievance Procedure. However, all amendments must be presented prior to the start of the Step Three (3) meeting at which the amended grievance is to be heard, except in the case of grievances which begin at Step 3, in which case all amendments must be presented not later than thirty (30) calendar days prior to arbitration.

It is important that the employee's grievance(s) regarding unjust or discriminatory discharges, or wage rates/Step placement be handled promptly. Therefore, all such grievances shall be reviewed through the Grievance Procedure beginning at Step Three (3) within ten (10) working days as in Step One (1).

Step 1: When a grievance arises, the following procedure shall be followed: An employee who believes he has a grievance has a right to notify his Union representative of the situation and to discuss the alleged violation. This discussion shall take place with regard for the City's operational needs, but as soon, as is reasonably possible. The grievance shall be reduced to writing and presented to the Commissioner or Appointing Authority or his designee within ten (10) working days of the event(s) giving rise to said grievance. The Commissioner or Appointing Authority or his designee shall meet with the Steward and Union Officer within five (5) working days from the date of receipt of the grievance in an effort to resolve the grievance. Within ten (10) working days after this meeting, the Commissioner or Appointing Authority or his designee shall give a written answer to the Steward and Union Officer. Each grievance shall be answered separately. The answer shall set forth in detail the settlement reached between the parties and shall include the grievance number, grievant's name, and the date of the grievance hearing. Agreement on this settlement shall be noted by both parties, in writing, on the grievance answer. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

Step 2: If the grievance is not satisfactorily settled at Step One (1), it shall be presented in writing to the employee's Director or his designee within ten (10) working days of the receipt of the Step One (1) answer. Within five (5) working days thereafter, the Director or his designee shall meet with the Local Union Officer. Within ten (10) working days

after the Step Two (2) meeting, the Director or his designee shall give a written answer, as defined in Step One (1), to the Local Union Officer.

Step 3: If the grievance is not satisfactorily settled at Step Two (2), it shall be presented in writing to the City's Labor Relations Representative, with a copy to the affected Director or his designee, within ten (10) working days after receipt of the Step Two (2) answer. The City's Labor Relations Representative and the Union's Representative will mutually agree on a date for a meeting for considering grievances. A complete agenda for all grievances appealed in writing to Step Three (3) will be provided by the Union prior to each meeting. Within thirty (30) calendar days of the Step Three (3) meeting, the City's Labor Relations Representative shall give a written answer, as defined in Step One (1), to the Union Officer.

Step 4: If the grievance is not satisfactorily settled at Step Three (3), the Union may, within thirty (30) calendar days in the case of grievances appealing an employee discharge, and within thirty (30) working days in the case of all other grievances, submit the matter to final and binding arbitration by notifying the American Arbitration Association (AAA), or Federal Mediation and Conciliation Service (FMCS), or a mutually agreed upon service and the City at the same time of its intent to arbitrate the grievance. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Union representative, and any witness(es) shall not lose any regular straight-time pay for time off-the-job while attending an arbitration proceeding. The Union will provide the City with twenty-four (24) hours' advance notice of employees required to testify.

The parties may, by mutual agreement, choose to have a grievance involving suspension or discharge arbitrated on an expedited basis. The expedited arbitration will be conducted pursuant to the rules of the American Arbitration Association, and the fees and expenses of such proceeding including those of the Arbitrator, shall be borne equally by the City and the Union.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as the interpretation and/or application and/or compliance with the provisions of this Contract, including all disciplinary actions. In reaching his decision, the arbitrator shall have no authority: (1) to add or to subtract from or modify in any way of the provisions of this Contract; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

In instances where the City objected to arbitration and the Union chose to proceed, the first question before the arbitrator will be that of arbitrability. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

All decisions of arbitrators consistent with this section and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding upon

the City, the Union and the employees. Provided, that a grievance may be withdrawn by the Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. For purpose of this section, timeliness is counted as working days from the date of the incident or the date expressed on the face of either the answer or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by both parties. The date of occurrence of the event causing time to run is not counted in the time limit. If the last date of a period is not a regular business day, the time period runs through the end of the next regular scheduled business day.

Section 14. Family Medical Leave. As appropriate, the City will designate an employee's use of paid and unpaid time as Family Medical Leave consistent with the Family Medical Leave Act and sick leave and leave of absence policies.

Section 15. Parking Tickets. Employees who fail to pay parking tickets/fines or fines from any moving violation received in City vehicles after the ratification of this collective bargaining agreement will authorize the City to deduct the amount of the fines from their pay once that administrative appeal process, if applicable, has been exhausted.

Section 16. Union Security and Check-Off. All employees in the bargaining unit covered by the Contract who are members of the Union on the date this Contract is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this Contract, continue to be members of the Union and the City will not honor dues deduction (check-off) revocations from any such employees except as provided herein.

The City will deduct regular initiation fees and Union dues from the pay of employees in the bargaining unit covered by the Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and hearing his signature provided that:

- (a) An employee shall have the right to revoke such authorization by giving written notice, with proof of service, to both the City and the Union during the first (1st) twenty (20) days of the thirty (30) day period preceding the termination of this Contract and the authorization card shall state clearly on its face the right of an employee to revoke during this period; and
- (b) The City's obligation to make deductions shall terminate automatically upon timely receipt of notice of revocation of authorization in accordance with subparagraph (a) above, or upon termination of employment or reclassification to a job classification outside the bargaining unit. The City will notify the employee of his transfer to a job outside the bargaining unit; and
- (c) Employees in the bargaining unit may join the Union any time from their date of hire.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union. Employees who transfer into the bargaining unit and employees who revoke such authorization pursuant to subparagraph (a) above, shall be immediately required to pay a fair share fee to the Union. This provision shall apply also to any additional titles, which may be added to the Contract during its term.

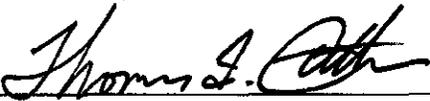
Payment to the Union of fair share fees deducted shall be made in accordance with regular dues deductions as provided herein.

The Union will indemnify and save the City harmless from any action growing out of dues and/or fair share fee deductions hereunder and commenced by an employee against the City or the Union jointly.

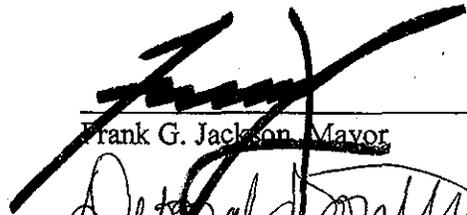
Section 17. Legality. It is the intent of the City and the Union that this Contract comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of the law, and judicial opinions, and if it is determined by proper authority that any provision of this Contract is in conflict with the law, that provision shall be null and void. In the event of an unlawful determination, the City and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision.

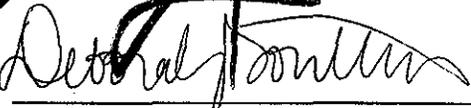
Section 18. Duration: This Agreement shall be effective April 1, 2010 through and including March 31, 2013.

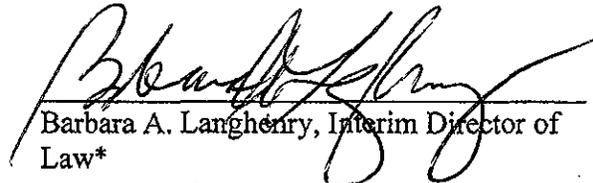
TREASURERS AND TICKET SELLERS
UNION, LOCAL 756

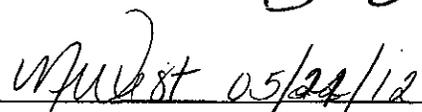

Thomas F. Patton, President

CITY OF CLEVELAND


Frank G. Jackson, Mayor


Deborah Southerington, Director,
Department of Human Resources


Barbara A. Langhenry, Interim Director of
Law*


Nycole West, Labor Relations Manager,
Department of Human Resources

*Under Section 125.03 of the Codified Ordinances of the City of Cleveland, only the Director of Law can bind the City of Cleveland to a settlement agreement. Thus, no settlement is final until the Director of Law has signed and delivered the agreement.

EXHIBIT A

CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN

I. **COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)**

	<u>In-Network</u>
a. Annual Deductible:	\$400 single \$800 family
b. Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c. Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$1,000 single \$2,000 family
d. Doctor and other Office visits:	\$10.00 Co-pay
e. Use of Emergency Room:	\$80.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$80.00 Co-pay plus 90% Co-Insurance
f. Wellness/Preventive Services:	
Routine Physical Exam (One exam per benefit period):	\$10.00 office visit Co-pay, not subject to deductible
Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$10.00 office visit Co-pay, not subject to deductible
Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible

Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to Deductible
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100% not subject to deductible
g. Out-of-Network varies by standard carrier design.	

II. HMO

The City will provide not less than two (2) HMO options.

	<u>In-Network</u>
a. Co-Insurance percentage:	90% - 10%
b. No deductible:	
c. Co-Insurance Annual Out-of-Pocket Maximum:	\$1,000 single \$2,000 family
d. Doctor and other treatment visits:	\$15.00 Co-pay replaces all \$10.00 Co-pays
e. Use of Emergency Room:	\$80.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$80.00 Co-pay plus 90% Co- Insurance

III. PRESCRIPTION DRUG

a. Co-Pays:

Generic (mandatory)	\$5.00
Name Brand, Formulary	\$20.00
Name Brand, Non-Formulary	\$35.00

b. Mandatory Generic Requirement - Mandate individual's use of generic drugs where available; if individual chooses Name Brand Formulary or Name Brand Non-Formulary when generic is available, individual pays the applicable Name Brand Formulary or Name Brand Non-Formulary co-pay plus the difference between the Generic and Name Brand costs.

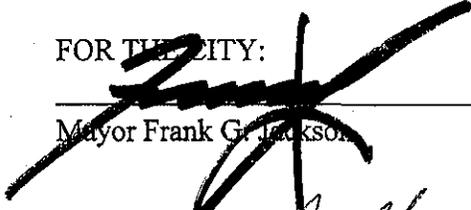
**SIDE LETTER OF AGREEMENT
BETWEEN THE
CITY OF CLEVELAND
AND
THE TREASURERS AND TICKET SELLERS UNION, LOCAL 756**

As part of the negotiations between the City of Cleveland (hereafter, the "City") and the Treasurers and Ticket Sellers Union, Local 756 (the "Union"), the parties agreed to the following terms:

1. The City agrees that it will have a bargaining unit Assistant Box Office Manager participate in pre-event ticket sale planning, box office ticket sales, and post-event ticket sale settling for each event.
2. The City and the Union agree to meet and discuss the feasibility of creating full-time bargaining unit positions during the term of the 2010-2013 agreement at the request of either party.

IT IS SO AGREED THIS _____ DAY OF _____, 2012:

FOR THE CITY:

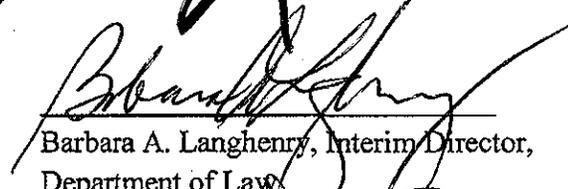


Mayor Frank G. Jackson

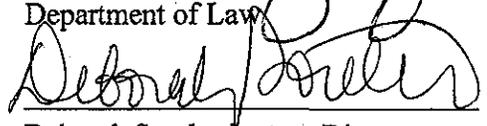
FOR THE UNION:



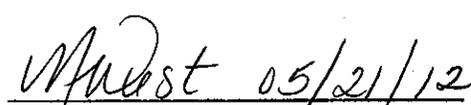
Thomas F. Patton
President, Local 756



Barbara A. Langhenry, Interim Director,
Department of Law



Deborah Southerington, Director
Department of Human Resources



Nycole West, Labor Relations
Manager, Department of
Human Resources