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AGREEMENT BETWEEN  
CLEVELAND STATE UNIVERSITY

and

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, LOCAL 27

**I. Parties**

This Agreement is between Cleveland State University, an instrumentality of the State of Ohio, (the "Employer" or "University"), and International Alliance of Theatrical Stage Employees, Local 27 (the "Union").

**II. Jurisdiction and Dues Check-Off**

**A. Jurisdiction**

The jurisdiction of the Union under this Agreement shall include and be limited to the following areas of work at the Wolstein Center at Cleveland State University, excluding the Conference Pavilion:

1. House sound and light
2. Installation/removal of TV cable and camera heads
3. Load and unload equipment
4. Operate all equipment, including hi-lo operators if licensed
5. Operation of spot lights
6. Temporary lighting (installation and operation)
7. Stereoptical equipment operation, where requested
8. Related general work involving the production of trade shows, conventions and other events held at the Wolstein Center.

The Employer shall recognize the Union as the sole and exclusive bargaining agent for all employees performing work in those areas of work noted above.

**B. Dues Check-Off**

Upon the presentation of a lawful, duly executed authorization for same, on a form approved by the Union, the Employer shall withhold from each employee's gross pay an amount equal to five percent (5%) of the total of

such employee's gross pay at the time such pay is paid to the employee, and shall remit same to the Union on a monthly basis.

C. External Work

The parties shall meet and discuss the allocation of "external work", or work done outside but adjacent to the Wolstein Center, on a case-by-case basis. It is understood that the decision with respect to such work and the jurisdiction of the Union as to such work shall remain fully vested with the Employer and within its sole discretion and shall not be subject to challenge under the grievance procedure or in any other forum.

III. All employees so utilized will be considered stagehands.

IV. The Employer may use other personnel, not members of the Union, for the following:

- A. All sports presentations
- B. Rodeo and "dirt" events
- C. University events
- D. Trade shows
- E. Conventions
- F. Small (under 25 feet) pipe and drain setup
- G. Set-up of risers where applicable (along with one stagehand)

V Effective Dates: August 1, 2015 to July 31, 2016, subject to Article XIX, herein.

VI. Wages

A. Effective August 1, 2015:

1. Hourly: \$27.71

- a. Hourly employees are to receive an additional \$3.05 per hour for time worked doing rigging. However, show downriggers can work consistent with Local IATSE downriggers on this particular job function in a one-to-one fashion.
- b. Four (4) hours minimum/call.

2. Loader: \$107.89

- a. Four (4) hours minimum/call.

3. Shows: \$98.04

a. Four (4) hours minimum/call

B. Overtime shall be paid, at the rate of time and one-half (1½) the hourly rate of pay for all hours over forty (40) worked in a weekly period. Pay weeks shall commence on Sunday at 12:00 am and end on Saturday at 11:59 pm.

VII. Fringe Benefits:

A. Health and Welfare :

Effective August 1, 2015, seventeen percent (17%) of gross wages of employees covered hereunder will be contributed monthly to Local 27 Health and Welfare Fund

B Pension:

1. Effective August 1, 2015, all employees shall become members of the Ohio Public Employees Retirement System, subject to eligibility therefor.

VIII. Political Action Committee

1. The Employer agrees to institute a payroll deduction for the Local No. 27 Political Action Committee ("PAC") from employees who voluntarily authorize, in writing, the Employer to do so. The payroll deduction shall be five cents (\$.05) per hour for the duration of this Agreement. Such PAC monies shall be remitted to Local 27 within thirty (30) days after the end of the month in which the monies are deducted. This provision shall cease to be effective immediately upon a determination by a court of law or governmental regulatory agency that this provision, or its implementation, is not lawful. It shall also cease to be effective upon the enactment of any government law making such provision, or its operation, unlawful.

IX. Seasonal Rate

A. A new hourly rate of \$20.99 per hour, a loader rate of \$88.25 (four hours minimum/call), a show rate of \$80.99 (four hours minimum/call) and a rigger's premium of \$2.78 per hour shall be established and shall be known as "summer rates."

B. The summer rate shall be effective May 1 through September 15 and

shall only be available if the Employer determines that such rate are required to attract a particular show and so notifies the Union in advance.

X. Regular Employees

- A. The Employer will employ a regular employee who shall be a member of the Union. The regular employee will be guaranteed 2,080 hours of work per year, which hours can be during events or any other times, subject to Paragraphs II and IV.

When called to work, regular employees shall work a minimum of eight (8) hours on a shift. However, the Employer may call a regular employee to work one shift of as few as four (4) hours

All other employees will be employed on an event-by-event basis and may be hired from referrals from the Union. \_\_\_\_\_,

XI. Use of Students and Other Personnel

- A. The Employer may employ and utilize students of Cleveland State University ("students") and other personnel for all positions for all sporting events, rodeo and "dirt" events, University events, trade shows and conventions.

- B. For all musical touring events, the Employer shall guarantee the assignment of Union personnel as follows:

1. Riggers: All
2. Car/Truck Unloaders: All
3. General deck/stage hands: A ratio of two (2) Union to one (1) student

The Employer may utilize the other individuals first in each group of three

4. House sound/light: The regular employee shall be given first opportunity to operate the house sound/light for non-excluded events. If that individual is not available, the assignment will be given to Union personnel.
5. Disc jockeys and their crews working "Conference Pavilion Only" events may unload, set up, take down and load their own shows.

XII. The Employer shall honor "yellow card" attraction staffing.

**XIII. Holidays and Vacations.**

**A. Holidays**

1. Regular employees shall be entitled to the following holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. The Administration may establish alternative days of observance for the following holidays:

Martin Luther King Day  
President's Day  
Columbus Day

3. Holiday pay will be paid to all regular employees. Should a regular employee work on a holiday listed above, such employee shall receive pay for time worked and holiday pay.
4. Casual or event based employees shall receive holiday pay, in addition to pay for time worked, only if said employees work on a holiday.

**B. Vacations**

Regular employees shall receive, on a pro-rated basis, paid vacation as follows:

One (1) week after one (1) full year of employment.  
Two (2) weeks after three (3) full years of employment.  
Three (3) weeks after six (6) full years of employment.  
Four (4) weeks after ten (10) full years of employment.

Regular employees employed at the Wolstein Center at the time this agreement is executed shall retain their vacation entitlement based on their initial date of employment at the Center.

**XIII. Meal periods will be established, generally following the industry standards in the area.**

#### XIV. Continuous and Uninterrupted Operations

- A. In the event that a traveling show carries and installs its own sound system and has its own sound or light personnel, whether as to rigging, set-up or operation, the Union will not harass or otherwise interfere with those operations. Any disputes will be taken up on all matters concerning union membership and jurisdiction as to the traveling show and its soundmen or light personnel thereafter through the grievance procedure. If, however, any part of the house sound system is used, the Union sound person will be employed to the extent required for actual work in arranging or rearranging the house sound equipment
- B. In no case whatsoever shall a production be interfered with in any way due to any dispute involving jurisdiction or work assignments or any other matters. Any such disputes shall be taken up through the grievance procedure without any interruption, interference or hindrance whatsoever of the show, its set-up or break-down.
- C. Stagehands traveling with the show shall be allowed to assist in the following phases of work:
  - 1. The cabling of sound and lighting equipment.
  - 2. The casing, uncasing, setting up, and cabling of band gear after this gear has been placed in the work area.
  - 3. Microphone placement and cabling.
  - 4. The movement of all equipment inside the Center.
  - 5. One stagehand traveling with a show shall be able to assist with high rigging.

Stagehands traveling with the show will be allowed to focus one-half (1/2) of all lighting instruments as designated by the Director. Where such lighting is specialized as part of a pre-programmed performance, traveling stagehands may exclusively operate all such lighting. Stagehands traveling with the show will mix their own sound equipment and operate their own lighting equipment. Stagehands traveling with the show will also perform maintenance on their own equipment.

#### XV. No Strike/No Lockout

During the life of this agreement, and any period prior to its formal effective date, the Union shall not encourage, authorize, condone or otherwise support any strike, sympathy strike, general strike or any other work stoppage, slowdown, sit in or other interference with the operation of the Wolstein

Center, or of Cleveland State University. Any employee engaging in such conduct shall be subject to immediate termination, subject to applicable law.

#### XVI. Management Rights

- A. The Union recognizes the Employer as the body of authority solely vested with the right to run the Wolstein Center. The Employer shall have the right to take any action it considers necessary and proper to effectuate any management policy express or implied, except as expressly limited under this Agreement. Nothing in this Agreement or in this paragraph, section or article shall be construed to restrict or to limit any management authority. The Employer has no duty to bargain over its decisions or the effect(s) of such decisions.
- B. Except as limited under this Agreement, rights include, but are not limited to, the right to manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, lay off, recall, reprimand, suspend, discharge or discipline for just cause; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to subcontract services; to determine the goals of the Wolstein Center or its objectives, programs and services, and to utilize personnel in a manner determined by the Employer to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty or to transfer employees between jobs to promulgate and enforce work rules, orders, policies and procedures; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications' (consistent with the Union's jurisdiction as detailed herein), and the standards of quality and performance to be maintained; to determine overtime and the amount of overtime required; to determine the Wolstein Center's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the location of computers, satellites, and other facilities and equipment of the Wolstein Center; to determine Wolstein Center's goals and missions; to determine the conduct and performance expected of employees in emergency situations; and to do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the administration and management.
- C. In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the Employer. Further, the exercise of any enumerated or reserved management

rights shall not be subjects of negotiation, during the term of this Agreement, either with respect to the decision or its effects.

- D. The Union may refer candidates/applicants for a position, however, the Employer reserves at all times the right to make all decisions as to hiring of all candidates/applicants and may hire without preference for those referred by the Union or those not so referred.

**XVII. Probationary Period**

New regular employees shall serve a probationary period of 120 days. All other employees shall be utilized on an on-call basis, at the unfettered discretion of the Employer and with the right of the Employer to reject any individual referred by the Union for such work.

**XVIII. Grievance Procedure**

A grievance shall mean any dispute between the Union and the Employer or between an employee and the Employer. All such grievances shall be subject to the procedure detailed below which shall be the sole and exclusive means of resolving any and all such grievances.

**Step 1**

The Union and/or the grievant shall notify the Associate Vice President of Student Affairs, or designee, in writing, of any grievance within ten (10) calendar days after the grievance arose or the Union and/or the grievant should have known the grievance arose. The Associate Vice President of Student Affairs, or designee, shall respond to the grievance within ten (10) calendar days of having been served with the grievance.

**Step 2**

The Union may proceed to file the grievance with the Vice President of Business Affairs and Finance, or designee, within ten (10) calendar days of the response of the immediate supervisor in Step 1, above, if not satisfied with that response. Vice President of Business Affairs and Finance, or designee, may then respond to the grievance within ten (10) calendar days after service of the grievance.

**Step 3**

The Union may submit the matter for arbitration to the American Arbitration Association, Cleveland office, pursuant to the Rules of the American Arbitration Association within twenty (20) calendar days after the response of the Vice President of Business Affairs and Finance, or designee, as detailed in Step 2, above.

A grievance not filed or processed by the Union in accordance with these time limits shall be null and void. A failure of the Employer to respond within the time limits shall permit the Union to proceed to the next step.

The decision of the arbitrator so selected shall in no way add to, modify or otherwise alter the terms of this Agreement, and in no case shall the arbitrator award any monetary or other relief for any period more than ten (10) calendar days prior to the filing of the grievance in Step 1, above.

The decision of the arbitrator shall be final and binding on the Union, the Employer and the employees.

**XIX. Full Agreement and Waiver of Bargaining**

This Agreement constitutes the full and complete agreement of the parties and there is no other agreement governing the terms and conditions of employment of the persons covered hereunder. The parties expressly agree that they are each fully aware of all state and local laws and rules and policies of the Employer which might otherwise govern the terms and conditions of employment of the persons covered hereunder. It is agreed, therefore, that no other terms and conditions of employment, benefits to employees or procedures for disciplinary actions, shall govern the individuals covered hereunder, whether same are mentioned or actually stated herein or not.

It is also agreed that the Union has had the opportunity to bargain about any and all subjects and that any subject not expressly mentioned herein is deemed to have been fully bargained for and the Union therefore expressly waives its right to bargain about any subject and the Employer may take any action in any area not expressly prohibited herein without consultation or bargaining with the Union, including any such actions detailed in Article XV, above.

**XX. Duration**

This Agreement shall be in full force and effect from August 1, 2015 through and including July 31, 2016. This Agreement shall be renewed automatically for successive one (1) year periods unless either party serves written notice to the other of an intent to reopen negotiations on this Agreement no later than sixty (60) days prior to the date of expiration.

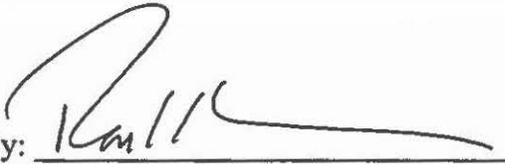
**XXI. This Agreement is subject to, and conditional upon, the approval of the Cleveland State University Board of Trustees and thus shall be considered a tentative agreement, and not binding, until such approval is granted, in writing.**

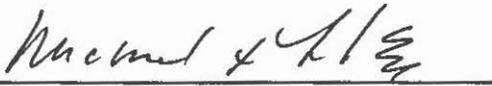
Cleveland, Ohio  
December \_\_, 2015

Feb 8 2016

CLEVELAND STATE UNIVERSITY

INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES,  
LOCAL 27

By: 

By: 

By: \_\_\_\_\_

By: \_\_\_\_\_