



COLLECTIVE BARGAINING AGREEMENT BETWEEN

CLEVELAND STATE UNIVERSITY

and

IATSE, TREASURERS AND TICKET SELLERS UNION, LOCAL 756

02-25-16
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I. Parties

This Agreement is between Cleveland State University, an instrumentality of the State of Ohio (the "University" or the "Employer"), and International Alliance of Theatrical Stage Employees, Treasurers and Ticket Sellers Union, Local 756 (the "Union").

II. Jurisdiction

The jurisdiction of the Union under this Agreement shall include and be limited to the following areas of work at the Cleveland State University: Wolstein Center: All ticket selling at the events and related duties as assigned and as described herein.

III. Recognition

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 and as detailed herein.

IV. All employees so utilized will be considered to be Event Ticket Sellers, Ticket Services Manager, Event Ticket Supervisor or Regular Assistant Ticket Services Manager.

V. The Employer may use students of Cleveland State University ("students") to perform all duties which do not involve the handling of cash or credit cards, including, but not limited to the operation of "will-call" windows, telephone and mail reservations, and related clerical/office duties in the box office operations, and such students shall not be covered by this Agreement or otherwise represented by the Union.

VI. Effective Dates

This Agreement is effective from August 1, 2015 to July 31, 2016, pursuant to Article XVII.

VII. Wages and Pension Benefits

A. Event Ticket Sellers

For the period August 1, 2015 through July 31, 2016, Event Ticket Sellers shall receive \$91.31 for a minimum call of four (4) hours.

B. Ticket Services Manager

For the period August 1, 2015 through July 31, 2016, the Ticket Services Manager shall be paid at a rate of \$26.62 per hour. They shall be paid at time and one-half their then current regular rate of pay for all hours worked in excess of eight (8) in a day.

C. Event Ticket Supervisor

For the period August 1, 2015 through July 31, 2016, the Event Ticket Supervisor shall be paid at a rate of \$25.50 per hour. They shall be paid at time and one-half their then current regular rate of pay for all hours worked in excess of eight (8) in a day.

D. Assistant Ticket Services Manager

For the period August 1, 2015 through July 31, 2016, the Assistant Ticket Services Manager shall be paid at a rate of \$24.28 per hour. He/she shall be paid at time and one-half the then current regular rate of pay for all hours worked in excess of eight (8) in a day.

E. For the period August 1, 2015 through July 31, 2016, the Employer shall make contributions to the Local 756 Health and Welfare Fund equal to sixteen percent (16%); recognizing that such employees, while employed by Cleveland State University, will have payments made on their behalf to the Public Employees Retirement System, if eligible, along with appropriate deductions for employee contributions.

F. All members are eligible to participate in the Alternative Retirement Plan, the University's 403(b) Plan, and the Ohio Deferred Compensation Plan, in accordance with the then current provisions of the Plan.

VIII. Ticket Services Manager, Event Ticket Supervisor and Assistant Ticket Services Manager.

A. Ticket Services Manager

The Employer will employ one Ticket Services Manager who shall be represented by the Union. Such employee will work all hours as scheduled, subject to layoff or reduction in hours where work requirements so demand in the judgment of the Employer.

B. Event Ticket Supervisor

The Employer shall employ, on the day of each event, an Event Ticket Supervisor.

C. Assistant Ticket Services Manager

The Employer will employ one Assistant Ticket Services Manager, who shall be

represented by the Union. Such employee will work all hours as scheduled, subject to layoff or reduction in hours where work requirements so demand in the judgment of the Employer.

- D. All other personnel shall be either Event Ticket Sellers, represented by the Union, or students. Event Ticket Sellers actively on the payroll of the University's previous contractor, Global Spectrum, Inc., shall be grandfathered into employment at the University, subject to their eligibility to work pursuant to the law and the University's policy concerning background checks. Employment seniority shall not be grandfathered.
- E. The Employer may schedule all employees so as to eliminate overtime, such as by using split and staggered shifts and starting times.

IX. Continuous and Uninterrupted Operations

In no case whatsoever shall a production in general, or the sale of tickets, be interfered with in any way due to any dispute, including those which may involve jurisdiction, 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.

X. Strikes, Sympathy Strikes, and Other Actions

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 operations of the Cleveland State University Wolstein Center or Cleveland State University, generally. Any employee engaging in any such conduct shall be subject to immediate termination and not subject to any further employment by the Employer in the operation of the Wolstein Center.

XI. Non-Discrimination

- A. The University prohibits discrimination/harassment toward individuals of the University community on the basis of race, sex (including pregnancy), religion, color, age, national origin, veteran and/or military status, genetic information, or disability and discrimination/harassment toward individuals for other reasons such as sexual orientation, gender identity and/or expression, marital status or parental status. The University will conduct its programs, services and activities in accordance with applicable federal (including Title IX of the Educational Amendments of 1972), state and local laws, regulations and orders and in conformance with university policies. The University and the Union will not tolerate discrimination/harassment of faculty, staff or students by persons conducting business with or visiting the University, even though such persons are not directly affiliated with the University.
- B. The University and the Union agree that claims of discrimination or harassment in violation of state or federal law or University policy shall first be made and heard

according to the Office for Institutional Equity Procedures for Investigating Complaints of Discrimination and Harassment. Subsequently, the complainant may file a grievance under the provisions of Article XIV of the Collective Bargaining Agreement.

- C. Nothing in the Article shall preclude any member of the Bargaining Unit from protecting his or her rights to be free from unlawful discrimination pursuant to any state or federal law which addresses discrimination, directly, and without resort to the Grievance and Arbitration Procedures contained in this Agreement.

XII. 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, the management 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, layoff, recall, reprimand, suspend, discharge, or discipline; 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 the 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 by the Employer 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 through the office of the Business Manager 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.

XIII. Contracting Out

The Employer retains the sole and unilateral right to permanently discontinue or terminate any University or Wolstein Center operations, or to permanently transfer any operation in its entirety to an outside contractor, regardless of whether or not such permanent transfer or termination of operation results in layoff or reduction in pay for other than regular employees.

XIV. Probationary Period

The Ticket Services Manager, Event Ticket Supervisor and Regular Assistant Ticket Services Manager 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.

XV. Grievance Procedure

A grievance shall mean any dispute between the Union and the Employer or between an employee and the Employer arising from this Agreement. 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 Executive Director, Arena & Conference Services, 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 Executive Director, Arena & Conference Services, 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, Business Affairs and Finance, or his or her designee within ten (10) calendar days of the Step 1 response, above, if not satisfied with that response. The Vice President, 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, pursuant to the Rules of the American Arbitration Association within twenty (20) calendar days after the response of the Vice President, 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 employee(s).

- XVI. Grievances Brought Pertaining to University Action in Response to an Allegation of Sexual Discrimination or Harassment of a Student Involving a Bargaining Unit Member
- A. The complainant will receive notice of hearings and outcomes at the same time as the grievant receive such notices, and the complainant may attend hearings with one support person. The complainant will have equivalent rights to appeal to the Vice President, Business Affairs and Finance as the grievant. The resolution of the grievance may be altered as a result of such appeal.
 - B. If a grievance is brought pertaining to university action in response to an allegation of sexual violence that occurs on or near campus involving a bargaining unit member, the complainant will receive notice of hearings and outcomes at the same time as the grievant receives such notices, and the complainant may attend hearings with one support person. The complainant will have equivalent rights to appeal to the Vice President, Business Affairs and Finance as the grievant. The resolution of the grievance may be altered as a result of such appeal.

XVII. 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. 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 intended by this provision to limit all benefits, terms, and conditions to those expressly provided for herein, and to exclude the entitlement to any and all other benefits, terms, and conditions to which employees might otherwise possibly be entitled under state and local laws or rules or the Employer's policies.

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 XI, above.

XVIII. Checkoff

- A. Except as provided herein, the Employer will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by the member for that purpose and bearing his signature. In the event that the authorized monthly deduction amount is to be changed, then the Union shall notify the Employer in writing at least thirty (30) days prior to the requested effective date of the change.
- B. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time during the thirty (30) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of an employee to revoke during that period. The Employer's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- C. Employees may elect to refrain from membership in the Union. Such employees shall, pursuant to R.C. 4117.09 (C), pay a fair share fee not greater than the dues paid by members of Union. This fair share assessment is made to cover the costs of collective bargaining and contract administration throughout the term of representation.
- D. Fair share fees shall be paid by payroll deduction as provided in this article. The amount of the fair share fee shall be certified to the University by the Union prior to the effective date of this Article, and prior to the effective date of any change in that amount. The University will provide the Union with a list of the names of members for whom such deductions have been made, the period covered, and the amounts deducted for each member and for each non-member. The amount of the fair share fee shall be changed at the same time that the amount of the monthly dues is changed.
- E. The University and the Union agree that if any legal challenge is made to the terms of this Article, that both parties will defend its validity until there is a final judgment of the highest court or other tribunal to which the matter may be pursued.
- F. The Union represents to the University that:
 - (1) An internal rebate or advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code.
 - (2) A procedure challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union.

(3) Such procedure and notice shall be in compliance with all relevant state and federal law and the Constitutions of the United States and the State of Ohio.

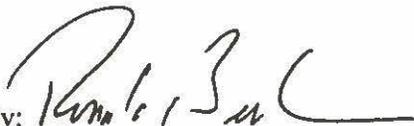
- G. Annually, the Union shall provide the University, within thirty (30) days after communication with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of fair share fees, provided, however, that the Union may delete any information which sets forth amounts of monies the Union spends in various categories or other specific information not necessary to comply with constitutional requirements.
- H. All authorized deductions will be made from the member's pay on a regular monthly basis in the first paycheck of the month. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt. The Union shall assume full responsibility for the disposition of all funds deducted.
- I. The Union shall furnish the name, title, and address of the authorized person or organization to whom the monthly dues deduction payment shall be sent by the Employer.
- J. The Union shall indemnify and hold the Employer, its employees, its officers, the Board of Trustees and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

XIX. Duration

This Agreement shall be effective from August 1, 2015 to July 31, 2016. Thereafter, this Agreement shall continue from year to year unless notice is given, in writing, by either party not less than sixty (60) days prior to the expiration of this Agreement or any extension thereof.

CLEVELAND STATE UNIVERSITY

INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, TREASURERS AND TICKET
SELLERS UNION, LOCAL 756

By: 

By: 

Title: President

Title: President

Date: Feb 8, 2016

Date: 2-1-16