

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

2006 FEB 27 A 10: 07

IN THE MATTER OF FACT-FINDING BETWEEN:

City of Cleveland, Ohio )  
and )  
Treasurers and Ticket Sellers Union, )  
Local 756 )

Case No: 04-MED-01-0054  
Fact-Finder: Colman R. Lalka

HEARING

Date of Hearing: January 20, 2006  
Location of Hearing: Cleveland, Ohio

ATTENDANCE AT HEARING

For the City:

- Jose M. Gonzalez, Esq.
- Sharon Dumas, Interim Finance Director
- Jack Arnold, Assistant Director of Law
- Frank M. Wegling, Deputy Commissioner of Convention Center

For the Union:

- Joseph C. Hoffman, Jr., Esq.
- Thomas F. Patton, President, Local 756
- Susannah Muskovitz, Attorney at Law
- George H. Faulkner, Attorney at Law

MEDIATION

Prior to the commencement of the fact-finding hearing, the Fact-Finder acted as mediator with two issues being negotiated. Neither issue was resolved. A third issue, proposed by the City, adding language to the Collective Bargaining Agreement defining "original appointment," was withdrawn at the commencement of the hearing.

## BACKGROUND

Evidence presented at the hearing establishes the City to be in fiscal crisis. The crisis resulted in massive layoffs in 2004, with a little less than one-thousand employees having been laid off, as well as other cost saving measures. The layoffs reduced City expenditures by \$25 million. To avoid an upcoming 14% increase in employee health care costs, the City initiated changes in health care coverage, resulting in less health care benefits for, and more expenses incurred by, City employees. Finally, the City is hoping a new program will result in additional revenue to the City in 2006.

## BARGAINING UNIT

The Recognition Clause of the Parties' Collective Bargaining Agreement provides for two full-time employees, an Assistant Box Office Manager and a Box Office Cashier, however, the Convention Center currently only has one full-time employee, the Assistant Box Office Manager. The remainder of the Bargaining Unit are Ticket Sellers, all casual employees. That is, Ticket Sellers only work when an event is held at the Convention Center, or other locations as, for example, the Rib Burn Off at Tower City, or the Tall Ships when docking at the lakefront. Bargaining Unit Members do not work the Grand Prix Auto Race or the Cleveland National Air Show, each held annually at Burke Lakefront Airport. When Ticket Sellers are needed for an event, a call is placed to the Union Hall, and the required number of Ticket Sellers are assigned to the job from a list of Ticket Sellers previously hired by the City.

## ISSUES AT IMPASSE AND RECOMMENDATIONS

### Wages

The City has negotiated Collective Bargaining Agreements covering 85% of its workforce. Without exception, the City states, all of those Agreements provide for no wage increase the first year of the Agreements, a one-time \$500.00 payment to all full-time employees in the second year, paid for out of savings on health care costs, and a 3% across-the-board wage increase in the third year.

The City proposes the same wage increases for this Bargaining Unit. The City states the pattern set regarding wages is the best it can do. Once the pattern is broken, the City argues, all other unions will demand the same increases. The IAFF, a major union, had reached tentative

Association, and the Wolstein Center at Cleveland State University. Ticket Sellers at those locations were paid hourly rates ranging from \$17.08 to \$19.25 per hour for the year 2005. Those Ticket Sellers also received pay raises for 2004, 2005, and 2006 ranging from 2% to 3.5%, and those other entities pay into the Union's Health and Welfare Fund. The City of Cleveland does not.

While the City's concern with breaking the pattern of wage increases set with other unions is understandable, patterns cannot be considered inviolate under all circumstances. Evidence established the Convention Center is currently operating in the black, any money in the Enterprise Fund over expenses cannot be transferred to the General Fund to assist the City in its fiscal crisis, the 2004 deficit was not caused by the wages paid the Ticket Sellers, costs for wages paid the Ticket Sellers are billed to promoters, the last wage increase for Bargaining Unit Members was in 2003, and wage increases will have a negligible effect on the Convention Center's budget. Additionally, the Union's sole full-time employee has health care coverage, which was presumably reduced along with all other employees. Under such circumstances strict adherence to the pattern set with other unions cannot be justified. The Fact-Finder recommends a \$500.00 lump sum payment to the Bargaining Unit's sole full-time employee effective April 1, 2005, a 3% wage increase across-the-board also effective April 1, 2005, and a 3% across-the-board wage increase effective April 1, 2006.

#### Work Jurisdiction

In the negotiations resulting in the April 1, 2001 through March 31, 2004 Collective Bargaining Agreement, the Union proposed extending work jurisdiction beyond the Convention Center to events held on all City owned property. Limited agreement was reached on this issue which was memorialized in a Side Letter dated September 5, 2003. The pertinent portion of the Side Letter reads:

The City agrees to assign a bargaining unit member to the Cleveland Air Show. This assignment will be undertaken as a "pilot" practice to determine the efficiency of such assignment. Following the event, the parties shall exchange relevant information and confer to assess the practice. At the sole discretion of the City, the practice can be implemented at future events.

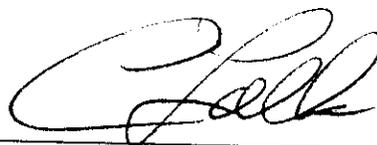
the resale of tickets would not take place. This, the Union concludes, would result in more revenue to the city.

The argument of the Union is compelling, as is the concern of the City regarding its ability to negotiate future leases. The Union's request that its Ticket Sellers be used on all Cleveland property cannot be granted, however, the use of its Ticket Sellers at the Burke Lakefront Airport Grand Prix Auto Race and the Cleveland National Air Show is permitted by both leases. The Fact-Finder recommends the introductory paragraph of the CBA be amended to read:

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 work for the City of Cleveland's Convention Center Complex and work the Cleveland National Air Show and the Grand Prix Auto Race at Burke Lakefront Airport.

#### PREVIOUS COLLECTIVE BARGAINING AGREEMENT

It is further recommended the remainder of the Contract, effective April 1, 2001 through March 31, 2004, extended by the Parties until December 31, 2005, remain unchanged.



Colman R. Lalka, Fact-Finder

Dated: February 23, 2006  
Madison, Lake County, Ohio