

TENTATIVE AGREEMENT SUMMARY
between
THE CITY OF CLEVELAND
and
STAGE EMPLOYEES LOCAL NO. 27, IATSE
December 13, 2023

ALL LANGUAGE TO REMAIN AS IN THE CURRENT CBA UNLESS OTHERWISE NOTED BELOW

1. WAGES – SECTIONS 5-7

2% -- retroactive to April 1, 2022
2% -- retroactive to April 1, 2023
2% -- effective April 1, 2024

1% -- special equity adjustment effective upon ratification for all Full-Time and Casual Stagehands in exchange for the operations proposals Item 11, below

A special equity adjustment of \$0.16/hour retroactive to April 1, 2022, for all Full-Time and Casual Stagehands in lieu of a lump sum Signing Bonus Upon Ratification

2. HEALTH AND WELFARE – SECTION 9

Increase the contributions to the IATSE National Health and Welfare Fund for any non-full-time employees and casual employees as follows:

Effective upon execution: 12.5% of wages
Effective April 1, 2024: 14.0% of wages

3. NON-DISCRIMINATION – SECTION 16

Revise as follows:

The City and the Union hereby ~~state affirm~~ their commitments, legal and moral, not to discriminate ~~or retaliate~~ in any manner relating to employment ~~or representation, including but not limited to~~, on the basis of race, ~~color~~, creed, national origin, ~~age (for those age 40 or older)~~, sex ~~(including sexual orientation, gender identity and expression)~~, ~~or disability, age (for those age 40 or older)~~, ~~genetic background, veteran status, or any other characteristic protected by law.~~

4. DISCIPLINE – SECTION 19

Add the following new paragraph after the first paragraph:

If an employee is charged with a felony and held in custody until the criminal matter is adjudicated, he shall be placed on an unpaid administrative leave pending the

adjudication of his criminal charges. If the employee is convicted of the criminal charges and required to serve a period of incarceration, his employment with the City of Cleveland shall be terminated. If the employee is convicted or pleads guilty but released from custody and not required to serve a period of incarceration or found to be not guilty, the City shall schedule a pre-disciplinary hearing following the adjudication of the criminal charges. Employees released from custody while the criminal matter is pending, shall be scheduled for any pre-disciplinary conference within the same time constraints applicable to all other bargaining unit members.

5. **GRIEVANCE PROCEDURE – SECTION 20**

Revise to permit filing grievances at Step 2 for wage rates/Step placement

6. **TERM OF AGREEMENT – SECTION 23**

Three (3) years – Date of execution through March 31, 2025

7. **HOUSEKEEPING**

Correct typos

8. **BENEFITS -SECTION 4 AND APPENDICES A AND B**

Current contract language, except for dates

9. **UNION JURISDICTION – SECTION 11**

Add the following sentence to the end of the first paragraph in Section 11: The City and Union agree to meet and confer during the term of this Agreement to discuss ways to make more stagehands eligible to work at the facilities where the Union has work jurisdiction as stated above.

10. **FULL TIME EMPLOYMENT – SECTION 8 (HOURS OF WORK)**

Upon successful passage of a Civil Service “résumé” examination, Tim Berkeley will be made a full time City employee and shall receive all wages, benefits, etc. corresponding to that status including but not limited to paid sick leave, paid personal holiday, paid holidays, paid vacations, longevity, major medical coverage, hospitalization, prescription drug coverage, dental insurance, vision insurance and life insurance.

11. **OPERATIONAL CHANGES**

The City proposes the following operational changes in exchange for the proposed equity wage adjustment:

- Changing start time to 7:00 a.m.

- All overtime to be paid at time-and-one-half
- Start time subject to change to meet demands of outside promoter's contract
- Confirm management right to adjust number of employees staffed at events

AGREED TO BY:

IATSE LOCAL NO. 27

By: James J. Holden
James Holden, Business Manager

Date: 12/13/2023

CITY OF CLEVELAND

By: George S. Crisly
GEORGE S. CRISLY, OUTSIDE COUNSEL

Date: 12/14/2023