CONTRACT BETWEEN

THE

CITY OF CLEVELAND

AND

STAGE EMPLOYEES LOCAL NO. 27

OF THE

INTERNATIONAL ALLIANCE

OF THEATRICAL STAGE EMPLOYEES

EFFECTIVE APRIL 1, 2025 THROUGH MARCH 31, 2028

Index

Section		Page
SECTION 1	PURPOSE	1
SECTION 2	MANAGEMENT RIGHTS	1
SECTION 3	RECOGNITION	2
SECTION 4	BENEFITS	3
SECTION 5	WAGES – FULL-TIME STAGEHANDS	5
SECTION 6	WAGES – CASUAL STAGEHANDS	5
SECTION 7	WAGES – SHOW RATE	6
SECTION 8	HOURS OF WORK	6
SECTION 9	HEALTH AND WELFARE	7
SECTION 10	MEAL BREAKS	7
SECTION 11	UNION JURISDICTION	8
SECTION 12	LAY-OFFS	9
SECTION 13	UNION DEDUCTIONS	9
SECTION 14	NO – STRIKE	10
SECTION 15	LIMITED RIGHT TO STRIKE	10
SECTION 16	NON-DISCRIMINATION	11
SECTION 17	SENIORITY	11
SECTION 18	PERSONNEL RECORDS	11
SECTION 19	DISCIPLINE	11
SECTION 20	GRIEVANCE PROCEDURE	13
SECTION 21	DRUG/ALCOHOL TESTING	16
SECTION 22	FINAL AGREEMENT	19
SECTION 23	DURATION	20
APPENDIX A—INSURANCE BENEFITS		21

APPENDIX B—HIGH DEDUCTIBLE PLAN 24

PURPOSE

SECTION 1: This contract sets forth a complete agreement between the City of Cleveland, hereinafter referred to as the "City" and Local 27, hereinafter referred to as the "Union" which represents employees as specified herein. Specifically, the Agreement addresses all matters pertaining to wages, hours or terms and other conditions of employment mutually expressed between the parties.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This contract shall comply with the laws of the United States, the State of Ohio and the City of Cleveland and all applicable governmental administrative rules and regulations which have the effect of law.

MANAGEMENT RIGHTS

SECTION 2: Except as specifically limited herein, all rights are reserved to and remain vested in the City, including, but not limited to the sole right to:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology and organizational structure.

B. Direct, supervise and evaluate or hire employees and to determine when and under what circumstances a vacancy exists.

C. Maintain and improve the efficiency and effectiveness of City operations.

D. Determine the overall methods, process, means or personnel by which the City Operations are to be conducted.

E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees. Determine the adequacy of the work force.

F. Determine the overall mission of the City.

G. Determine the duties to be included in all job classifications and the standards of quality and performance to be maintained.

H. Promulgate and enforce work rules, City orders, policies and procedures.

I. Require employees to use or refrain from using specified uniforms or other tools of duty.

J. Determine hours of work and work schedules.

K. Privatize or subcontract services.

L. Effectively and efficiently manage the work force and to utilize personnel in the manner determined by the city to be the most effective and efficient, including the right to adjust the number of employees staffed at events.

M. Take actions to carry out the mission of the public employer as a governmental unit.

The City reserves the right to implement a no-fault attendance policy. The City will notify the Union prior to implementing such a policy and will meet and confer with the Union regarding the policy. The Union reserves the right to file a grievance regarding the reasonableness of a newly-implemented policy.

Notwithstanding Chapter 4117.08 of the Revised Code, the City is not required to bargain on any subjects – including, but not limited to, those enumerated above – reserved to and retained by the City under this Section. Therefore, Local 27 agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08© of the Revised Code or pursuant to this Section of this Agreement.

The following shall express the City of Cleveland's (hereinafter referred to as City) understanding relating to the treatment of the employees classified as Stagehands, who work for the City of Cleveland's Convention Center Complex.

RECOGNITION

SECTION 3: The Theatrical Stage Employees Union Local No. 27, of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of

the Unites States and Canada, is the exclusive representative for all employees classified as Stagehands for wages, hours, and terms and conditions of employment.

On no less than a monthly basis, the City will provide the Union with a report of all hours worked, gross wages received and applicable deductions made for all bargaining unit members.

BENEFITS

SECTION 4: All full-time Stagehands shall receive the following fringe benefits, as delineated in the City's Personnel Manual unless otherwise provided herein: paid sick leave, paid personal holiday, paid holidays, paid vacations, longevity, hospitalization, dental insurance and life insurance. See Appendices A and B.

HOSPITALIZATION

The City agrees to provide single or family coverage, whichever is applicable, for each full-time 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. There shall be no duplicate coverage if both spouses are on the City's payroll. There shall be no reduction in benefit levels afforded by said plans unless by mutual agreement of the City and the Union.

A. Effective April 1, 2022, full-time employees' health care benefits shall be consistent with the benefits provided in accordance with the City's health benefits programs.

B. Employee premium (defined as the cost of hospitalization, prescription drugs and dental) cost-sharing contributions and other terms as set forth in Appendix A.

C. The City shall have the discretion to implement and offer a voluntary, optional, high-deductible hospitalization, prescription, dental and vision plan for employees with benefit levels as outlined in Appendix B to this Agreement. If so implemented and elected, the premium rates shall be as follows:

SIDE LETTER ON HEALTH INSURANCE:

The City and the Union agree that the percentage of the fully insured equivalent rates that were charged to employees during the 2024-2025 plan year will not change for the 2025-2026 plan year. If the City intends to change the rates it charges to employees in the 2026-27 or 2027-2028 plan years, it will notify the Union and meet and discuss such increases prior to implementation.

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
Employee Premiums (including Rx, dental and vision coverage)	6%	5%	10%	9%

D. To satisfy the "wellness" requirements and be eligible for the reduced premium contributions, the employee must complete annually a health-risk assessment and have participated once annually in a biometric screening. The screening can be attained either through a program offered by the City, at its option, or by the employee through an annual physical conducted by a physician. The screening shall require the following measurements:

- Height
- Weight
- Body mass index (BMI)
- Waist circumference
- Blood pressure

The screening shall also require a blood sample to measure:

- Total cholesterol
- High-density lipoprotein (HDL)
- Glucose
- Low-density lipoprotein (LDL) (available only with the fasting test)
- Triglycerides (available only with the fasting test)

The parties shall convene a labor management committee with no more than three (3) representatives from each party in order to discuss the possible application of health-oriented results to the Wellness Initiatives in the next contract.

E. The City shall have the right to change insurance carriers provided that employee costs and benefit levels remain substantially the same.

F. The City reserves the right to implement a smoking-cessation incentive policy during the life of this Agreement.

WAGES

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 pay period.

To receive any retroactive wage payments from any negotiated wage increases, employees must have the following employment status on the City's payroll on the date that the CBA is executed with any negotiated retroactive wage increase: "Active," or "Authorized Paid Leave of Absence." An employee with an employment status of either "Retired" or "Terminated" on the date the CBA is executed is not entitled to retroactive wage payments from any negotiated wage increases. An employee with an employee status of "Unpaid Leave," "Suspended" or "Layoff" is entitled to any retroactive wage payments and negotiated wage increases upon return to "Active" employee status, except that employees on approved, paid or unpaid leave permitted by federal or state law are eligible for retroactive wage payments and negotiated wage increases. Employees who are on "unpaid leave" (other than FMLA or military leave), "suspended," or "layoff" status at the time the contract is executed shall not be entitled to retroactive wage payments, uniform allowances and uniform maintenance allowances until and unless they return to "active" status. For purposes of this Agreement, retroactive pay shall be limited to the employee who has been the first call throughput the term of this Agreement.

SECTION 5: Effective April 1, 2025, full time Stagehands shall receive:

		April 1, 2025 (retroactive) 3%	April 1, 2026 3%	April 1, 2027 3%
		$39.56	$40.75	$41.97

SECTION 6: Casual Stagehands shall receive the following hourly rates of pay:

		April 1, 2025	April 1, 2026	April 1, 2027

		(retroactive) 3%	(retroactive) 3%	(retroactive) 3%
		$37.97	$39.11	$40.28

SHOW RATE

SECTION 7:

		April 1, 2025 (retroactive) 3%	April 1, 2026 (retroactive) 3%	April 1, 2027 (retroactive) 3%
		$127.97	$131.81	$135.76

HOURS OF WORK

SECTION 8

1. The workweek shall be Monday 12:01 A.M. through Sunday 11:59 P.M.

2. All employees must be guaranteed a minimum call of four (4) hours on all calls.

3. The regular start time for employees shall be 7:00 A.M. The regular start time may be changed to meet the demands of an outside promoter's contract.

4. For City and non-City sponsored events, all work beginning or performed between the hours of 12 Midnight through 7:00 A.M. shall be paid at two (2) times the base rate of pay if the employee works their entire shift during such hours. This double-time provision shall not apply to carry-outs.

5. All hours worked in excess of forty (40) hours in a work week shall be paid at time and one-half (1-1/2) the applicable hourly rate.

6. There shall be no pyramiding of hours and/or premium rates for purposes of overtime calculations.

7. Employees who are required by management to attend appointments with related to services received under the City's Ease at Work program during their scheduled hours of work shall not suffer loss of pay for attending such appointments. This shall not apply to appointments

related to mandatory drug/alcohol testing, or for related treatment services when an employee tests positive from a mandatory drug/alcohol test.

HEALTH AND WELFARE

SECTION 9: The City agrees to contribute to the IATSE National Health and Welfare Fund the following hourly rates of pay for any non-full-time employees and casual employees.

A. Ratification (January 8, 2024)

12.5% of wages

B. April 1, 2024

14.0% of wages

Show Contributions for Health & Welfare

C. Ratification (January 8, 2024)

12.5% of wages

D. April 1, 2024

14.0% of wages

E. The City further agrees to be bound by the Agreement and Declaration of Trust governing the Fund. Such payment shall be by check payable to The Health and Welfare Fund no later than the tenth (10^{th}) day of each month in respect to all employment during the preceding month on which contributions were payable.

MEAL BREAKS

SECTION 10: All Stagehands shall be allowed a meal break of one (1) hour without pay after five (5) hours of work; if no break is given, then the City shall pay twice the prevailing rate for all hours after five (5) of actual work until such meal break is given. The promoter shall reimburse the City said rate for this period of time. Alternatively, the employer (i.e., promoter) may elect to provide a meal for the employees during and after which time the employment shall continue to be paid the prevailing rate for that call. There will be no double time for riggers for removal past midnight.

UNION JURISDICTION

SECTION 11: The City recognizes the Union's work jurisdiction to cover activities occurring in Public Hall, Music Hall, Little Theater, any meeting rooms in those locations, and Malls B and C. Jurisdiction over any of these facilities shall cease should the City close, sell, demolish or otherwise relinquish ownership of the facility. 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.

The City recognizes the right of the Union to designate a steward whenever any of its employees is working. The City recognizes the right of Local #27 to appoint department heads for a "yellow card" show. The department heads shall in no way interfere with the required staff house functions of the City's fulltime Stagehands. If any problem arises in this area, house work rules apply.

The hiring of any full-time Stagehands or any replacements required because of attrition (resignation, retirement or death) may be made through the use of the Union referral system in the event that the City of Cleveland's Civil Service Commission has no current list at the time a vacancy occurs. In any event, all temporary appointments that are made through the Union referral system (in the absence of a current Civil Service List) must, within the time period prescribed by the rules of the Civil Service Commission, be tested and attain regular employment status.

Stagehands traveling with the show will be allowed to focus one-half (1/2) of all lighting instruments as designated by the Lighting Director. Stagehands traveling with the show will mix their own sound equipment and operate their own lighting equipment. All spotlights will be operated by bargaining unit employees in all circumstances. Stagehands traveling with the show will also perform maintenance on their equipment.

Stagehands who work a performance on the deck or working the "spots" shall also work the "out" on an hour for hour basis. If there is not a complete crew for the carry out, additional Stagehands can be called in either to complete the crew or to expedite the carry out per the instruction of the promoter.

Both parties acknowledge that certain productions, e.g. comedians, do not require the normal complement of five (5) Stagehands and two (2) soundmen for a performance. When this exception is anticipated, the situation shall be open for discussion between the City and the Union to determine the appropriate labor call for the particular event in question. Each situation is unique and non-precedent setting.

Stagehands traveling with a show shall be allowed to assist in the following phases or work:

(a) The cabling of sound and lighting equipment.

(b) The casing, uncasing, setting up and cabling of band gear after this gear has been placed in the work area.

(c) Microphone placement and cabling.

(d) One (1) Stagehand traveling with a show shall be able to assist with high rigging.

LAY-OFFS

SECTION 12: Whenever it is necessary to reduce the working force of the City, either for the lack of work or the lack of funds, employees shall be laid off based upon seniority within the affected classification within their division in the following order:

a. Temporary employees

b. Certified/regular employees

UNION DEDUCTIONS

SECTION 13: The City will deduct fees from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individual written authorizations cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that –

1. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union within 30 days of the termination of this Contract.
2. The City'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.

All deductions accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15^{th}) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the dispositions of all funds deducted.

The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and the Union jointly.)

The City payroll clerk shall, in a timely fashion, mail to the Local's office a copy of the hours worked and wages earned for all employees working under the jurisdiction of Local No. 27 at least once a month.

The city is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

NO-STRIKE

SECTION 14: The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly, or indirectly, in any strike. For the purposes of this section "**strike**" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of including, influencing or coercing a change in wages, hours, terms and conditions of employment for the duration of this Contract or any extension thereof.

Violations of this paragraph may constitute an unfair labor practice as determined and remediable by the State Employment Relations Board. In the event an Unfair Labor Practice is determined by the S.E.R.B., the City will not subsequently impose discipline except as recommended by S.E.R.B.

The City shall not lock out employees for the duration of this Contract.

LIMITED RIGHT TO STRIKE

SECTION 15: Upon or after expiration or termination of this Contract or any extensions, employees have the right to strike under Chapter 4117 of the Revised Code provided that they employee organization representing the employees has given a ten (10) day prior notice of intent to strike to the public employer and to the Board; however, the Board, at its discretion, may attempt mediation at any time.

NON-DISCRIMINATION

SECTION 16: The City and the Union hereby state 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, religion, national origin, sex (including sexual orientation, gender identity and expression), disability or age (for those age 40 or older), genetic background, veteran status, or any other characteristic protected by law.

SENIORITY

SECTION 17: An employee hired pursuant to a temporary appointment can only attain regular/legal employment status through the City of Cleveland's Civil Service Commission in accordance with both the Commission's Rules and any court-ordered compliance requirement. Any regular/legal employee who is promoted into a new classification pursuant to a collective bargaining unit job posting procedure shall attain regular/legal status in the promoted-to position after successfully completing a one hundred twenty (120) day probationary period.

Employees who are on non-FMLA leaves of absence in excess of sixty (60) calendar days shall have their City service seniority suspended until they return to active employment status.

PERSONNEL RECORDS

SECTION 18: An employee shall, upon request, be permitted to review his/her official personnel file, 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 signed by him/her or which are more than three years (3) 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 employer'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.

DISCIPLINE

SECTION 19: Whenever the City determines that an employee may be subject to discipline resulting in a loss of pay, 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 employees 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 select, in writing, to waive the opportunity for a pre-disciplinary conference.

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.

At least fourteen (14) 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 the meeting and copies of any reports or statements regarding the accident.

An employee who is disciplined must be disciplined within fourteen (14) 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, she/he has the right to be represented by a Union Official.

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.

All employees are obligated to report convictions for DUI or drug related offenses. Regular employees who are required to drive for work, and who have their driving privileges suspended without work privileges, must likewise report this to the City. Casual employees will be required to report any pending pre-conviction suspension when they receive a call for work, and they will be permitted to accept the assignment if: (1) it does not involve driving during working hours; and (2) the employee is able to report to the assignment via alternate transportation means. Failure to report may result in discipline up to and including discharge.

GRIEVANCE PROCEDURE

SECTION 20: 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 to all steps of the grievance problems.

A grievance is defined as a dispute of 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 any and 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 no later than thirty (30) calendar days prior to arbitration.

If the grievant, or Union (as applicable) fails to appeal a grievance within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last disposition by the City representative. If a grievance disposition is not rendered within the prescribed time limits, the grievance may be advanced to the next step.

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 regarding discharges shall be reviewed through the Grievance Procedure beginning at Step Three (3), and all grievances regarding wage rates/Step placement shall be reviewed beginning at Step Two (2) 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 Business Manager within five (5) working days from the date of the 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 Business Manager. 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 Step One (1) answer. Within five (5) working days thereafter, the Director or his designee shall meet with the Union Business Manager. 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 Union Business Manager.

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 along with the initial grievance, Step 2 appeal, amendments to same, and any Step 1 and 2 responses, with a copy to the affected Director or his designee, within ten (10) working days after receipts of the Step Two (2) answer. The City's Labor Relations Representative and the Union Business Manager will mutually agree on a fate for a meeting for the purpose of considering grievances. A complete agenda for all grievances appealed in writing to Step 3 will be provided by the Union prior to each meeting within thirty (30) calendar days of the Step 3 meeting. The City's Labor Relations Representative shall give a written answer, as defined in Step One (1), to the Union Business Manager. Grievances settled at Step 3 of the Grievance procedure will be effective upon execution by the Union and the Director of Human Resources or his/her designee.

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. The union shall notify the City of its intent to arbitrate the grievance. Within ten (10) calendar days thereafter, the parties shall meet and attempt to mutually agree upon an arbitrator. If no agreement can be reached, the Union shall, within ten (10) calendar days after the meeting, notify the Federal Mediation and Conciliation Service (FMCS) 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 necessary witness(es) shall not lose any regular, straight-time pay for the time off the job while attending to an arbitration proceeding. The Union will provide the City with twenty-four (24) hours' advanced 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 FMCS, and the fee 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 not 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 (1st) question to be placed 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 Article 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 the 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.

DRUG/ALCOHOL TESTING

SECTION 21: 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 $100.00 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 includes drug/alcohol testing. Random 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 who is 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 will include possible urine, blood or breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be 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 discharged by the City.

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 the Union prior to testing. The demand for 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 leave of absence if management has reason to suspect possible illegal drugs and/or 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 of aberrant behavior in the six months immediately preceding the leave of absence or documented involvement with drugs off the job. The City will 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.

As concerns urine samples for drug testing, employees to be tested will undergo an initial screening (EMIT) test. For any positive results, 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. 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 given to rebut the results. Copies of the test results shall be given to the City and to the individual tested. When 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 EAP program can provide counseling and referral. 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 the normal discipline and grievance procedure. An employee subjected to disciplinary charges for substance/alcohol abuse on the job will be given access to the drug or alcohol screening results, will be given 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 which includes allegations of substance/alcohol abuse on the job shall list the basis upon which it was determined

that there was a 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. Such employees may also be subject to additional random testing for a period of up to two years.

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

1) The person has a concentration of three-hundredths of one percent (.03) or more by weight of alcohol in his blood;
2) The person has a concentration of three-hundredths of one gram (.03) or more by weight of alcohol per two hundred liters in his breath;
3) The person has a concentration of (.045) of one gram or more by weight of alcohol per one hundred milliliters of his urine.
4) The test is a positive dilute will be deemed to be a positive test.

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.

FINAL AGREEMENT

SECTION 22: The parties agree that this is their complete Agreement and that each party had the opportunity to bargain about bargainable subjects in the negotiations. The parties further agree that all conditions adhered to in the past including work rules as published in the City Record and Interpretations, shall remain in full force and effect as if fully written herein.

DURATION

SECTION 23: This Agreement, except as otherwise provided herein, shall be effective as of the date of execution and shall continue in full force and effect through March 31, 2028.

ACCEPTED AND AGREED this the 30th day of JUNE, 2026.

FOR THE CITY:

CITY OF CLEVELAND

MAYOR JUSTIN M. BIBB

FOR THE UNION:

LOCAL # 27 I.A.T.S.E

JAMES J. HOLDEN
BUSINESS MANAGER

MATTHEW J. COLE
DIRECTOR, DEPARTMENT OF
PERSONNEL & HUMAN RESOURCES

MARK D. GRIFFIN
CHIEF LEGAL OFFICER
DEPARTMENT OF LAW

APPENDIX A

INSURANCE PLAN DESIGNS

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

		In-Network
a.	Annual Deductible:	$750 single $1500 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$1500 single $3000 family
d.	-- Doctor and other Office visits: -- Specialists:	$20.00 Co-pay $30.00 Co-pay
e.	Use of Emergency Room:	$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $100.00Co-pay plus 90% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	$20.00 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):	$20.00 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 deductible(Age over 50, one each per benefit period):	100% not subject to

g. Out-of-Network varies by standard carrier design.

II. PRESCRIPTION DRUG

a. Co-Pays:

Generic (mandatory)	$10.00
Name Brand, Formulary	$25.00
Name Brand, Non-Formulary	$40.00

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.

Note: Coverage levels for out-of-network services will be as established by the carrier.

III. LIFE INSURANCE

Effective April 1, 2020, increase life insurance coverage from $15,000 to $25,000.

IV. VISION INSURANCE

Effective April 1, 2020:

(i) Increase frame allowance from $120 to $150;

(ii) Reduce the UV co-pay from $10.00 to $0.00; and

(iii) Increase eye exam frequency from 24 months for member aged 20 or over to 12 months.

V. DENTAL INSURANCE

Effective April 1, 2020:

(i) Reduce deductible from $50/person and $150/family to $25/person and $50/family;

(ii) Increase basic coinsurance from 80% to 90%;

(iii) Increase Orthodontia Lifetime Maximum from $1,000 to $2,000; and

(iv) Increase Annual Maximum from $1,000 to $2,000.

APPENDIX B
HIGH DEDUCTIBLE PLAN

		In-Network
a.	Annual Deductible:	$2000 single $4000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$4000 single $8000 family
d.	-- Doctor and other Office visits: -- Specialists:	$40.00 Co-pay $60.00 Co-Pay
e.	Use of Emergency Room:	$250.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $200.00 Co-pay plus 80% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam	100% per benefit period): not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a $500 maximum per benefit period):	100% 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

Note: Coverage levels for out-of-network services will be as established by the carrier.