K #30175

AN AGREEMENT

between

THE CITY OF FINDLAY

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18-S

STATE EMPLOYMENT RELATIONS BOARD
2013 NOV 22 P 4: 17

13-MED-09-1232
1026-06

Effective: January 1, 2013
Expires: December 31, 2015

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ARTICLE I
PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Findlay, Ohio, hereinafter referred to as the "Employer" and the International Union of Operating Engineers, Local 18, hereinafter referred to as the "Union."

ARTICLE II
PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Findlay; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III
RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent representative with respect to wages, hours, and other terms, and other conditions of employment, as provided by the Ohio Public Employees Collective Bargaining Law, for all full-time employees employed in the Sewer Maintenance Section of the Water Pollution Control Division of the Findlay Service Department occupying the positions of Sewer Maintenance Worker I, II, III, and IV, excluding all management, supervisory and confidential employees as defined in the Act and all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE IV
MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be

produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE V
NO-STRIKE

5.01 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE VI
NON-DISCRIMINATION

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, or disability.

6.02 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

ARTICLE VII
DUES DEDUCTIONS

7.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues, fees and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

7.02 The Employer agrees to supply the Union with an alphabetical list of those employees for whom dues deductions have been made.

7.03 A check in the amount of the total dues, fees and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Union within thirty (30) days from the date of making said deductions.

7.04 The Employer shall be relieved from deducting such dues fees or assessments upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the dues deduction authorization form permitting said deductions; or (6) resignation by the employee from the Union.

7.05 The Union hereby agrees to indemnify, save, and hold the Employer harmless from any and all claims, liabilities, or damages which may arise from the performance of its obligations under this article. The Union shall indemnify the Employer for any such liabilities or damages that may arise out of deductions made by the Employer pursuant to this Article. The Employer may, at any time, seek judicial review of any provision of this Article. The Union warrants and guarantees that no provision of this Article violates the laws or constitutions of either the United States of America or the State of Ohio. The Employer's financial liability under this Article is limited to deduction and transmittal of dues, fees, assessments, and fair share fees as provided herein.

7.06 The Employer shall implement a "fair share fee" requirement as set forth below conditioned upon the Union obtaining and maintaining a current membership of not less than eighty (80%) percent of the employees in this bargaining unit who maintain their dues payment through payroll deduction for a period of not less than six (6) consecutive months. At any point membership in the Union drops below eighty percent (80%) for two (2) consecutive dues deduction periods, the fair share provisions herein shall become void until voluntary membership again increases to eighty percent (80%).

7.07 Upon the implementation of a "fair share fee" requirement any future employee who does not make application for Union membership within thirty-one (31) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee as a contribution toward the administration of this Agreement.

7.08 Fair share fees shall be deducted automatically from paychecks of employees, without the necessity of prior written authorization, in the same manner provided by this Agreement for regular dues deductions.

7.09 Fair share fees shall not exceed the regular dues of the Union.

ARTICLE VIII
UNION LEAVE

8.01 Employees who are officers of the bargaining unit may be authorized to attend meetings and conventions of their International Union on a regional, state, or national level. Only personnel elected by their employee group, and certified by official notification from their employee group, shall be granted such leave.

8.02 The representatives shall be chosen by the Union and shall not exceed one (1) person released at the same time. The total cumulative number of release days granted, to attend the meetings mentioned in Section 8.01, per year shall not exceed five (5) working days. Days not used shall not be carried over to the succeeding year.

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ARTICLE IX
BULLETIN BOARDS

9.01 The Employer shall grant to the Union the use of a designated bulletin board.

9.02 Use of the bulletin board by the Union shall be limited to the following Union notice: recreation and social affairs; legislative reports, meetings, appointments, Union elections and results of Union elections. Any other matter to be posted shall be submitted to the Employer for approval. No posting shall be defamatory, critical of the Employer or any employee, politically partisan or controversial. The Employer may remove any such prohibited material.

ARTICLE X
LABOR-MANAGEMENT COMMITTEE

10.01 There shall be a Labor-Management ("Committee") consisting of not more than two (2) Union representatives, a Business Representative may be included if deemed necessary by the Union, and not more than two (2) Employer representatives. The Committee shall meet at least quarterly, unless waived by mutual agreement, to discuss matters of mutual concern, including insurance matters but excluding negotiable and grievable issues. The Committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

ARTICLE XI
UNION REPRESENTATION AND VISITATION

11.01 The Employer recognizes the right of the Union to designate a job steward and an alternate steward.

11.02 A Representative of the Union shall be permitted to enter the Employer's premises during regular working hours, and transact business as needed.

11.03 The Employer will allow the Union to hold its monthly meetings, if it so chooses, at a designated area mutually agreed upon by the Employer and the Union, after normal working hours.

ARTICLE XII
SAFETY AND HEALTH

12.01 The Employer shall continue to make provisions for the safety and health of its employees during the hours of their employment

12.02 Employees shall observe all rules and regulations of the Employer to protect the safety and health of employees and for the preservation of Employer property.

12.03 For the safety of its employees, Employer shall provide rubber boots, gloves, hard hats, safety glasses, safety shirts and vests, and hearing protection.

ARTICLE XIII
SENIORITY

13.01 "Seniority" shall be defined as an employee's uninterrupted length of continuous employment with the Employer. "Relative Seniority" shall be defined as an employee's uninterrupted length of continuous service in a bargaining unit position under this Agreement.

13.02 A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment. The probationary period for new hires will be one (1) year from the employee's date of hire. For promotion appointments, the probationary period shall be six (6) months from the date of promotion.

13.03 An employee's seniority and relative seniority shall be terminated when one (1) or more of the following occur:

a) He resigns;

b) He is discharged for just cause;

c) He is laid-off for a period of time exceeding eighteen (18) months;

d) He retires;

e) He fails to report for work for three (3) or more working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appointing authority;

f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;

g) He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

h) He fails to report to work at the expiration of an approved leave of absence and his continued absence is not otherwise excused.

13.04 If two (2) or more employees are hired or appointed on the same date, their seniority and relative seniority shall be determined by the drawing of lots.

13.05 The Union may request no more than often than quarterly that the Employer provide a current seniority list to the Union.

ARTICLE XIV
LAY-OFF AND RECALL

14.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

14.02 Employees within affected job classifications shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first (1st), provided that all students, temporary, part-time, seasonal and probationary employees within the affected job title(s), within the bargaining unit, are laid off first (1st) in the above respective order. For the purposes of this article, "department" or "bargaining unit" shall mean the various positions included within Article III - Recognition of this Agreement.

14.03 Employees who are laid off from one (I) job title may displace (bump) another employee with lesser seniority in a lower rated job title within the department.

14.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job title pursuant to the provisions of paragraph 14.03, above.

14.05 In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

14.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace (bump) another employee pursuant to the above provisions shall be laid off.

14.07 Employee(s) who are laid off shall have the option of displacing (bumping) another employee pursuant to the above provisions, or being directly laid off by the Employer.

14.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his lay-off.

14.09 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

14.10 Employee(s) scheduled for lay-off shall be given a minimum of fourteen (14) calendar days advance notice of lay-off.

ARTICLE XV
SICK LEAVE

15.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

15.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours actually worked excluding overtime hours worked. Sick leave may be accumulated to an unlimited amount.

15.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

15.04 Sick leave may be used in segments of not less than one (1) hour.

15.05 Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for three (3) days or more must supply a physician's report to be eligible for paid sick leave.

15.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event, after examining such proof or report of medical examination, the Department Head, at his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay.

15.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

15.08 Use of sick leave on five (5) or more "occasions" in any twelve (12) month period shall result in disciplinary action according to the following schedule:

Number of Absences	Disciplinary Action
5 occasions	Written reprimand
6 occasions	3 day suspension
7 occasions	10 day suspension
8 occasions or more	Termination

Any absences when accompanied by a valid physician's statement justifying the absence shall not be considered an "occasion." An "occasion" for purposes of this section shall mean an individual contiguous utilization of sick leave as defined in Section 15.01 regardless of the number of minutes, hours, days or weeks actually involved. (e.g., any portion of a day is considered an "occasion" and one (1) day or five (5) consecutive days would be one (1) "occasion" of sick leave). Any time an employee reports back to work, that "occasion" of sick leave use ends.

15.09 The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist, designated by the Employer, to determine the employee's physical or mental capability to perform the essential functions of his position. If found not qualified, the employee may be placed in an available vacant position in which he can perform all the essential functions without limitations or be separated due to his inability to perform his duties. The employee shall be entitled to a representation hearing prior to termination of his employment and, upon request may have a Union representative present.

15.10 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, or parent. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, spouse, spouse's parents, child, grandchild, brother, sister, or person in loco parentis.

15.11 At the time of separation from employment with the Employer, an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, shall be entitled to receive a cash payment at his hourly rate of pay at the time of retirement in accordance with the following schedule:

Employees hired prior to 8/21/03		Employees hired after 8/21/03
First 960 hours	25%	25% the value of 960 hours
Second 960 hours	50%	
Over 1,920 hours		
All sick leave	50%	

Such request for payment must be submitted prior to the employee's scheduled date of separation. Such payment shall eliminate all of the employee's accrued but unused sick leave.

15.12 It is the parties' intent that this article specifically supersedes and replace the provisions of R.C. 124.38 and 124.39.

ARTICLE XVI
DEATH IN FAMILY

16.01 In the event of the death in the immediate family of an employee, the employee shall be granted up to three (3) consecutive paid work days off in order to attend the funeral and/or make the funeral arrangements. One (1) of the days must include the date of the funeral. Should notification of death be received during working hours, the employee shall also receive, with the consent of the Department Head, the balance of the shift off, without the loss of pay, in addition to the aforementioned time off provisions.

16.02 The immediate family shall be defined as the spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepchild and grandparent-in-law.

16.03 Additional time off, for a death in the immediate family may be approved at the sole discretion of the Head of the Department and shall be deducted from vacation or accumulated sick leave; provided the amount does not exceed three (3) days of sick leave.

16.04 Time off, for a death other than the immediate family may be approved at the sole discretion of the Head of the Department and shall be deducted from the employee's accumulated vacation.

ARTICLE XVII
VACATION

17.01 Each full-time employee, after service of one (1) year with the Employer, shall have earned and will be due annually thereafter eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty- six (26) biweekly pay periods. Vacation leave shall accrue to the employee at the rate of 3.077 hours each bi-weekly pay period for those entitled to eighty (80) hours per year.

17.02 A full-time employee with eight (8) or more years of seniority with the Employer shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay. Vacation leave shall accrue to the employee at the rate of 4.6154 hours each bi-weekly pay period for those entitled to one hundred twenty (120) hours per year.

17.03 A full-time employee with fifteen (15) or more years of seniority with the Employer shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay. Vacation leave shall accrue to the employee at the rate of 6.1539 hours each bi-weekly pay period for those entitled to one hundred sixty (160) hours per year.

17.04 A full-time employee with twenty-two (22) or more years of seniority with the Employer shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay. Vacation leave shall accrue to the employee at the rate of 7.6924 hours each bi-weekly pay period for those entitled to two hundred (200) hours per year.

17.05 Full-time employees who work less than forty (40) hours per week, shall accrue vacation at seventy-five (75%) percent of the rates provided above.

17.06 During the first (1st) year of service, no vacation shall be granted to an employee, but the employee during the first (1st) year of service shall accumulate vacation hours as provided above. After one (1) year of service, an employee may take vacation up to the number of hours accumulated at the time subject to scheduling limitations. An employee who quits or is removed from employment during his first (1st) year of service shall not be entitled to payment for any accrued vacation.

17.07 Employees may express their preference as to vacation period, and the preference will be accommodated by the Department Head, if practical. Vacation shall be scheduled considering the operational demands of the department.

17.08 Employees who have unused vacation leave to their credit may accumulate up to two (2) years credit with the approval of the Department Head. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for two (2) years. Any employee who has two (2) years' worth of vacation time accrued, shall cease accruing any additional

vacation time until his balance is reduced below the two (2) year level of accumulation. The Service Director may approve exceptions to this provision upon a written request from the employee stating the reasons for such exception.

ARTICLE XVIII
HOLIDAYS

18.01 Full-time bargaining unit employees shall not be required to work on days declared in this section to be holidays, unless in the opinion of the employee's responsible administrative superior failure to work on such holidays would impair the public service, such holidays shall be:

a. The first day of January, known as New Year's Day;

b. The third Monday of January, known as Martin Luther King, Jr. Day;

c. The third Monday in February, known as Washington-Lincoln Day or President's Day;

d. The last Monday in May, known as Decoration or Memorial Day;

e. The fourth day of July, known as Independence Day;

f. The first Monday of September; known as Labor Day;

g. November 11, known as Veteran's Day;

h. The fourth Thursday in November, known as Thanksgiving Day;

1. The day after Thanksgiving;

J. December 24, known as Christmas-Eve Day;

k. December 25, known as Christmas Day; and

18.02 In the event that any of the aforesaid holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays shall fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

18.03 A full-time bargaining unit employee who works less than forty (40) hours per week shall receive paid holiday leave on a pro-rata basis at the same rate as the employees average number of hours worked per day in the balance of the pay period which contains the holiday. In order to be eligible for any holiday pay, all employees must work their last regularly scheduled workday before the holiday and their first (1st) regularly scheduled workday after the holiday.

ARTICLE XIX
LONGEVITY

19.01 All full-time employees who have completed ten (10) or more years of continuous full- time service shall accrue a longevity fund of thirty ($30.00) dollars per bi-weekly pay period in addition to their regular rate of pay.

19.02 All full-time employees who have completed fifteen (15) or more years of continuous full-time service shall accrue a longevity fund of fifty ($50.00) dollars per bi-weekly pay period in addition to their regular rate of pay. The longevity accrual in this section shall replace the longevity accrual to be earned upon the completion of ten (10) years of service.

19.03 All full-time employees who have completed twenty (20) or more years of continuous full-time service shall accrue a longevity fund of seventy ($70.00) dollars per bi-weekly pay period in addition to their regular rate of pay. The longevity accrual in this section shall replace the longevity accrual to be earned upon the completion of fifteen (15) years of service.

19.04 All full-time employees who have completed twenty-five (25) or more years of continuous full-time service shall accrue a longevity fund of ninety ($90.00) dollars per bi-weekly pay period in addition to their regular rate of pay. The longevity accrual in this section shall replace the longevity accrual to be earned upon the completion of twenty (20) years of service.

19.05 Accrued longevity funds shall be paid in a separate check to be issued annually coincidental with the first (1st) pay check in December, with any residual amount paid within forty-five (45) days.

19.06 Longevity accruals under this section shall be included in any calculation of overtime pay rates.

19.07 Longevity accruals shall be included in wage rates on a one time (1x) basis, at the time of retirement, or death, to calculate unused, vacation and/or sick leave payments.

ARTICLE XX
OVERTIME

20.01 Any employee who is scheduled to work more than forty (40) hours per calendar week shall be compensated at the rate of time and one-half (1 1/2) his regular hourly rate for any hours actually worked in excess of forty (40) hours per calendar week.

20.02 A minimum of three (3) hours at the employee's overtime rate shall be paid to an employee whenever such employee is called into work other than his regular scheduled shift or previously scheduled overtime, provided such time does not abut the employee's regularly scheduled shift.

20.03 The calculation of overtime pay shall include time actually worked, holidays as specifically set forth in Article XVIII - Holidays subparagraphs a-k, actually worked, and scheduled vacation leave actually worked.

a. An employee who is eligible for overtime may elect to take compensatory time ("Comp Time") off instead of overtime pay for any overtime worked. The Comp Time shall be granted by the employee's supervisor on a time and one-half (1 ½) basis (i.e., for one (1) hour of overtime, one and one-half (1 ½) hours of Comp Time will be granted). Employees may accumulate up to and maintain sixty (60) hours of unused Comp Time.

b. When an employee who has been eligible for overtime receives a promotion and accepts a position that is exempt from the payment of overtime, the employee will be paid for all unused accumulated Comp Time hours at the time of the promotion. The payment will be made using a rate of pay in effect prior to the employee's promotion.

ARTICLE XXI
HEALTH INSURANCE

21.01 Employer agrees to provide hospital/medical coverage during the term of this Agreement in accordance with the terms set forth herein. Employer agrees to provide employees with the option of selecting coverage from a "Core" Plan or a "High Deductible Plan" (HDHP) which is accompanied by a health savings account. Nothing in this Agreement shall be construed to restrict the Employer from changing carriers or to self-insure providing the coverage is comparable.

21.02 Effective January 1, 2013 the monthly premium cost of hospitalization and health insurance, regardless of plan selection or coverage tier, shall be shared on the following basis:

Employer's share 90%,
Employee's share 10%.

21.03 Except as otherwise provided herein, effective January 1, 2014, the maximum monthly premium cost of hospitalization and health insurance for the HDHP shall be shared as follows:

Employer's share 90%,
Employee's share 10%.

Employees hired prior to January 1, 2013 may choose to enroll in either the HDHP or the Core Plan. The Employer will contribute the same total premium dollar amount for the HDHP, represented by the forgoing percentages, toward the total premium cost of the Core Plan. The employee will be responsible for paying the total cost of the Core Plan premium less the amount that the Employer contributes toward the HDHP premium if he chooses to enroll in the Core Plan. The Employer shall make a contribution to the health savings account of an employee who elects coverage under the HDHP Plan, minimum Employer contribution amounts to be equal to or greater than current practice through 2014.

Employees hired on or after January 1, 2013 may only choose to enroll in the HDHP which is accompanied by a health savings account. Employees hired after January 1, 2013 are not eligible to enroll in the "Core" health care plan.

In order to continue to qualify for the 10% premium contribution limit, employees must participate in the Employer's Wellness Program in 2014 and 2015. If an employee does not participate, then the Employer's share of premium contribution for the HDHP shall be 80% not 90% and the employee's share shall be 20% rather than 10%. The Insurance Committee will be responsible for developing participation criteria for earning the lower premium contributions. The developing of Wellness Program participation criteria shall encourage and reward healthy behavior and goal setting. For 2014, the only Wellness Program participation requirements will be to attend an annual enrollment meeting and to complete baseline testing on or before December 31, 2013.

21.04 In event health insurance costs increase by more than twelve (12%) Employer reserves the right to make plan design changes to lower the overall increased cost of the plan to twelve (12%) percent. Employer will be required to share any proposed changes with the Insurance Committee and seek input from the Insurance Committee prior to implementing any changes.

21.05 Effective January 1, 2013 through the remainder of this Agreement, employees will contribute to the cost of the optional dental program, if they elect the coverage, as follows:

Employer's share 90%,
Employee's share 10%.

21.06 Effective January 1, 2014, employee spouses are required to use the health benefits provided through their employer as their primary coverage. On an annual basis, for employees enrolling in family coverage, the employee and the spouse's employer will be required to sign a spousal form indicating whether his/her spouse has access to health insurance coverage. Failure to complete the spousal form will result in the termination of the employee's eligibility for family coverage for the calendar year.

If the spouse's monthly premium for employee-only coverage through his/her employer exceeds sixty (60%) percent of the total monthly premium of the Employer's Core Plan for single coverage, then the spouse may remain on the Employer's Plan at no additional cost, therefore paying the standard family rate.

21.07 The employee's share of the cost of providing hospital/medical, dental or vision coverage shall be deducted from the payroll of each participating employee.

21.08 An eligible employee's coverage under this Plan shall become effective on the date the employee has completed the Waiting Period under the Plan provided he agrees to make an required contribution and makes written application to the Plan Administrator for coverage within thirty-one (31) days of that date. Coverage provided under the Plan for covered employees shall be in accordance with the employee's eligibility, effective date and termination provisions included herein and coverage classification (if any) under the Plan.

All coverage under the Plan shall begin at 12:01 am standard time on the date such coverage is effective. Coverage shall be effective the first (1st) of the month following or coincident with completion of a thirty (30) day waiting period.

21.09 The Health Insurance Committee shall be comprised of thirteen (13) members consisting of two (2) representatives each from the Police Department, Fire Department and Sewer Maintenance unions, six (6) representatives from the non-union departments, and one (1) representative of the Employer. The Mayor, City Auditor and/or other administrator of the Employer health care plan shall serve as ex officio members of the committee but shall not enjoy or exercise voting rights. In addition, Employer retains the right to invite advisory personnel to participate in all meetings for informational purposes only.

The function of the committee will be to conduct regular meetings aimed at discussing the function, cost and financial condition of the health care plan. Whenever changes to the health care plan are dictated due to an increase in health insurance costs of more than twelve (12%), section 28.04 shall control. Whenever changes to the health care plan are otherwise warranted or necessitated, the committee shall vote on which changes and/or provision(s) shall be implemented to achieve the desired effect.

A majority vote shall bind all employees/Unions. In the event that the committee cannot reach a majority vote after further discussion and consideration of said plan changes, then in that event only the proposed changes receiving a plurality of votes shall be considered and the plan receiving a majority of those votes shall bind all employees/Unions. In no event shall a plan change adopted by the committee impose a different effect or outcome on any single employee or group of employees.

21.10 Employer agrees that if it provides a health insurance plan to any other bargaining unit or non-union employee which health insurance plan is more favorable or beneficial to said employees than the health insurance plan agreed to herein, that Employer will prospectively apply the more favorable or beneficial aspects of that health insurance plan to this bargaining unit. Employer agrees to provide hospital/medical coverage during the term of this Agreement in accordance with the terms set forth herein.

21.11 Effective October 1, 2014, this Agreement may be reopened by either party for the purpose of negotiating Health Insurance for the calendar year 2015.

ARTICLE XXII
LIFE INSURANCE

22.01 All full-time employees shall be covered under a group life insurance policy and shall receive double (2x) indemnity coverage under said policy.

ARTICLE XXIII
WAGES

23.01 Effective at the beginning of the first (1st) full payroll period subsequent to January 1, 2013, all employees hired prior to August 21, 2003, shall be paid in accordance with the following schedule:

Classification	0	1-2	3-4	5-6	7	8
Sewer Maint. Worker I	$15.97	$17.52	$18.40	$19.17	$20.08	$20.99
Sewer Maint. Worker II	$17.50	$19.17	$20.08	$20.99	$22.01	$23.00
Sewer Maint. Worker III	$19.12	$20.99	$22.01	$23.00	$24.08	$25.26
Sewer Maint. Worker IV	$20.95	$23.00	$24.08	$25.26	$26.47	$27.67

23.02 Effective at the beginning of the first (1st) full payroll period subsequent to January 1, 2013, all employees hired on or after August 21, 2003, shall be paid in accordance with the following schedule:

Classification	0	1-2	3-4	5-6	7	8
Sewer Maint. Worker I	$15.97	$16.75	$17.25	$17.77	$18.13	$18.51
Sewer Maint. Worker II	$17.50	$18.37	$18.93	$19.49	$19.90	$20.30
Sewer Maint. Worker III	$19.12	$20.06	$20.66	$21.28	$21.71	$22.16
Sewer Maint. Worker IV	$20.95	$22.00	$22.66	$23.34	$23.80	$24.28

23.03 Effective at the beginning of the first (1st) full payroll period subsequent to January 1, 2014, all employees hired prior to August 21, 2003, shall be paid in accordance with the following schedule:

Classification	0	1-2	3-4	5-6	7	8
Sewer Maint. Worker I	$15.97	$17.52	$18.40	$19.17	$20.08	$20.99
Sewer Maint. Worker II	$17.50	$19.17	$20.08	$20.99	$22.01	$23.00
Sewer Maint. Worker III	$19.12	$20.99	$22.01	$23.00	$24.08	$25.26
Sewer Maint. Worker IV	$20.95	$23.00	$24.08	$25.26	$26.47	$27.67

23.04 Effective at the beginning of the first (1st) full payroll period subsequent to January 1, 2014, all employees hired on or after August 21, 2003, shall be paid in accordance with the following schedule:

Classification	0	1-2	3-4	5-6	7	8
Sewer Maint. Worker I	$15.97	$16.75	$17.25	$17.77	$18.13	$18.51
Sewer Maint. Worker II	$17.50	$18.37	$18.93	$19.49	$19.90	$20.30
Sewer Maint. Worker III	$19.12	$20.06	$20.66	$21.28	$21.71	$22.16
Sewer Maint. Worker IV	$20.95	$22.00	$22.66	$23.34	$23.80	$24.28

23.05 Effective at the beginning of the first (1st) full payroll period subsequent to January 1, 2015, all employees hired prior to August 21, 2003, shall be paid in accordance with the following schedule:

Classification	0	1-2	3-4	5-6	7	8
Sewer Maint. Worker I	$15.97	$17.52	$19.17	$19.17	$20.08	$20.99
Sewer Maint. Worker II	$17.50	$19.17	$20.99	$20.99	$20.99	$23.00
Sewer Maint. Worker III	$19.12	$20.99	$22.01	$23.00	$23.00	$25.26
Sewer Maint. Worker IV	$20.95	$23.00	$24.08	$25.26	$25.26	$27.67

23.06 Effective at the beginning of the first (1st) full payroll period subsequent to January 1, 2015, all employees hired on or after August 21, 2003, shall be paid in accordance with the following schedule:

Classification	0	1-2	3-4	5-6	7	8
Sewer Maint. Worker I	$15.97	$16.75	$17.25	$17.77	$18.13	$18.51
Sewer Maint. Worker II	$17.50	$18.37	$18.93	$19.49	$19.90	$20.30
Sewer Maint. Worker III	$19.12	$20.06	$20.66	$21.28	$21.71	$22.16
Sewer Maint. Worker IV	$20.95	$22.00	$22.66	$23.34	$23.80	$24.28

23.07 Employer agrees that if at any time between January 1, 2013 through December 31, 2015, Employer approves and awards uniform gross wage increase(s) in excess of two percent (2%) to the non-union employees as a whole, then Employer will prospectively apply to this bargaining unit a wage increase equal to the gross wage increase provided to the non-union employees less two percent (2%). (Example: If the non-union employees receive a total gross wage increase of two percent (2%) between January 1, 2013 and December 31, 2015 then no wage increase shall be due this bargaining unit. If, however, the non-union employees receive a total gross wage increase of three percent (3%) between January 1, 2013 and December 31, 2015, then a one percent (1%) gross wage increase, applied prospectively, is due this bargaining unit).

ARTICLE XXIV
CONFORMITY TO LAW

24.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

24.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

24.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XXV
TOTAL AGREEMENT

25.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE XXVI
OBLIGATION TO NEGOTIATE

26.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

26.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

26.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE XXVII
GENDER AND PLURAL

27.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXVIII
HEADINGS

28.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXIX
LEGISLATIVE APPROVAL

29.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXX
DISCIPLINARY PROCEDURE

30.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

30.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

30.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

30.04 Whenever, after an initial investigation, the Employer has reason to believe that a non-probationary employee may have committed one (1) or more offenses that could result in either a fine, a suspension without pay, a demotion, or a removal from employment with the Employer, the Employer shall schedule a pre-disciplinary conference to provide the employee the opportunity to respond to such allegations.

30.05 Prior to the pre-disciplinary conference, the Employer will provide the employee notice of the alleged offense(s) and the date and time the pre-disciplinary conference will begin.

A. At the pre-disciplinary conference the Employer will provide the employee with a brief explanation of the evidence supporting the allegation(s) of misconduct.

B. The employee will be given the opportunity to respond to each charge.

C. Upon request, the employee will be permitted to have his/her union representative present at the pre-disciplinary conference.

D. No recording device, or stenographic, or other record shall be made of any meeting between the Employer and an employee and/or the employee's union representative without the

advance approval of the Employer and the knowledge of all parties in said meeting. If the Employer authorizes a recording or transcript of the meeting and the Union desires a copy, the cost of the recording or transcript shall be shared equally by the parties.

30.06 Within a reasonable period of time following the conclusion of the pre-disciplinary conference, the Employer will determine what, if any, disciplinary action is warranted. Prior to any final determination of discipline, an employee may voluntarily resign his/her position.

30.07 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty shall be specified in the Notice of Discipline.

30.08 Following the Notice of Appeal, a non-probationary employee may appeal any finding of discipline through the grievance and arbitration procedures contained in this Agreement, subject to the terms and conditions contained in the grievance and arbitration articles. To be considered a valid grievance, the appeal must be submitted within five (5) working days of the employee's receipt of the Notice of Discipline.

30.09 During the investigation stage and prior to the issuance of the Notice of Pre-Disciplinary Conference, the Employer may meet informally with the employee and, if the employee requests, a representative of the Union to further investigate the alleged misconduct and/or to discuss the potential charges and/or potential disciplinary action. Nothing in these procedures shall prevent the Employer and the employee from agreeing, at any time, to a settlement or last chance agreement to resolve the pending disciplinary action.

30.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and the Union. All subsequent appeal rights shall be deemed waived.

30.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall, upon his/her request, have the right to have a Union representative present at such meeting. A settlement entered into with the Employer by an employee or the Union on the employee's behalf, shall be final and binding on all parties. The Union shall be provided a copy of any settlement or last chance agreement involving a bargaining unit employee. A settlement or last chance agreement shall not require a vote of the Union's membership or the Employer's legislative body. The rules of construction do not apply to the terms of a settlement or last chance agreement.

30.12 An employee may be suspended with pay at any time during the disciplinary process if the Employer, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations.

30.13 The Union on behalf of all the employees covered by this Agreement and on its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary actions (e.g. suspensions, demotion, or discharge) to any Civil Service Commission. It is the intent of the parties that this disciplinary procedure be considered to specifically supersede and replace for all bargaining unit employees any statutory appeal process contained in the Ohio Revised

Code, including but not limited to the process contained in R.C. 124.34, and any process contained in the City of Findlay local Civil Service Commission Rules and Regulations.

This Agreement is not intended to supersede or replace R.C. 124.57 which prohibits public employees from engaging in partisan political activities either while on or off duty. Any bargaining unit employee who engages in partisan political activities shall be removed from employment with the Employer and shall have no appeal regarding the level of disciplinary action administered.

30.14 In the event the Employer discovers any procedural error regarding any of the discipline procedures herein or any other applicable procedure within this Agreement, the Employer shall have the right to rescind the disciplinary action and reissue the discipline in accordance with the proper procedures.

ARTICLE XXXI
GRIEVANCE PROCEDURE

31.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except for Step 1 and, upon request, shall have the right to be represented by a representative of the Union at any step of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

31.02 For the purposes of this procedure, the below listed terms are defined as follows:

A. Grievance: A "grievance" shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.

B. Aggrieved Party: The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

C. Party in Interest: A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

D. Days: A "day" as used in this procedure shall mean calendar days, but excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

31.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

A. All grievances shall include the name and position of the aggrieved party; the identity of the specific and express provisions of this Agreement alleged to have been violated; the time and place where the alleged violation took place; the identity of the party alleged to have violated this Agreement, if known to the aggrieved party; and a general statement of the nature of the alleged violation and the remedy requested to resolve the grievance.

B. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party.

C. If a grievance affects a group of bargaining unit employees, it may be processed by one (1) such employee on behalf of the group, provided that each employee desiring to file the grievance must sign said grievance.

D. The preparation and processing of grievances shall be conducted only during non-working hours unless specifically authorized in advance by the Employer to be conducted during work time.

E. Nothing contained herein shall be construed as limiting the right of the employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

F. The employee shall have the right to be represented by the Union at any step of this procedure.

G. This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions involving a non-probationary bargaining unit employee. The parties specifically declare their intent to supersede any provisions in the Ohio Revised Code, including but not limited to R.C. Section 124.34, which provides a means of appealing any disciplinary actions by any means other than this grievance procedure.

H. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void, and shall not be appealable to arbitration. If the Employer fails to reply within the specified time limit, the grievant may move the grievance to the next step within the time limit specified for that step. The time limit specified for either party may be extended only by written mutual agreement.

I. In the event there is a legitimate dispute between the parties regarding whether a grievance was filed initially within the specified time limit or appealed in the next step in the grievance or arbitration procedure within the specified time limit, or in the event of other arbitrability issues, the Employer shall have the right to bifurcate the question of arbitrability and require a separate hearing and final decision on the arbitrability issues.

J. Any grievance which alleges a violation of law or whose defense depends on the interpretation of any law shall not be subject to arbitration.

K. A jurisdictional defense shall never be considered to have been waived by the Employer's failure to assert such defense at an earlier step of the grievance or arbitration process.

L. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

31.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: (Informal): An employee who believes he may have a grievance may discuss the matter informally with his immediate supervisor prior to submitting a grievance to the formal steps of the grievance procedure.

Step 2: (Formal): If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the employee's Department Head within five (5) days of the occurrence of the incident giving rise to the grievance. The Department Head shall respond to the grievance within seven (7) days.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Service/Safety Director within five (5) days from the date of the rendering of the decision in Step 2. Copies of the grievance and the written decision from Step 2 shall be submitted with the appeal. The Service/Safety Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his Union representative, if he requests one. The Service/Safety Director shall issue a written decision to the Union and a copy to the employee within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the arbitration procedure herein contained.

ARTICLE XXXII
ARBITRATION PROCEDURE

32.01 In the event a valid grievance is unresolved after being properly processed through all of the steps of the grievance procedure, then within twenty (20) days after rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party, with approval of the Union, may submit the grievance to arbitration. Within this twenty (20) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created in accordance with this Article. If such agreement is not reached, then the parties mutually agree to jointly request a list of fifteen (15) arbitrators who are domiciled in Ohio, are members of the National Academy of Arbitrators, and who have not worked for nor had any form of contractual relationship with either party during the five (5) year period immediately preceding their placement on the list of arbitrators. The arbitrator will be required to certify to both parties that he/she meets the above requirements prior to the parties agreeing to a date for the arbitration hearing.
If for any consecutive thirty (30) day period after the Employer's response at Step 3 of the grievance procedure the Union fails to act upon obtaining a list of arbitrators, selecting an arbitrator, or scheduling an arbitration hearing, the grievance shall be considered settled based upon the Employer's response at Step 3 of the grievance procedure.

The parties shall select an arbitrator using the following method: Each party shall strike all names of arbitrators on the list that are unacceptable to them, and rank the remaining arbitrators based on their preference (i.e., first (1st) choice number one (1), second (2nd) choice number two (2), etc.). The parties shall each return their list to the FMCS who shall select an arbitrator acceptable to both parties and who ranks among the highest on both parties' lists. If no match can be made from the lists returned by the parties, the FMCS shall so notify the parties and submit a new list of fifteen (15) different names meeting the original criteria. The Union shall pay the cost of obtaining the first (1st)

list. If either party rejects the first (1st) list, the cost of the second (2nd) list shall be shared equally between the Employer and the Union.

32.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not have the authority to mitigate the level of discipline in any disciplinary case where the preponderance of the evidence shows that misconduct did occur.

32.03 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party in any case involving a contractual interpretation.

The fees and expenses of the arbitrator and the cost of the hearing room shall be divided equally for any case involving discipline. Neither party shall be responsible for any of the expenses incurred by the other party.

32.04 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties except that either party shall retain their right to appeal such decision in accordance with applicable law. The arbitrator shall submit his decision in "draft" form to both parties and allow both parties ten (10) calendar days in which to submit written objections and supporting arguments to him regarding anything within his brief which they believe is in error. The arbitrator shall have fifteen (15) days following receipt of the supplemental arguments to submit the final draft of his decision to the parties.

32.05 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this article. The individuals placed on this panel shall be selected by mutual agreement of the parties during the month of January each year and shall remain on the list for one (1) year from the date they are assigned to the list. The parties may agree to keep any name on the list for one (1) or more consecutive years or may mutually agree to place a name back on the list that was removed in a previous year.

32.06 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedures herein contained.

ARTICLE XXXIII
DURATION

33.01 This Agreement shall be retroactive to January 1, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2015.

ARTICLE XXXIV
EXECUTION

34.01 In Witness Whereof, the duly authorized representative of the Employer and Union to hereby execute this Agreement this _____ day of _____, 2013.

FOR THE UNION:

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 18-S

By: _____
Patrick L. Sink, Business Manager

By: _____
Richard E. Dalton, President

By: _____
Gary Siesel, Rec.-Corr. Secretary

By: _____
Scott B. Peters, District Representative.

By: _____
Daniel A. Gonzalez, Committee Mem.

By: _____
Chris Kolhoff, Committee Mem.

FOR THE EMPLOYER:
CITY OF FINDLAY

By: _____
Lydia L. Mihalik, Mayor

By: _____
Paul E. Schmelzer, Service/Safety Director

By: _____
Donald J. Rasmussen, Director of Law

International Union of Operating Engineers

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

THIRTY-FIVE FIFTEEN PROSPECT AVENUE • CLEVELAND, OHIO 44115

(216) 432-2668 FAX: (216) 432-0796

Local 18S

STATE EMPLOYMENT RELATIONS BOARD

2013 NOV 22 P 4: 16

November 21, 2013

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Dear Sirs:

Enclosed you will find a signed copy of the new Agreement between Local Union 18S, Cleveland, Ohio and ***The City of Findlay.***

This copy filed in accordance with Ohio State Employment Relations Board Rules 4117-1-01 through 4117-25-02.

Sincerely yours,

Scott B. Peters
District Representative

SBP/pjn
Enclosure(s)