

# HAND DELIVERED



State of Ohio  
 State Employment Relations Board  
 65 East State Street, 12<sup>th</sup> Floor  
 Columbus, Ohio 43215-4213  
 (614) 644-8573

STATE EMPLOYMENT  
 RELATIONS BOARD

Case No.  
**2005-MED-10-1104**

W/ATT

<http://www.serb.state.oh.us/2000%20forms/MED/NTON.PDF>

2005 OCT -4 P 1:37

**NOTICE TO NEGOTIATE**  
 (File a separate Notice for each bargaining unit)

**INSTRUCTIONS:** A representative of either the employer or the employee organization that is the exclusive representative of the employees in the bargaining unit may file a Notice to Negotiate. Pursuant to Ohio Revised Code Section 4117.14, this notice is filed by (check one)  the employer or  the employee organization. File *one original and one copy* of this form with the State Employment Relations Board at the above address and serve *one copy* on the other party in the negotiation. If more space is required for any item, attach additional sheets; please number the items accordingly.

**1. Name of Employer:**  
 City of Urbana

Address: P.O. Box 747, 205 South Main Street	Telephone: (937) 652-4300
---	------------------------------

City, County, State, Zip: Urbana, Champaign, Ohio 43078	Fax: (937) 652-4306
--	------------------------

**2. Name of Employer's Representative:**  
 Ms. Bobbi Moore, Mayor

Address: P.O. Box 747, 205 South Main Street	Telephone: (937) 652-4300
---	------------------------------

City, State, Zip: Urbana, Ohio 43078	Fax: (937) 652-4306
---	------------------------

**3. Name of Employee Organization & Parent Organization Affiliation (if any):**  
 Fraternal Order of Police, Ohio Labor Council, Inc.

Address: 222 East Town Street	Telephone: (614) 224-5700
----------------------------------	------------------------------

City, State, Zip: Columbus, Ohio 43215	Fax: (614) 224-5775
---	------------------------

**4. Name of Employee Organization's Representative:**  
 Catherine A. Brockman

Address: 222 East Town Street	Telephone: (614) 224-5700
----------------------------------	------------------------------

City, State, Zip: Columbus, Ohio 43215	Fax: (614) 224-5775
---	------------------------

<b>5. Bargaining Unit Certification:</b> <input checked="" type="checkbox"/> Board-Certified Unit (Describe unit or attach copy of current recognition clause) <input type="checkbox"/> Deemed-Certified Unit (Describe unit or attach copy of current recognition clause)	<b>6. Approximate Number of Employees in Unit:</b> <p align="center">9</p>
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**7. Does the initiating party propose multi-unit bargaining?**  Yes  No If yes, please identify other unit(s):

*Staff Rep: Dennis Sterling*

8. **Collective Bargaining Agreement:** Are the employee organization and the employer currently parties to a collective bargaining agreement?  Yes  No

If yes, state expiration date: (1) of agreement 12/31/2005 (2) of extension \_\_\_\_\_ (if any)

Are negotiations for a REOPENER of the collective bargaining agreement?  Yes  No

If yes, designate: (1) date on which negotiation period ends: \_\_\_\_\_

(2) section of re-opener provision: \_\_\_\_\_ (attach copy of provision)

9. **Mutually agreed upon Dispute Settlement Procedure:** Have the parties adopted a mutually agreed upon negotiations dispute settlement procedure that supersedes or deviates from the statutory procedures set forth in Ohio Revised Code Section 4117.14? (Note: Grievance procedures are not negotiations dispute settlement procedures.)

Yes  No

(a) If there is a negotiations dispute settlement procedure in the bargaining agreement, designate section: \_\_\_\_\_

(b) Attach a copy of the procedure.

**DECLARATION**

I declare that I have read the contents of this Notice to Negotiate and that the statements it contains are true and correct to the best of my knowledge and belief. If this notice involves negotiations for a successor agreement rather than an initial agreement, an exact copy of the current collective bargaining agreement (check one):

is attached

is on file with SERB

To distinguish originals, please do not use black ink for signatures.

*Tara M Crawford*  
Signature of Person Attesting to Content of Form

10/4/05  
Date

Tara M. Crawford  
Print or Type Name

**THIS NOTICE TO NEGOTIATE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT FULLY COMPLETED AND SIGNED BY A REPRESENTATIVE OF THE INITIATING PARTY.**

**PROOF OF SERVICE**

I certify that an exact copy of the foregoing Notice to Negotiate has been sent or delivered to:

Ms. Bobbi Moore, Mayor, City of Urbana, P.O. Box 747, 205 South Main Street, Urbana, Ohio  
(Name and complete address of other party to negotiations)

43078

By  Regular U.S. Mail  Certified U.S. Mail  Hand Delivery  Other \_\_\_\_\_

this 4th (day) of October (month), 2005 (year).

*Tara M Crawford*  
Signature of Person Attesting to Service of Form

Tara M. Crawford  
Print or Type Name

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

RECEIVED

DEC 1 1987

Asst

In the Matter of  
Fraternal Order of Police, Ohio Labor Council Inc.,  
Employee Organization,  
Public Employees of Ohio, Teamsters Local 450,  
Employee Organization,  
and  
City of Urbana,  
Employer.

CASE NUMBER: 87-REP-6-0174

CERTIFICATION OF ELECTION RESULTS AND OF EXCLUSIVE REPRESENTATIVE

Before Chairman Day, Vice Chairman Sheehan, and Board Member Latané;  
December 3, 1987.

Pursuant to Ohio Revised Code Section 4117.07(C), the Board conducted a secret ballot election on October 26, 1987, for employees of City of Urbana (Employer) in this appropriate unit:

Included: Patrol Officers.

Excluded: Chief, Sergeants and above, Dispatchers and all other employees.

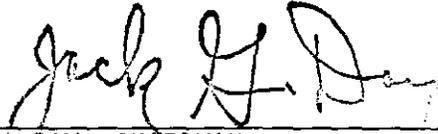
The results of the election are: Nine (9) votes were cast, seven (7) votes were for the Fraternal Order of Police, Ohio Labor Council, Inc. and zero (0) votes were for the Public Employees of Ohio, Teamsters Local 450, and two (2) votes for "no representative."

The Fraternal Order of Police, Ohio Labor Council, Inc. has received a majority of the votes cast and is certified as the exclusive representative of all employees in the unit.

CERTIFICATION OF ELECTION  
CASE NO. 87-REP-6-0174  
DECEMBER 3, 1987  
PAGE 2 of 2

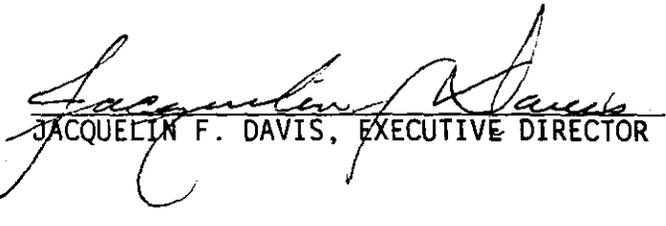
It is so directed.

DAY, Chairman; SHEEHAN, Vice Chairman; and LATANE, Board Member, concur.



JACK G. DAY, CHAIRMAN

I certify that this document was filed and a copy served upon each party  
on this 10<sup>th</sup> day of December, 1987.



JACQUELIN F. DAVIS, EXECUTIVE DIRECTOR

NES:vmc/1927o:g1-59r

# SERB

"An Equal Opportunity Employer  
and Service Provider"

State  
Employment  
Relations  
Board



65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213  
Phone 614.644.8573  
Fax 614.466.3074  
[www.serb.state.oh.us](http://www.serb.state.oh.us)

Carol Nolan Drake, J.D., Chairman  
Karen L. Gillmor, Ph.D., Vice Chairman  
Michael G. Verich, J.D., Board Member

Bob Taft, Governor

Craig Mayton, Executive Director

October 14, 2005

Catherine A. Brockman  
222 East Town Street  
Columbus, OH 43215

The Honorable Bobbie Moore  
City of Urbana  
205 South Main Street  
PO Box 747  
Urbana, OH 43078

RE: Case No. 05-MED-10-1104  
Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol Officers) and City of Urbana

Dear Ms. Brockman and Mayor Moore:

The referenced case number has been assigned to the Notice to Negotiate filed by the UNION. A negotiation period of 60 days has been established based upon the information on the Notice to Negotiate. In review of the Notice to Negotiate, we understand that the parties do not have a mutually agreed dispute settlement procedure to resolve any impasses in current negotiations and that the statutory dispute settlement procedure is to apply.

As the principal representatives, you will receive all correspondence and telephone calls from the Bureau of Mediation. To change representatives, a Notice of Appearance must be served upon the other party and filed with our office. Please contact us if you need a copy of the Notice of Appearance form.

The reference case number must be listed on any correspondence sent to our office involving the Notice to Negotiate or the statutory dispute settlement procedure.

Please notify us when you reach a tentative agreement and when both parties have ratified the agreement.

Sincerely,

Dale A. Zimmer  
Administrator, Bureau of Mediation  
DAZ:mer



State of Ohio  
 State Employment Relations Board  
 65 East State Street, 12<sup>th</sup> Floor  
 Columbus, Ohio 43215-4213  
 (614) 644-8573

<http://www.serb.state.oh.us/noticeof1.htm>

STATE EMPLOYMENT  
 RELATIONS BOARD

Case No.

05-MED-10-1104

2005 OCT 27 P 12: 15

**NOTICE OF APPEARANCE**

**TO ALL REPRESENTATIVES – INCLUDING PARTIES REPRESENTING THEMSELVES.** The Notice of Appearance must be completed. File *one signed original and one copy* with the State Employment Relations Board at the above address and serve *one copy* on the other party(ies) in this matter. **ANY SUBSTITUTION OF REPRESENTATIVES REQUIRES A NEW FILING OF THIS FORM.**

In the Matter of Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol Officers)

And/v. City of Urbana

During the processing of this matter, City of Urbana

(Name of party to be represented)

will be represented by the following person:

David S. Blaugrund

Attorney

(Name)

(Title, if applicable)

Blaugrund, Herbert & Martin, Incorporated

(Firm, if applicable)

5455 Rings Road, Suite 500

(Address)

Dublin, Ohio 43017

(City, State, Zip)

( 614 ) 764-0681

(Telephone)

( 614 ) 764-0774

(Fax)

**THIS NOTICE OF APPEARANCE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT FULLY COMPLETED AND BEARS AN ORIGINAL SIGNATURE.**

**PROOF OF SERVICE**

To distinguish originals, please do not use black ink for signatures.

I certify that an exact copy of the foregoing Notice of Appearance has been sent or delivered to:

Catherine A. Brockman, Fraternal Order of Police, 222 East Town Street, Columbus, Ohio 43215

(Name and complete address of other party(ies) to action)

By  Regular U.S. Mail     Certified U.S. Mail     Hand Delivery     Other \_\_\_\_\_

this 26<sup>th</sup> (day) of October (month), 2005 (year).

*David S. Blaugrund / cus*  
 Signature of Person Attesting to Service of Form

David S. Blaugrund  
 Print or Type Name

# Blaugrund, Herbert & Martin

I N C O R P O R A T E D

## Attorneys and Counselors at Law

David S. Blaugrund  
Christopher T. Cline  
Maryellen Corna  
Jonathan M. Gabel  
John W. Herbert  
David S. Kessler  
Fazeel S. Khan  
Steven A. Martin  
Sharon L. R. Miller  
Marc E. Myers

5455 Rings Road, Suite 500, Dublin, Ohio 43017  
Phone: 614/764-0681 Fax: 614/764-0774

www.bhmlaw.com

Stephen P. Postalakis  
Teri G. Rasmussen  
Geoffrey P. Scott  
Bobbie J. Stonerock  
Carole D. Weiss

Of Counsel

Bret A. Adams  
David W. Babner  
Francis A. Kovacs, Jr.

October 25, 2005

Clerk's Office  
State of Ohio  
Statement Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

RE: City of Urbana, Ohio and Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol Officers)  
Case No. 05-MED-10-1104

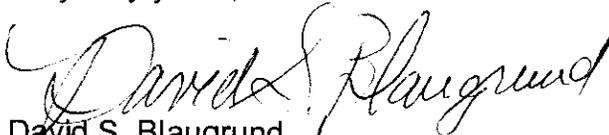
2005 OCT 27 P 12: 55  
STATE EMPLOYMENT  
RELATIONS BOARD

Dear Clerk:

Enclosed are the original and two (2) copies of a Notice of Appearance which we have prepared for filing with your office in the above-captioned matter. Once you have filed these documents, please return a time-stamped copy to us in the enclosed self-addressed, postage prepaid envelope.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,

  
David S. Blaugrund  
*cas*

cms  
Enclosures

cc w/Enc: Catherine A. Brockman  
Pat Richards, Director of Administration, City of Urbana



CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Request for Fact-finding was sent by Regular U.S. mail to Mr. David S. Blaugrund, Blaugrund, Herbert & Martin, Inc., 5455 Rings Road, Suite 500, Dublin, Ohio 43017 this 7<sup>th</sup> day of November, 2005.



Tara M. Crawford

Paralegal



WWW.FOPOHIO.ORG

# Fraternal Order of Police,

## Ohio Labor Council, Inc.

**MAIN OFFICE:**  
222 East Town Street  
Columbus, OH 43215-4611  
(614) 224-5700  
1-800-FOP-OLCI  
Fax: (614) 224-5775

**NORTHEAST OFFICE:**  
2721 Manchester Road  
Akron, OH 44319-1020  
(330) 753-7080  
1-888-FOP-OLCI  
Fax: (330) 753-8955

**SOUTHWEST OFFICE**  
5752 Cheviot Road, Suite D  
Cincinnati, OH 45247-7008  
(513) 923-4555  
1-877-FOP-OLCI  
Fax: (513) 923-9561

November 7, 2005

### HAND DELIVERED

STATE EMPLOYMENT  
RELATIONS BOARD  
2005 NOV - 7 P 12:26

Mr. Dale Zimmer  
Administrator, Bureau of Mediation  
State Employment Relations Board  
65 East State Street, 12th floor  
Columbus, Ohio 43215

Re: Case No(s): 05-MED-10-1104 (Patrol Officers)  
Fraternal Order of Police, Ohio Labor Council, Inc.  
and City of Urbana

Dear Mr. Zimmer:

The Fraternal Order of Police, Ohio Labor Council, Inc. hereby requests that a mediator be appointed for the above-reference case(s). The parties have reached impasse.

Thank you for your attention to this matter.

Sincerely,

*Catherine A. Brockman*  
Catherine A. Brockman  
Assistant Executive Director

cc: Mr. David S. Blaugrund  
Blaugrund, Herbert & Martin, Inc.  
5455 Rings Road, Suite 500  
Dublin, Ohio 43017

# SERB

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Carol Nolan Drake, J.D., Chairman  
Karen L. Gillmor, Ph.D., Vice Chairman  
Michael G. Verich, J.D., Board Member

Bob Taft, Governor

Craig Mayton, Executive Director

November 14, 2005

Catherine A. Brockman  
222 East Town Street  
Columbus, OH 43215

David S. Blaugrund  
Blaugrund, Herbert & Martin Incorporated  
5455 Rings Road, Suite 500  
Dublin, OH 43017

RE: Case No(s).05-MED-10-1104  
Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol Officers) and City of Urbana

Dear Ms. Brockman and Mr. Blaugrund:

Based upon a notice of impasse filed by one of the parties in this case and in compliance with Ohio Revised Code Section 4117.9-04(A), the State Employment Relations Board appoints a mediator to assist the parties in the collective bargaining process.

Ed Turner, (614) 644-8716, has been appointed by the Board to provide mediation services. This appointment may be subject to change if warranted by SERB's scheduling needs.

Please note that under Ohio Revised Code Section 4117.14(A)(3)(b) and Ohio Administrative Rule 4117-9-04(D), mediation may continue throughout the dispute settlement procedure. If the parties do not need the service of a mediator at this time, the mediator will remain available until notified by one of the parties that mediation is desired.

**NOTICE: Appointment and cost of fact-finding panels for collective bargaining (O.R.C. 4117.14)**

The bill specifies that either party to a collective bargaining agreement under the Public Employees Collective Bargaining Law (O.R.C. Chapter 4117.) may request a fact-finding panel any time after a mediator is appointed, and requires the State Employment Relations Board to appoint a panel within 15 days after receiving such a request.

Additionally, the bill requires the parties to share the cost of the fact-finding panel in a manner agreed to by the parties instead of requiring the state to pay half the cost and each party to pay one quarter of the cost.

Please contact the Bureau of Mediation at (614) 644-8716 if you have questions concerning the statutory dispute settlement procedure.

Sincerely,

J. Russell Keith  
Acting Administrator, Bureau of Mediation  
JRK/mer

# SERB

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Carol Nolan Drake, J.D., Chairman  
Karen L. Gillmor, Ph.D., Vice Chairman  
Michael G. Verich, J.D., Board Member

Bob Taft, Governor

Craig Mayton, Executive Director

November 14, 2005

Catherine A. Brockman  
222 East Town Street  
Columbus OH 43215

David S. Blaugrund  
Blaugrund, Herbert & Martin Incorporated  
5455 Rings Road, Suite 500  
Dublin OH 43017

RE: Case No(s). 05-MED-10-1104  
Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol Officers) and City of Urbana

Dear Ms. Brockman and Mr. Blaugrund:

Based upon the request of one of the parties and in accordance with Ohio Revised Code Section 4117.14, the parties are to mutually select a fact-finding panel at this time. We are providing you with the names and biographies of five potential members of the fact-finding panel. These individuals are: Robert Brookins, Sarah Cole, John P. Downs, Sandra M. Furman, and Ann C. Wendt.

By 11/21/2005, the parties must make their mutual selection(s), and notify the SERB so we may take the necessary steps to appoint the fact finder(s). (See enclosed Fact-finding Selection Guidelines.) In addition to submitting your written selection(s), we also ask you to call us with your mutual selection(s) in order to expedite the appointment process.

Please note that the neutrals may charge a maximum per diem of \$550.00 for fact-finding services. Each neutral has designated a specific per diem that may be less than or equal to the maximum. The designated rate is listed on the neutral's biography sheet. The parties are obligated to share the costs of fact finding. Effective with appointments on or after June 27, 2003, the State Employment Relations Board is no longer authorized to pay 50% of the costs of fact-finding. See Ohio Revised Code Section 4117.14(C)(5) as amended in Amended Substitute House Bill 95.

If we do not receive a written response postmarked or delivered by 11/21/2005, the SERB will appoint a fact finder at its discretion in compliance with Ohio Administrative Code Rule 4117-9-05(E).

Please contact the Bureau of Mediation at (614) 644-8716 if you have questions concerning the fact-finding process.

Sincerely,

J. Russell Keith  
Acting Administrator, Bureau of Mediation  
JRK:mer  
Enclosures



# Fraternal Order of Police,

## Ohio Labor Council, Inc.

**MAIN OFFICE:**  
222 East Town Street  
Columbus, OH 43215-4611  
(614) 224-5700  
1-800-FOP-OLCI  
Fax: (614) 224-5775

**NORTHEAST OFFICE:**  
2721 Manchester Road  
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(330) 753-7080  
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Fax: (330) 753-8955

**SOUTHWEST OFFICE**  
5752 Cheviot Road, Suite D  
Cincinnati, OH 45247-7008  
(513) 923-4555  
1-877-FOP-OLCI  
Fax: (513) 923-9561

**HAND DELIVERED**

November 14, 2005

STATE EMPLOYMENT  
RELATIONS BOARD  
2005 NOV 14 P 3:02

Mr. Dale Zimmer  
Administrator, Bureau of Mediation  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup> floor  
Columbus, Ohio 43215

Re: Case No(s): 05-MED-10-1104 (Patrol Officers)  
Fraternal Order of Police, Ohio Labor Council, Inc.  
and City of Urbana

Dear Mr. Zimmer,

The parties in the above-referenced case(s) have mutually agreed to extend the statutory timelines for factfinding until January 25, 2006. (See Attached).

Sincerely,

Catherine A. Brockman  
Executive Director

cc: Mr. David S. Blaugrund  
Mr. Dennis Sterling



11/10/05 09:25 FAX 614 764 0774  
11/09/2005 18:48 FAX 7026188860

BHAM INCORPORATED  
BLAUGRUND

003/004  
003

11/09/05 14:07 FAX 14194620821

FOP/OLC

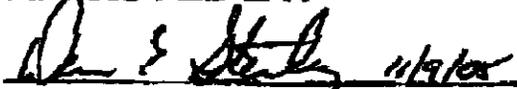
03



# EXTENSION AGREEMENT

The parties hereby agree to extend the date for the Factfinding report to January 25, 2006. The parties waive the provisions of 4117.14(G)(11) in regard to all matters of compensation or with cost implications which may be awarded by a conciliator in accordance with Chapter 4117 O.R.C. and agree that the conciliator may award wage increases or other matters with cost implications to be retroactive to January 1, 2006.

APPROVED BY:

 11/9/05

F.O.P., Ohio Labor Council, Inc.  
Representative

 11-10-05

for Legislative Body of Urbana

Urbana Police Officers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



WWW.FOPOHIO.ORG

# Fraternal Order of Police,

## Ohio Labor Council, Inc.

**MAIN OFFICE:**  
222 East Town Street  
Columbus, OH 43215-4611  
(614) 224-5700  
1-800-FOP-OLCI  
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Fax: (513) 923-9561

### HAND DELIVERED

November 18, 2005

Mr. Dale Zimmer  
Administrator, Bureau of Mediation  
State Employment Relations Board  
65 East State Street, 12th floor  
Columbus, Ohio 43215

Re: Case No(s). 05-MED-10-1104 & 05-MED-10-1105  
Fraternal Order of Police, Ohio Labor Council, Inc.  
and City of Urbana

STATE EMPLOYMENT  
RELATIONS BOARD  
2005 NOV 18 P 3:49

Dear Mr. Zimmer:

The parties have agreed to engage in multi-unit bargaining in the above-referenced cases. The parties have mutually agreed to select *Sandra M. Furman* to serve as the factfinder.

Thank you for your time.

Sincerely,

Catherine A. Brockman  
Executive Director

cc: David S. Blaugrund  
Blaugrund, Herbert & Martin, Inc.  
5455 Rings Road, Suite 500  
Dublin, Ohio 43017

# SERB

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Karen L. Gillmor, Ph.D., Vice Chairman  
Michael G. Verich, J.D., Board Member

Bob Taft, Governor

Craig Mayton, Executive Director

November 22, 2005

Catherine A. Brockman  
222 East Town Street  
Columbus, OH 43215

David S. Blaugrund  
Blaugrund, Herbert & Martin, Inc.  
5455 Rings Road, Suite 500  
Dublin, OH 43017

RE: Case No(s). 05-MED-10-1104  
Fraternal Order of Police, Ohio Labor Council, Inc. and City of Urbana

Dear Ms. Brockman and Mr. Blaugrund:

In compliance with Ohio Revised Code Section 4117.14(C)(3), the State Employment Relations Board appoints Sandra M. Furman as fact finder in this matter, effective immediately. The fact finder is required to conduct a hearing and serve the parties with a written report of findings of fact and recommendations no later than the mutually agreed date to be established by the parties as provided under Ohio Administrative Code Rule 4117-9-05(G).

No later than the day prior to the hearing, each party must provide its position statement to the fact finder and to the other party or the party will be restricted in presenting evidence at the hearing. (See enclosed Fact-finding Hearing and Report Guidelines.)

The parties must conduct an election to accept or reject the report within seven (7) days of its issuance. Failure to meet the timelines of conducting the vote or reporting the vote in accordance with Ohio Administrative Code Rule 4117-9-05(M) and (N) will result in the fact finder's recommendations being deemed accepted. A fact-finding vote certification form is enclosed which you should use to assure submission of all required information.

Sincerely,

A handwritten signature in cursive script that reads "J. Russell Keith".

J. Russell Keith  
Acting Administrator, Bureau of Mediation

JRK:mer  
Enclosures



# Blaugrund, Herbert & Martin

I N C O R P O R A T E D

## Attorneys and Counselors at Law

David S. Blaugrund  
Christopher T. Cline  
Maryellen Corna  
Jonathan M. Gabel  
John W. Herbert  
David S. Kessler  
Fazeel S. Khan  
Steven A. Martin  
Sharon L. R. Miller  
Marc E. Myers

5455 Rings Road, Suite 500, Dublin, Ohio 43017  
Phone: 614/764-0681 Fax: 614/764-0774

www.bhmlaw.com

Stephen P. Postalakis  
Teri G. Rasmussen  
Geoffrey P. Scott  
Bobbie J. Stonerock  
Carole D. Weiss

Of Counsel

Bret A. Adams  
David W. Babner  
Francis A. Kovacs, Jr.

December 1, 2005

Dale Zimmer  
Administrator, Bureau of Mediation  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2005 DEC - 2 A 11: 38

RE: City of Urbana and Fraternal Order of Police, Ohio Labor Council, Inc.  
SERB Case No. Case Nos. 05-MED-10-1104 & 05-MED-10-1105

Dear Mr. Zimmer:

I am writing to clarify a matter addressed in Catherine A. Brockman's November 18, 2005 letter to you addressing the cases referenced above. Ms. Brockman's letter accurately reports that the City and Union have selected Sandra M. Furman to serve as Fact Finder in these cases. I would like to note that the parties have *not* engaged in "multi-unit bargaining" with these bargaining units (a police patrol officer unit and a police sergeant unit) and have not agreed to address both units in a single fact-finding hearing. Rather, the parties agreed that the parties would hold separate hearings for the two units, with the hearings being held "back-to-back," with Ms. Furman serving as Fact Finder for both hearings.

Please contact me if you have any questions or comments regarding this matter.

Very truly yours,

David S. Blaugrund

cms

cc Catherine A. Brockman, Executive Director, FOP/OLC, Inc.

Before the State Employment Relations Board, State of  
Ohio

2005 FEB 10 A 10: 53

STATE EMPLOYMENT  
RELATIONS BOARD  
2005 FEB 10 A 10: 53

**In the matter of**

City of Urbana,  
Employer

And

FOP/OLC., Inc.  
Union

Case. No. 05-MED-10-1104

Sandra Mendel Furman, Fact  
finder

**FACTFINDER'S REPORT**

**Procedural Matters**

The fact finder was notified by the Employer's representative of her appointment. SERB confirmed the appointment by letter dated November 22, 2005. The matter was scheduled for hearing on January 23, 2006. Pre hearing statements were received by the fact finder and served by each party upon the opposing party prior to the hearing. There has been substantial compliance with OAC rule 4117-9-05(F).

The hearing was held on January 23, 2006 at the City Building. Present for the Employer was David Blaugrund Esq. representative, Pat Wagner, Chief of Police and Finance Director Dale Miller. The Union was represented by Dennis Sterling, FOP/OLC staff representative, and four members of the bargaining committee: Ed Bukrhammer, Carl Bader, and Josh Jacobs.

The report is submitted at the date stipulated by the parties.

**Factual Background**

The parties had engaged in multiple bargaining sessions for a successor agreement prior to appointment of the fact finder. At the date of hearing, there were five issues left for determination by the fact finder: wage scale; fitness testing; drug and alcohol testing; overtime/ compensatory time usage; educational incentive plan. Mediation sessions conducted by the fact finder resulted in settlement of all of the issues. The parties drafted language in accordance with the settlement reached at the hearing.

**Recommendation**

**The fact finder recommends that the attached Exhibit A be approved by the parties pursuant to statute.**

Respectfully submitted,

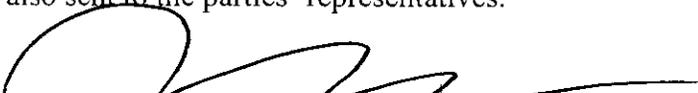


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Sandra Mendel Furman, Esq.  
One Easton Oval Suite 500  
Columbus, Ohio 43219  
(614) 416-5611 phone  
(614) 416-5770 fax

**Certificate of Service**

An original and true copies of the Fact finder Report were sent by ordinary US mail on the State Employment Relations Board, 65 East State Street, 12<sup>th</sup> floor, Columbus, Ohio 43215; on David S. Blaugrund, 5455 Rings Road Suite 500, Dublin, Ohio 43017 and Dennis Sterling, 222 East Town Street, Columbus, Ohio 43215. An electronic copy was also sent to the parties' representatives.



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Sandra Mendel Furman, Esq.

**Appendix A  
Patrol Officer Wages**

Years of Service	Annually		
	2006	2007	2008
	(3.25%)	(3.25%)	(3.25%)
0-1	\$33,357.89	\$34,442.02	\$35,561.39
After1	\$37,213.35	\$38,442.78	\$39,671.52
After2	\$42,573.63	\$43,957.27	\$45,385.88
After3	\$44,702.31	\$46,155.14	\$47,655.18
After5	\$46,803.32	\$48,324.43	\$49,894.97

A6 through A15 are wages for bargaining unit members that have more than five (5) years of service with the Employer. A6 is at year 6, A7 at year 7, up to A15 at year 15 and over.

	2006	2007	2008
A6	\$47,271.35	\$48,807.67	\$50,393.92
A7	\$47,744.07	\$49,295.75	\$50,897.86
A8	\$48,221.51	\$49,788.71	\$51,406.84
A9	\$48,703.72	\$50,286.59	\$51,920.90
A10	\$49,190.76	\$50,789.46	\$52,440.12
A11	\$49,682.67	\$51,297.36	\$52,964.52
A12	\$50,179.49	\$51,810.32	\$53,494.16
A13	\$50,681.28	\$52,328.42	\$54,029.10
A14	\$51,188.10	\$52,851.71	\$54,569.39
A15	\$51,699.98	\$53,380.23	\$55,115.09

## ARTICLE 22

### OVERTIME

**Section 22.1** Definition- Any time worked in excess of eight hours per day and any time in excess of forty hours per week shall be considered overtime. Patrolmen of the Division of Police shall be compensated for overtime worked by payment at the rate of one and one-half times the employee's hourly rate of pay for each hour of overtime worked.

**Section 22.2** Work day/Week- for the purpose of overtime compensation, a work day is defined as the 24-hour period between 2200 and 2159 hours. For scheduling purposes, the day will be the one that most of the hours worked occurs on. (For example, if you come to work on December 31<sup>st</sup> at 2200 hours and end your shift at 0600 hours, the schedule should show that you worked all eight hours on January 1<sup>st</sup>.) A work week is defined as a seven-day period from 2200 hours Saturday through 2159 hours Saturday inclusive.

**Section 22.3** Court Appearance- whenever an off duty officer is requested to appear in any court of record, administrative hearing, or to appear before a Prosecutor or City Law Director for a pre-trial conference, the officer shall receive a minimum of two (2) hours for each such appearance.

This section shall exclude grievance hearings or Civil Service hearings.

**Section 22.4** Employees seeking overtime payment for attendance at courts of record or administrative hearings shall collect witness fees when possible and shall remit such fees to the City. When such witness fees include mileage fees for travel, that portion of the fee, which is paid for travel, shall be returned to the employee by the Finance Department. Payment for overtime spent in court appearance shall be limited to the time actually spent in attendance at the court or hearing, subject to the two (2) hour minimum.

**Section 22.5** Claim Form- A patrolman claiming overtime payment shall submit the claim on an overtime form provided by the Chief of Police. This form shall be filled out completely, including the employee's name, unit number, assignment, hours of work, time overtime began and ended, reason for overtime, and the approval of the employee's supervisor or commanding officer. When the claim form is submitted to claim court overtime, it shall include the name of the defendant, type of hearing and the charge.

**Section 22.6** Computation- Overtime shall be computed to the nearest fifteen minutes.

**Section 22.7** Departmental Meetings- Compensation will be provided for divisional meetings called by the Chief of Police for a minimum of two (2) hours overtime if not during shift.

**Section 22.8** Compensatory time- If a patrolman elects to take compensatory time in lieu of overtime pay for any overtime worked, such compensatory time may be granted by the Chief of Police, on an hour and one-half (1 ½) per hour worked basis at a time mutually convenient to the employee and the Chief of Police, within twelve (12) months after the overtime was worked. Compensatory time accrued shall be limited to one hundred-twenty (120) hours. Accrued compensatory time not used within twelve (12) months after being earned shall be compensated at the employee's rate at the time paid. Overtime pay (time and one-half) shall not be compounded on compensatory time accumulated at a rate of one and one-half (1 ½) hours per hour worked.

**Section 22.9** Call In Pay- When called in for overtime work, the overtime shall not be less than three (3) hours of overtime at the rate of time and one-half. If the employee's presence is no longer required during the original three (3) hour period, the employee may be allowed to return to standby for the remainder of the three (3) hour period. Call-in pay does not apply to court appearances, where an employee is held over from his shift or is to report early for duty, nor in cases described in Article 13.

An employee who has been called in for unscheduled work, then is released from that work and later accepts another recall before the original three (3) unscheduled work hours have expired, shall be paid for only a single, three (3) hour overtime "call-in" payment, or for actual overtime worked, whichever is more. In no event shall an employee become entitled to more than a single, three (3) hour minimum call-in payment for reporting to work during those three (3) hours of unscheduled time, even if the employee reports more than once during that time.

Employees who are called-in for unscheduled work, are released from that work and later fail to respond to a subsequent call-in within the same three (3) hour period will relinquish their right to the guaranteed three (3) hour minimum call-in pay for their initial call-in during that period. Such employees will receive compensation only for their actual time worked during the three (3) hour period, at the overtime rate of compensation.

An employee called in to work before the start of a regularly scheduled work shift is not entitled to the aforementioned three (3) hour minimum call-in pay if the period of work abuts the shift. An employee held over from a regularly scheduled shift will not be deemed to have been "called-in" and is not entitled to the aforementioned three (3) hour minimum call-in pay. Employees may be entitled to overtime payment for time actually worked in these circumstances.

## ARTICLE 26

### EDUCATIONAL INCENTIVE PLAN

**Section 26.1** In keeping with the City's policy of encouraging the professional improvement of its police personnel, the City shall provide an educational incentive pay plan for the sworn members of the Police Division above the probationary grade for the degrees related to law enforcement as deemed by the Director of Administration.

**Section 26.2** Each permanently appointed sworn member of the Police Division shall receive, in addition to his authorized pay range classification and in accordance with the following rules, regulations and schedule, an amount as set forth below.

**Section 26.3** An employee who receives the Associate's degree shall receive 3% additional pay after providing the employer with a copy of the degree, to be payable beginning with the next complete pay period thereafter.

**Section 26.4** An employee who receives the Bachelor's degree shall receive 6% additional pay after providing the employer with a copy of that degree, to be payable beginning with the next complete pay period thereafter.

**Section 26.5** The Director of Administration may establish regulations whereby an employee pursuing a degree related to law enforcement at an accredited institution may receive a tuition loan from the city. The Director may establish criteria for loan repayment, should the employee fail to complete a degree or leave the City employment prior to repayment.

**Section 26.6** Notwithstanding any other provision of Article 26, the provisions addressed in this Article, are not available to, and the City has no obligation to provide the benefits to individuals who commence work for the Urbana Police Division on or after January 1, 2003.

## ARTICLE 28

### DRUG AND ALCOHOL POLICY

**Section 28.1.** Prohibition. Subject to the exception noted below in Section 28.7, employees are prohibited from possessing, using or being under the influence of alcohol or controlled substances during working hours. Employees who violate this prohibition are subject to discipline, up to and including termination.

**Section 28.2.** Testing. The City may subject applicants or employees to pre-employment, post-accident, post-injury, probable cause, random, return-to-duty and follow-up testing for alcohol or controlled substances. Employees having positive test results are deemed to violate Section 28.1's prohibition(s).

Probable cause testing is warranted when a supervisor has a probable cause for suspecting that the employee is under the influence of alcohol or a controlled substance during working hours. A supervisor who will be called upon to make a probable cause determination must be trained in the facts, circumstances, physical evidence, physical signs and symptoms, or patterns of performance and/or behavior that are associated with use. Such supervisors will receive 60 minutes of training on the signs and symptoms of drug abuse, and an additional 60 minutes of training on signs and symptoms of alcohol misuse. The supervisor who makes the actual observation does not have to be the employee's direct supervisor, but can be any City employee having supervisory or managerial responsibilities over the bargaining unit and who has received the aforementioned reasonable suspicion training.

The City reserves the right to administer random drug and/or alcohol testing to bargaining unit members. All testing will be done in accordance with the provisions set forth in Section 28.6 and other relevant provisions of this Article.

Random Alcohol: The number of tests to be performed annually will not exceed 25% of applicable city employees.

Random drug: The number of tests to be performed annually will not exceed 50% of applicable city employees.

**Section 28.3.** Where an employee has been ordered to undergo probable cause testing, post-injury testing, or post-accident testing, he shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the employee shall be returned to assigned duties, if the employee is otherwise able to perform his job duties.

**Section 28.4.** An employee's refusal or failure, when ordered, to timely submit to testing permitted under this article will result in the employee being deemed to have failed such test and may subject the employee to discipline, up to and including discharge. By taking a test, an employee does not waive any objections or challenge

he or she may possess. Within twenty-four (24) hours of the time the employee is ordered to submit to a test, the City shall provide the employee with a written notice setting forth the information and observations which form the basis of the order. A written explanation of the probable cause shall be given to the employee prior to the administration of the test. The employee shall be given time to contact a labor or Union representative.

**Section 28.5. CDL Holders.** In the event that any bargaining unit employee performs job duties for which the employee is required to possess a Commercial Drivers License, federal law subjects the employee to mandatory drug and alcohol testing procedures, including those specified in Federal Highway Administration regulations in 49 CFR Part 382. These regulations provide for pre-employment, post-accident, reasonable suspicion, random, return-to-duty and follow-up testing for alcohol or controlled substances. The City will carry out testing for controlled substances as required by applicable federal law in the case of CDL holders, or any other employees subject to mandatory federal drug testing requirements.

**Section 28.6. Testing Procedure.** The City reserves the right to use the services of an independent entity to perform drug and/or alcohol testing services for City employees. In the absence of an agreement to the contrary by the City and the Union, drug testing shall be performed using urinalysis and alcohol testing shall be performed using a blood test for non-CDL holders, and a Datamaster for CDL holders. Collection of samples shall be conducted in a manner that is consistent with Department of Health and Human Services (HHS) guidelines. The drug testing cutoff levels will be consistent with standards set by HHS. Urine specimens will be collected, stored and transported in a manner consistent with HHS guidelines. The collection of blood and breath samples will be conducted in a manner consistent with HHS guidelines, if applicable. The City or any third party vendor performing testing on behalf of the City will follow all HHS guidelines for the chain of custody paperwork. If the chain of custody is broken for any sample, then that test shall be considered a canceled test and may not be used for any purpose.

#### Urinalysis for Drug Testing

All urine samples will be collected in a private and secure bathroom. All specimens will be packaged and sealed by the City or third party vendor(s) or designee(s), and the seal initialed by the employee to ensure that the specimen is not tampered with in any manner. All specimens will be packaged as split specimens, except for non-CDL pre-employment samples. Split sample tests will be available to the employee for independent analysis, at a HHS certified laboratory, if there is a positive test result. The standards used for drug testing shall be the HHS standards in effect at the time the test was administered. Specimens are to be tested for adulterants, creatinine and specific gravity values. An adulterated specimen is defined as a specimen that contains a substance not expected to be present in human urine, or contains a substance to be present but the concentration level is so high that is not consistent with human urine. A diluted specimen is defined as a specimen with creatinine and specific gravity values

that are lower than expected for human urine. A substituted specimen is defined as a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. When urine specimens are presented to the third party vendor or designee, which are not in an acceptable temperature range (90-100 °), another specimen will be observed and collected. Both specimens will be sent to the HHS certified laboratory for analysis.

When an employee does not supply a sufficient amount of urine the collector will instruct the employee to drink up to forty (40) ounces of fluid in a period not to exceed three (3) hours. In this situation the first specimen (if in the temperature range and the specimen does not appear to have been tampered) will be discarded. The testing laboratories will report a result as a negative if the result is below the cutoff concentration pursuant to HHS standards on the screening test (known as an immunoassay). If the result is above the cutoff concentration, then the laboratory will conduct a confirmation test (known as a gas chromatography/mass spectrometry-GCMS). If the result is above the guidelines, then the laboratories will report the result as positive. If the result is below the cutoff level, then the laboratory will report the result as negative.

#### Testing For Alcohol

Alcohol tests performed under this policy will be done with a blood test for non-CDL holders, and an evidential breath-testing device (EBT), otherwise known as a Datamaster, in the case of CDL holders. The alcohol test will be utilized first if an employee is to be tested for alcohol and drugs.

For non-CDL holders, a blood test result which indicates a .04% blood alcohol level will be considered a positive test. For CDL holders, a breath test will be required to determine if a person has an alcohol concentration of .02 or greater per 210 liters of breath. Any result of .0399 or less will be considered negative. Any result of .02 or greater will be confirmed by a second breath sample. For any sample that is between .02 and .0399, the CDL holder will be relieved of safety-sensitive duties for a 24-hour period. The CDL holder may utilize vacation or compensatory time to cover this absence, if non-safety sensitive duties are not available. Although the result will not be considered positive, the employee may be presumed to be impaired, based on the employee's pattern of behaviors, and may face disciplinary action. Any result of .04 or higher (on both the initial and confirmation tests) will be considered positive. Any employee who does not provide a sufficient amount of breath to permit a valid breath test will be instructed to attempt again to provide a sufficient sample. If the employee refuses to attempt to provide sufficient breath for the Datamaster device, then the test will discontinue and will be considered a refusal to test.

**Section 28.7. Prescription and Over the Counter Medications**. Employees may use legally-prescribed, controlled substances during work periods without violating Section 28.1 of this Agreement. Nevertheless, employees who use prescription or over-the-counter medication have an affirmative responsibility to consult with their physician

and/or pharmacist to determine whether such medication will interfere with the employee's ability to perform job functions safely and effectively. In the event that an employee's prescribed or over-the-counter medication interferes with, or is likely to interfere with, the employee's ability to perform job functions safely and effectively, the employee must consult with their Department head regarding the job impact of such medication usage. The City may require employees whose legally-prescribed medication interferes with their ability to safely or effectively perform their job functions to take a leave of absence until such time as the employee is able to perform their essential job functions in a safe and effective manner.

**Section 28.8. Rehabilitation.** In the event that an employee violates any provision of this Article, the City may direct the employee to participate in a substance abuse rehabilitation program or programs. The City may take this action in combination with, or in lieu of, disciplinary action. To the extent that the cost of participation in a rehabilitation program is not covered by the City's health insurance, those costs shall be borne by the employee.

## ARTICLE 32

### FITNESS STANDARDS

**Section 32.1** The Urbana Police Department shall administer an annual physical examination for each bargaining unit member annually in lieu of fitness testing. The physical examination shall be paid for by the City's health insurance and any additional costs that are not covered by the City's health insurance program shall be paid by the City. The physical examinations shall be similar to those provided to Urbana Fire Department employees that are administered by Fire Department policy.

02/09/2006 2:17 PM

The fact finder awards all other tentative agreements signed by both parties, and any non-opened articles to be included in this successor agreement. All issues shall be effective January 1, 2006.

**SANDRA MENDEL FURMAN**  
ONE EASTON OVAL SUITE 500  
COLUMBUS, OHIO 43219  
(614) 416-5611 TELEPHONE  
(614) 416-5770 FACSIMILE

STATE EMPLOYMENT  
RELATIONS BOARD

2006 FEB 10 A 10: 53

February 9, 2006

Mary Robertson  
Bureau of Mediation  
SERB  
12<sup>th</sup> floor 65 East State Street  
Columbus, Ohio 43215

Catherine Brockman  
222 East Town Street  
FOP/OLC  
Columbus, Ohio 43215

David Blaugrund  
5455 Rings Road Suite 500  
Dublin, Ohio 43017

Re: 05-MED-10-1104; 1105

Dear Parties:

Enclosed please find my decisions in the above referenced matters. I appreciated the opportunity to serve as fact finder.

Very truly yours,

  
Sandra Mendel Furman

Enc.

2005-MED-10-1104

SANDRA MENDEL FURMAN  
ONE EASTON OVAL SUITE 500  
COLUMBUS, OHIO 43219

Mary Robertson  
Bureau of Mediation  
SERB  
12<sup>th</sup> floor 65 East State Street  
Columbus, Ohio 43215





State of Ohio  
 State Employment Relations Board  
 65 East State Street, 12<sup>th</sup> Floor  
 Columbus, Ohio 43215-4213  
 (614) 644-8573

STATE EMPLOYMENT  
 RELATIONS BOARD

Mediation Case No.

05-MED-10-1104 (Patrol Officers)

<http://www.serb.state.oh.us/2000%20forms/MED/EOCOFFIND.pdf>

2006 FEB 14 P 2:02

**HAND DELIVERED**

**EMPLOYEE ORGANIZATION CERTIFICATION OF FACT-FINDING VOTE**

**INSTRUCTIONS:** A representative of the employee organization should use this form to certify the fact-finding vote of the employee organization. File *one original and one copy* of this form with the State Employment Relations Board at the above address and serve *one copy* on the employer.

**1. Name of Employee Organization:**  
 Fraternal Order of Police, Ohio Labor Council, Inc.

**2. Name of Employee Organization's Representative:**  
 Tara M. Crawford

**Address:** 222 East Town Street **Telephone:** (614) 224-5700

**City, State, Zip:** Columbus, Ohio 43215 **Fax:** (614) 224-5775

**3. Date and Time of Vote:** 2/13/06 @ 7:00am **4. Number of members of Employee Organization in bargaining unit eligible to vote:** 13

**5. Tally of Votes:**  
 Number of votes to approve: 9 Number of votes to reject: 1 Total votes cast: 10

**6. Name of Employer for bargaining unit(s):**  
 City of Urbana

**7. Location of Employer:** City: Urbana County: Champaign

**DECLARATION**

I declare that I have read the contents of this Employee Organization Certification of Fact-Finding Vote and that the statements it contains are true and correct to the best of my knowledge and belief

To distinguish originals, please do not use black ink for signatures.

*Tara M. Crawford* 2/14/06  
 Signature of Employee Organization's Representative Date

Tara M. Crawford  
 Print or Type Name

**THIS EMPLOYEE ORGANIZATION CERTIFICATION OF FACT-FINDING VOTE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT FULLY COMPLETED AND SIGNED BY A REPRESENTATIVE OF THE EMPLOYEE ORGANIZATION.**

**PROOF OF SERVICE**

I certify that an exact copy of the foregoing Employee Organization Certification of Fact-Finding Vote has been sent or delivered to:  
 Mr. David S. Blaugrund, Blaugrund, Herbert & Martin, Inc., 5455 Rings Road, Suite 500, Dublin,

(Name and complete address of representative of employer)

Ohio 43017

By  Regular U.S. Mail  Certified U.S. Mail  Hand Delivery  Other \_\_\_\_\_

this 14th (day) of February (month), 2006 (year).

*Tara M. Crawford* Tara M. Crawford  
 Signature of Person Attesting to Service of Form Print or Type Name

Pursuant to Ohio Administrative Code Rule 4117-9-05(M), failure to serve upon the Board and the Employer the required voting information within twenty-four hours of the expiration of the seven-day voting period shall constitute failure to reject the recommendations, and the recommendations shall be deemed accepted as the resolution of issues submitted to fact-finding. Oral notification to the Board or the Employer shall not constitute timely compliance with this rule.



State of Ohio  
 State Employment Relations Board  
 65 East State Street, 12<sup>th</sup> Floor  
 Columbus, Ohio 43215-4213  
 (614) 644-8573

<http://www.serb.state.oh.us/2000%20forms/MED/ECOFFV.PDF>

STATE EMPLOYMENT  
 RELATIONS BOARD

Mediation Case No.

05-MED-10-1104 (Officers)

2006 FEB 15 P 3:32

**HAND DELIVERED**

**EMPLOYER CERTIFICATION OF FACT-FINDING VOTE**

**INSTRUCTIONS:** A representative of the employer may use this form to certify the fact-finding vote of the employer. File *one original and one copy* of this form with the State Employment Relations Board at the above address and serve *one copy* on the employee organization.

**1. Name of Employer:**  
 City of Urbana

**2. Location of Employer:** City: Urbana County: Champaign

**3. Name of Employer's Representative:**  
 Jonathan M. Gabel, Attorney

Address: 5455 Rings Road Suite 500 Telephone: (614) 764-0681

City, State, Zip: Dublin, Ohio 43017 Fax: (614) 764-0774

**4. Date and Time of Vote:** 2-14-06 @ 8:30 p.m. **5. Number of members of Legislative Body:** 6

**6. Tally of Votes:**  
 Number of votes to approve: 6 Number of votes to reject: 0 Total votes cast: 6

**7. Name of Employee Organization representing the bargaining unit(s):**  
 Fraternal Order of Police, Ohio Labor Council, Inc.

**DECLARATION**

I declare that I have read the contents of this Employer Certification of Fact-Finding Vote and that the statements it contains are true and correct to the best of my knowledge and belief

To distinguish originals, please do not use black ink for signatures.

*Jonathan M. Gabel* 2-15-06  
 Signature of Employer's Representative Date  
 Jonathan M. Gabel

Print or Type Name

**THIS EMPLOYER CERTIFICATION OF FACT-FINDING VOTE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT FULLY COMPLETED AND SIGNED BY A REPRESENTATIVE OF THE EMPLOYER.**

**PROOF OF SERVICE**

I certify that an exact copy of the foregoing Employer Certification of Fact-Finding Vote has been sent or delivered to:  
 Catherine Brockman, 222 E. Town Street, Columbus, OH 43215

(Name and complete address of representative of the employee organization)

By  Regular U.S. Mail  Certified U.S. Mail  Hand Delivery  Other fax (614)224-5775

this 15th (day) of February (month), 2006 (year).

*Jonathan M. Gabel* Jonathan M. Gabel  
 Signature of Person Attesting to Service of Form Print or Type Name

Pursuant to Ohio Administrative Code Rule 4117-9-05(N), failure to serve upon the Board and the Employer the required voting information within twenty-four hours of the expiration of the seven-day voting period shall constitute failure to reject the recommendations, and the recommendations shall be deemed accepted as the resolution of issues submitted to fact-finding. Oral notification to the Board or the Employer shall not constitute timely compliance with this rule.

# SERB

"An Equal Opportunity Employer  
and Service Provider"

State  
Employment  
Relations  
Board



65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213  
Phone 614.644.8573  
Fax 614.466.3074  
[www.serb.state.oh.us](http://www.serb.state.oh.us)

Karen L. Gillmor, Ph.D., Vice Chairman  
Michael G. Verich, J.D., Board Member

Bob Taft, Governor

Craig R. Mayton, J.D., Executive Director

February 23, 2006

Tara M. Crawford  
222 East Town Street  
Columbus, OH 43215

Jonathan M. Gabel  
5455 Rings Road, Suite 500  
Dublin, OH 43017

RE: Case No(s). 05-MED-10-1104  
Fraternal Order of Police, Ohio Labor Council, Inc. and City of Urbana

Dear Ms. Crawford and Mr. Gabel:

After review of the certifications of fact-finding vote, we conclude that the parties have accepted the fact-finding report in accordance with Ohio Revised Code Section 4117.14(C)(6). The recommendations shall be deemed agreed upon as the final resolution of the issues submitted and a collective bargaining agreement shall be executed between the parties, including the fact-finding panel's recommendations, except as otherwise modified by the parties by mutual agreement.

Accordingly, we view the negotiations as settled and will begin closing the case file. A copy of your signed contract or reopener must be sent by the employer to the Research and Training section of the SERB at the above address, as required by Ohio Administrative Code Rule 4117-9-07.

Sincerely,

A handwritten signature in black ink, appearing to read "C.R. Mayton", is written over a large, stylized, looped graphic element.

Craig R. Mayton  
Executive Director/Administrator, Bureau of Mediation  
CRM:mer

Issued: February 9, 2006

cc: Sandra M. Furman  
Edward E. Turner

\*

STATE EMPLOYMENT  
RELATIONS BOARD

2006 MAR 24 P 3:48

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

**HAND DELIVERED**

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

}  
}  
}  
}  
}  
}  
}  
}

Case No(s): 05-MED-10-1104  
(Patrol Officers)

and,

CITY OF URBANA,  
EMPLOYER.

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Jonathan M. Gabel  
5455 Rings Road, Suite 500  
Dublin, Ohio 43017

2005-MED-10-1104

AGREEMENT BETWEEN

STATE EMPLOYMENT  
RELATIONS BOARD

2006 MAR 24 P 3:48

THE CITY OF URBANA

AND

**HAND DELIVERED**



THE FRATERNAL ORDER OF POLICE  
THE OHIO LABOR COUNCIL, INC.

PATROL OFFICERS  
JANUARY 1, 2006 – DECEMBER 31, 2008

# ARTICLE 1

## AGREEMENT/PURPOSE

**Section 1.1.** This contract sets forth the agreement between the City of Urbana hereinafter referred to as the "Employer" or the "City" and the F.O.P. Labor Council, Inc., hereinafter referred to as the "Union" which represents employees of the City of Urbana Police Division as specified herein. Specifically, the agreement addresses matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties as set forth in Ohio Revised Code 4117.

**Section 1.2.** 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 the 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.

# ARTICLE 2

## RECOGNITION

**Section 2.1.** The City recognizes the Union as the exclusive bargaining agent for all employees of the bargaining unit hereinafter described. The bargaining unit consists of all full-time employees in the position of patrolman as set forth in the certification issued by the State Employee Relations Board in Case No. 99-MED-10-0912 excluding all other employees. Except for disciplinary matters, probationary employees shall become members of the bargaining unit after thirty (30) days of employment.

**Section 2.2.** Members of the bargaining unit shall hereinafter be referred to as Employees. In the event that a new position is created within the Police Department, the City shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the Labor Council. If there is any dispute as to the City's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the City. If the parties still do not agree, the City shall implement its determination, subject to challenge by the Labor Council through the grievance and arbitration procedure.