



**Before the State Employment Relations Board,
State of Ohio**

STATE EMPLOYMENT
RELATIONS BOARD
2006 FEB 10 A 10:53

In the matter of

City of Urbana,
Employer

And

FOP/OLC., Inc.
Union

Case. No. 05-MED-10-1105

Sandra Mendel Furman, Fact
finder

FACT FINDER REPORT

Procedural Matters

The fact finder was notified by the Employer's representative of her appointment. SERB confirmed the appointment in a 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 Urbana 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 Sergeant John Purinton. (see footnote # 6 below). Mediation efforts were

unsuccessful in resolving the issues before the fact finder. Full presentations were made at the hearing by each party representative. Post hearing summaries were timely received. 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; and the educational incentive plan.

The City has multiple bargaining units represented by different unions. The three police department units are represented by the FOP. By the time of the hearing in the instant matter, all units had reached settlement and/or ratified their respective agreements. There was no multi unit bargaining. However, this fact finder also served as fact finder for the patrol officers, the same date as the current matter. The patrol unit settled its outstanding issues at the hearing after mediation.

Although the contract expired on December 31, 2005, the parties continued to follow the expired agreement. References herein to the current agreement relate back to the 2002-2005 agreement.

Issues submitted to Fact Finding

1. Wage Schedule

Union Proposal: The Union proposed a 3.5% pay increase across the board for the sergeants. In addition, it sought to expand and revise the step schedule. The changes resulted in a new step/longevity schedule with additional opportunities for in term increases based on service dates. (e.g. a one year step between years 10-20, and a reduction in the number of steps for less than ten years service)

The rationale/evidence for the proposed changes included comparability with cities of the same size +/- 1000; alignment with the patrol officers' salary schedule for steps; wage equity; and concerns that the incentive to accept promotion to sergeant would be adversely affected

absent the requested adjustments. The step alignment proposed by the Union also reflected the same number of steps used by the state retirement system for police-25 years. The Union wanted to distribute the additional .5% requested (above the City's proposed 3%) in order to fund the step realignments. Cost of the proposal was an additional \$6230.51, based on the Union's calculations.

City proposal: The City proposed elimination of the step increases/longevity scale. The City argued that the step system is cumbersome and impractical. Accordingly, it proposed rejection of the Union's proposed changes expanding the step increases. It claims the cost of expanding the step scale is excessive and not warranted. Its calculations show that the Union proposal will cost an extra \$48,955 exclusive of overtime and retirement contributions.

The City proposed 3% annual increases for the three year period of the contract. The 3% wage proposal was consistent with offers made to the other city units. The amount of increase kept the City competitive with cities of comparable size.¹ It is compatible with state wide figures published by SERB.

The City was not willing to re-adjust its wage scales to make the changes in the step and longevity schedule. It noted that sergeants regardless of the steps received more compensation than the patrol officers. It argued that to implement the Union's proposed schedule would result in an unacceptable cost to the City. The City did not argue ability to pay; it argued reasonableness and fairness. The City indicated that it was not willing to reward the Union for taking matters to fact finding by enhancing its original proposal of 3%-3%-3%.

Recommendation

The fact finder considered each and all of the statutory criteria. These were: past collectively bargained agreements; comparison with other employees doing comparable work;² public

¹ Although the parties picked a differing group for comparables, the end result was strikingly similar. Urbana appears to be in the mid range of wages.

² There were no factors cited by either side that distinguished Urbana from the other municipalities.

interest, ability to pay, and effects on standard of public service; the City's legal authority; and other customary and usual factors related to final offer settlement/ dispute resolution procedures.

The wage offer of 3% each year of the contract by the City was consistent with the offers made to the other units. However, the final settlement in all other units was 3.25%-3.25%-3.25%. The fact finder finds no persuasive reason for the sergeants to receive a different increase. The adjustment keeps Urbana in approximately the same relative position as other cities of similar population.

One argument presented by the Union merits attention. The sergeant's committee representative urged that the failure to adjust the step increases would result in parity between the sergeants and the patrol officers at the end of the 2006-2009 contract cycle. He pointed out that there is very little incentive to remain a sergeant or to apply for the position. It has increased responsibilities and therefore merits a higher pay adjustment, which is inherent in the additional steps. The City argued these factors are irrelevant.

Although it may be true that at the end of the next contract the wage differential between the two units is insignificant, parity, or even possibly less than a particular officer this is not a sufficient basis to address that *now* with a "bonus" over the other city units. There was no showing that the City has either a current problem with retention of sergeants, or any recruitment issues. The request for re-alignment of the salary step schedule is not recommended. The Union will likely have a more compelling argument during the next contract round of negotiations.

The current salary/step schedule provides for adjustments at set periods. Due to the small size and current longevity status of the unit's members, there are not yearly opportunities for step increases. This system has served the parties for several agreements; despite claims of inequity. It should continue for the 2006-2009 term.

There was no compelling reason to change the status quo and eliminate the step system either. To grant the City's request to eliminate step/longevity increases results in an undue hardship to the sergeants. There was no financial imperative for the proposal.

An annual increase of 3.25% for each year of the contract is recommended. The additional step adjustment requested by the sergeants is not recommended.

It is recommended there be no change in the current step/longevity schedule.

2. Overtime- Article 22.8-Compensatory time

Union Proposal: The Union seeks to leave current language unchanged.³ The current language provides for a cap on compensatory time at 80 hours. It must be used within twelve months of being earned.

City proposal: The City seeks uniformity among its various units. It has negotiated a calendar year limit on use of compensatory time with several of its other units. It argues that the system of compensatory time should be uniform in its application city wide. It creates an undue administrative burden to have to monitor a rolling year. No one is penalized by the change to the calendar year system; no one loses rights or money.

Once in fact finding, the City modified its position to acceptance of the current language.⁴

Recommendation

The City did not present a sufficiently compelling reason to change current contract language. Administrative ease and uniformity of administration is an insufficient counterbalance to the status quo. There appears to be a lack of city wide uniformity on this

³ The disputed item involves compensatory time only. There was no discussion at fact finding regarding any of the other provisions of Article 22.

⁴ In its post hearing brief, the City referred to over the limit accumulated comp time hours. It stated no one would be able to go over the limits. It also stated that the Chief's discretion as reflected in the contract would be used, past practices notwithstanding. These pronouncements were made directly at the table in front of the committee at the patrol officer's hearing. The fact finder does not have similar notes from the sergeants' hearing. Regardless, the City as is the Union free to hold literally to the language agreed to and adopted by the parties.

policy anyway. The police officers and the sergeants have different language on compensatory time. No anecdotal evidence was presented to show that there were problems in administering the system in its present form. Much of the City's argument became moot as it agreed to current language during the fact finding. Statutory factors analysis is moot due to the parties' agreement.

The fact finder recommends current language remain in Article 22.8.

Compensatory time- If a sergeant 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 per hour worked basis at a time mutually convenient to the employee and the Chief of Police, within twelve months after the overtime was worked. Compensatory time accrued shall be limited to 80 hours. Accrued compensatory time not used within twelve months after being earned shall be compensated at the employee's pay rate at the time earned. 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.

3. Drug and Alcohol Policy- Article 24

Union Proposal: The parties had agreed to language on August 15, 2005. That language incorporated a variety of changes to the current agreement. It did not require random testing, except for CDL positions. Subsequently, the City sought to add random drug testing for all sergeants. The Union believes that random drug testing is an unnecessary requirement. It supports a drug free workplace, but states random testing does not further that goal. It seeks to hold the City to the language it proposed- and the Union accepted- at the August 15, 2005 session.

City Proposal: The City seeks to require random drug testing for all of its employees. State wide, 1/3 of the police agreements on file at SERB provide for random drug testing. All other City bargaining units have agreed to it. There is a compelling governmental interest served by random drug testing. This interest has been approved by court cases in other jurisdictions. The impetus for the change is an anticipated cost savings at the Bureau of

Worker's Compensation. The BWC will provide a discount amounting to more than \$22,000 in premiums if this employer has a uniformly applicable random drug testing policy.

Recommendation

It would be anomalous and not supportable to have the Sergeants remain exempt from a city wide requirement applicable to all safety forces (albeit bargained for by those employees.). If the sergeants were not within the requirement, the benefits of the BWC discount would be lost.⁵ Even if there is no direct benefit to this unit from the cost savings to be realized, there is a sufficient public purpose in adding this language to Article 24. (Other changes to the language in this section were previously agreed upon.)

The fact finder was not provided with a reason for the belated introduction of the random drug testing policy at the bargaining table. Clearly, it is better labor relations for parties to not revisit language once accepted. But, absent a showing of bad faith, the statutory factor of the interests and welfare of the public supports adoption of the language providing for random testing. These provisions will thus be uniform within the Department, and apparently uniform city wide. This meets yet another statutory factor of comparability for similarly situated employees.

The fact finder recommends the language be adopted regarding drug testing set forth as Appendix A.

4. Incentive Plan- Article 27

Union Proposal: The Union seeks to delete the last two sections of Article 27 as currently written. The language would if retained prevent new hires after January 1,2003 from receiving a pay supplement based upon educational achievement. The Union argues that this benefit acts as a disincentive to employees to pursue educational advancement. It has created

⁵ The cost savings to the City from the BWC were sought as a financial source for the Union's proposed step adjustments. The fact finder was not presented with a suggested formula to apportion the savings/discount to the sergeants. Even if only the money needed to fund the wage proposal was taken from the projected savings amount, the lack of equity to the other employees is patent. These savings, arguably multiplied by three years will be available for discussion in the next round of negotiations.

a two tier wage system for "new hires." It is patently unfair to create the division among the ranks based on date of hire.

There is no incentive for any employee to achieve additional education, as it is not rewarded nor recognized by the City. Police officers need to be aware of many complex, ever changing laws and standards. An educated work force reduces the opportunity for errors in judgment. It is in the public interest to foster and encourage the incentive plan. There is no reason to discontinue the plan.

The City acknowledged the fact that the educational incentive plan's limited availability was never intended to become permanent language in the agreement by the clear language of section 27.6 If it is recommended to be eliminated for hires after 1-1-2003, the City gains a financial benefit with no showing of necessity, comparability, or public interest.

The Union proposal wants the language in this section to be the same for both units-police and sergeants.⁶

City Proposal: The City sought to eliminate the educational incentive plan altogether. It provides no benefit to the City. The City does not require post high school education for the sergeants. The elimination of all incentives for all members of the unit addresses the Union's concern about inequality within the ranks.

The City remains committed its current obligations under the loan program, which are set forth in Article 27.5. However, it does not plan to extend loans to future applicants at this time. It gave oral notice at fact finding of its intentions.⁷

⁶ This matter was hotly debated and negotiated in the mediation sessions held with the patrol unit. The sergeants hearing began mid to late afternoon. The bargaining committee representative was unable to stay for the entire session. The Union representative continued in his absence to argue and advocate all of the positions set forth in the Union's proposals at fact finding. Regardless, it is clear from the written presentation of the Union that the considerations of the two units were the same.

⁷ The City offered to prepare a letter outlining its position that current loans extended under this article are unaffected.

Due to the settlement reached with the patrol officers earlier in the afternoon, the City modified its position stated above. Its final position in fact finding was to retain existing contract language, eliminate section 27.7, and substitute 1-1-03 in place of the expiration date previously cited.

Recommendation:

In its written presentation at fact finding the Union's proposal states it seeks the same result as the patrol officers on this issue.. Although that proposal may have been drafted with the firm expectation that the parties would not settle the issue, it did resolve at fact finding.

It would be arbitrary to provide a higher level of benefit for the sergeants under the circumstances. The decision to create a two level group preceded the current negotiations. Even though the language on the so –called sunset clause precluded an automatic continuation of the new hire exclusion, time and events in bargaining have resulted in a conclusion that two different systems within the same department is not tenable. Reflecting to the statutory factors, comparability within the City is the dominant factor supporting the result.

It is recommended that the parties adopt the language set forth in Appendix B.

5. Fitness Standards – Article 32

Union Proposal: The Union proposes current language remains unchanged. Even though the current workforce is grandfathered, the employees voluntarily agree to fitness testing. There are no anecdotal reasons to change current language. The force meets all standards without the need to affect contract language.

City Proposal: The public needs a police force that meets fitness standards. It is unreasonable to believe that a sergeant who does not meet fitness standards can fulfill his/her job responsibilities. The public interest is served by mandating fitness standards that are neutral and accepted within the industry- the OPOTA standards. There is a manifest unfairness in requiring some employees in the unit to meet a standard and not others.

The annual physical examination will not address the City and public's concerns about the risks of sergeants not able to do their jobs due to lack of fitness. It characterized the so called voluntary fitness plan language in the current (expired) agreement as an experiment. It does not suit the City's interests in reducing sick leave usage, insurance costs, and having a department which meets industry standards.

Recommendation:

The parties have a mid point that is reflected by the patrol officer's settlement agreement reached on January 23, 2006. Although the Union did not propose that its contractual language match the patrol officer's agreement, there is much obvious benefit to having the physical fitness requirements match in the two units. The job descriptions of the two positions were not part of the record. However, the fact finder takes administrative notice of the overlap between the two positions as far as health, stamina, agility, and physicality are concerned. There was no persuasive evidence presented by the Union to merit a distinction between the two units on this issue. The City points out that sick leave usage and insurance costs will be well served by a physically fit force. This purpose should be assisted by the language agreed to for the patrol officers unit.

The timing of the sergeant's fact finding hearing did not adversely impact on the result reached. The statutory factors require the fact finder to look at comparability and public interest, as well as costs. The adoption of the revised language reflected in the officers' settlement neither imposes a cost nor an undue burden on the sergeants. The City presented no evidence citing its costs of the proposal as a relevant factor. In fact, it supports adoption of the patrol officer's settlement.

The record demonstrates that everyone in the unit voluntarily complies with fitness standards that are likely more onerous than passing a physical. It is reasonable to conclude that the parties should have no obvious issues with adoption of this provision. The fact finder can envision scenarios wherein a direct benefit inures to the sergeants, as the preventative health

benefits of annual physicals are well known. Ancillary costs that may result from the examinations are a non cost item to the employees.

It is recommended that the parties adopt the following language:

Section 32.1 The Urbana Police Department shall administer an annual physical examination for each bargaining unit member annually in lieu of 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.

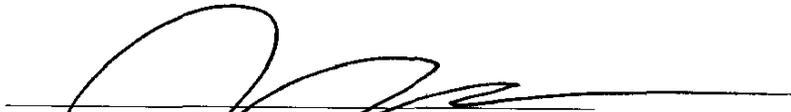
Respectfully submitted,



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Certificate of Service

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, 12th 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 on this ninth day of February, 2006. An electronic copy sans appendices was also transmitted to the parties' representatives.


Sandra Mendel Furman, Esq.

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ARTICLE 24**DRUG AND ALCOHOL POLICY**

Section 24.1. Prohibition. Subject to the exception noted below in Section 24.7, 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 24.2. 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 24.1'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 24.6 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 24.3. 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 24.4. 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 24.5. 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 24.6. 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 24.7. Prescription and Over the Counter Medications. Employees may use legally-prescribed, controlled substances during work periods without violating Section 24.1 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 determinate 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 24.8. 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 27

EDUCATIONAL INCENTIVE PLAN

Section 27.1 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 27.2 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 27.3 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 27.4 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 27.5 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 27.6 Notwithstanding any other provision of Article 27, 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.

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OHIO EMPLOYMENT
RELATIONS BOARD

2006 FEB 10 A 10:53

February 9, 2006

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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.