

THE STATE EMPLOYMENT RELATIONS BOARD
December 22, 2011

2012 JAN -9 P 1:00

FRATERNAL ORDER OF POLICE/)	
OHIO LABOR COUNCIL, INC,)	CASE NO. 11 MED-08-1023
UNION)	
)	
and)	FACT FINDER: JOSEPH W. GARDNER
)	
HURON CTY SHERIFF'S OFFICE)	
EMPLOYER))	FACT FINDING REPORT
)	

APPEARANCES

For the UNION:

Chuck Choate
Senior Staff Representative

Carol L. Smith, Secretary

For the EMPLOYER:

Sue E. Bommer
Director of Human Resources

Larry Silcox, County Commissioner

INTRODUCTION

On November 3, 2011, the State Employment Relations Board appointed the undersigned to conduct a fact finding hearing and serve the parties with a written report. The parties mutually agreed to extend the period of fact finding, by filing a mutual waiver, attached as exhibit A. The hearing was set for December 20, 2011. The parties timely provided position statements, copies of which are attached as exhibit B for the union and exhibit C for the employer.

A hearing was conducted on December 20, 2011. Each party provided evidence and arguments. The exhibits introduced at the hearing are Joint Exhibit one (JX1), Union Exhibits 1 through 5 (UX1-UX5), and Employer Exhibits 1 through 13 (EX-1-EX13). With the exception of the full collective bargaining contract, these exhibits are attached hereto. Article 22, section 22.2 and the signature pages are marked as JX1.

The parties mutually agreed to extend the time period within which a fact finding report was required to be submitted and extend the time of conciliation, copies of which are attached as exhibits D and E, respectively.

The undersigned reviewed all of the factors set forth in Ohio Revised code section 4117.14 as follows:

All of the below factors were reviewed and considered:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of issues submitted to final offer settlement relative to the employees in the bargaining unit involved, that those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. The stipulations of the parties; and
6. Such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration and the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or private employment.

A preliminary issue arose during discussions between the representatives and the undersigned. During this discussion, the Employer's representative stated that the Chief Financial Officer should not be a member of this bargaining unit. The Employer's representative requested that the Chief Financial Officer not be considered a member of the bargaining unit. In other words, the Employer's representative wanted the fact finding report to contain a recommendation that the CFO not be considered a member of the Bargaining unit.

The Employer's representative stated that because the Chief Financial Officer's position is supervisory in nature, the Chief Financial Officer should not be part of the bargaining unit. The Employer's representative reasoned that since the Chief Financial Officer was a supervisory employee, the Chief Financial Officer should not be a part of a bargaining unit because the Chief Financial Officer is a part of management. The Employer's representative did not, however, cite any case, statute or administrative rule.

The Union representative countered stating that the collective bargaining agreement (CBA), specifically named the Chief Financial Officer as a member of the bargaining unit. See Collective Bargaining Agreement, effective January 1, 2011 through December 31, 2013 at Article 22, Section 22.2. (See, JX1). That CBA was approved by the sheriff, the F.O.P.-O.I.C. Representatives and the union committee members. The Huron County Prosecutor "Approved as to Form". In other words, the Union representative argued that since all the parties, including the Employer/sheriff, agreed, in writing, that the CFO was a member of the bargaining unit, the Employer/sheriff could not now in good faith state that the CFO was now not a member of the bargaining unit. See, signature page for CBA, exhibit JX1, attached hereto.

The Union representative requested that this fact finder make a decision, immediately, during the hearing regarding the CFO's membership with the bargaining unit. This fact finder

denied the Unions request to make an immediate recommendation whether or not the Chief Financial Officer is a member of this bargaining unit.

The undersigned reviewed the position statements of both parties. Although both parties mentioned the three parties in the bargaining unit, nowhere was the issue raised, in either of the position statements, that the Chief Financial Officer should or should not be a part of the bargaining unit.

The duties of Fact Finders are set forth in Ohio Revised Code 4117.14 (C) (3) (a):

(a) The fact-finding panel shall, in accordance with rules and procedures established by the board that include the regulation of costs and expenses of fact-finding, gather facts and make recommendations for the resolution of the matter. The board shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel. The fact-finding panel shall make final recommendations as to all the unresolved issues.

Ohio Administrative Code 4117-9-05 (F)

(F) Pursuant to division (C)(3)(a) of section 4117.14 of the Revised Code, upon notice of appointment of the fact-finding panel and no later than five p.m. on the last business day prior to the hearing, each party shall submit via electronic mail to the fact-finding panel and the other party a position statement. A failure to submit via electronic mail such a position statement to the fact finder and the other party no later than five p.m. on the last business day prior to the hearing, shall cause the fact-finding panel to take evidence only in support of matters raised in the written statement that was submitted prior to the hearing. The statement shall include:

(1) The name of the party and the name, mailing address, email

address, and telephone number of the principal representative of the party;

(2) A description of the bargaining unit including the approximate number of employees;

(3) A copy of the current collective bargaining agreement, if any; and

(4) *A statement defining all unresolved issues and summarizing the position of the party with regard to each unresolved issue.* (emphasis added)

Since neither party placed this issue in the position statements as an unresolved issue, neither party timely nor properly presented this issue for fact finding. As set forth above, in the Ohio Revised Code and in Ohio Administrative Code, the fact finder cannot consider evidence on an issue not timely presented to the opposite side and to the fact finder. The issue whether the Chief Financial Officer is a bargaining unit member will not be addressed by this fact finder.

ISSUE NO. 1

In this wage re-opener, the Union demands 3% for the last six months of 2011, a three percent increase in 2012 and a three percent increase in 2013. The Employer countered with zero raises in wages for the last six months of 2011 and zero wage increases for 2012 and 2013.

DISCUSSION

In the year 2008 through 2010, this bargaining unit received a 3% raise each year.

The Employer makes a strong case that Huron County and Huron County Government have serious financial problems. The Employer's "opening statement", a copy attached as report

exhibit C, details the financial condition of the county. Some of the highlighted points are as follows:

Two thousand manufacturing jobs have been lost. Unemployment is at 10.4%. The sales tax is currently at its statutory ceiling.

There is a 50% reduction in local government funding from the state. Other funding from the state is either cut or eliminated. There are large increases in mandatory funding of Veterans Services, health insurance funding, and worker's compensation rates and claims. Revenue is not keeping up with the mandatory funding.

For both internal comparables to the employees of the Sheriff, there have been negligible or zero wage increases in the years since 2008. However, this bargaining unit received a three per cent raise in each of the years 2008, 2009 and 2010. In 2011 there was no increase in wages, and the parties agreed to a reopener in 2011.

The Employer's representative states that a substantial disparity exists between the compensation for the Sheriff's Office employees and other General Fund employees. In reviewing Employer Exhibits 12 and 12a, Huron County Sheriff's employee wage increases are above the state average for the years 2008-2010.

Employer Exhibit No. 10 accurately depicts the total compensation for all three bargaining unit members: Office manager-\$67,338.23, CFO-\$71,891.68, and Secretary-\$57,649.24. Exhibit No. 10 depicts the actual compensation received by the bargaining unit members.¹ No comparables were presented for total compensation of other similar positions, and no evidence was produced as to the ability of the public employer to finance and administer the proposed raises.

¹ To combine the wages, health care benefits, pension pick-ups and other forms of compensation in a "total compensation" exhibit to demonstrate the true income and the cost of the public employee is an excellent tool. Such an exhibit tells us the actual cost to the taxpayer.

Nor was there evidence produced regarding the effect of the adjustments on the normal standard of public service. In other words, could the Employer afford this requested increase and were layoffs a probable result?

According to the Union representative, health insurance costs increased the cost to the bargaining unit members in 2011. The deductible increased from \$100 to \$200 for individual coverage and from \$300 to \$600 for family coverage. Out of pocket expenses increased from \$500 to \$1000 for individual coverage and from \$2300 to \$4600 for family coverage. Office visits increased from \$10 to \$20, and out of network doctor's coverage dropped from 80% to 70%. For prescriptions, preferred brands increased from \$24 to \$35; non-preferred brands increased from \$40 to \$55; mail-in increased from \$10 to \$40; and mail generic increased from \$5 to \$20. The union requests a pay increase to overcome increased cost of medical benefits. The Employer states, however, that medical costs increased only 2% and not 3%.

The union stated that the Sheriff created the CFO position and that the CFO received an increase in pay of over 20% from the pay in an earlier position. The sheriff created the position of "personal secretary", and after the personal secretary's probationary period ended, the personal secretary received a 7% increase in pay. Duties performed by the bargaining unit secretary were transferred to the "personal secretary." This information about the CFO and the "personal secretary" was not challenged by the Sheriff.

In August of 2011, the union requested economic information from the deputy auditor of the county. Specifically, the union wanted information about pay raises for non-union employees in the county. According to the union Representative, the deputy auditor refused to provide the information requested by the union. According to the Union Representative, the County Auditor told the representative that if he wanted the information he should request the

information under the Freedom of Information Act. This information developed by the union regarding the deputy auditor and the pay raises for non-union employees were not disputed by the Sheriff.

Present at the hearing representing the Sheriff was the Huron County Director of Human Services and one of the Huron County Commissioners. When I inquired about the Sheriff's absence and the absence of any employee of the Sheriff's department, the Employer's representative stated that the Sheriff was aware of the proceedings, but wanted to "distance" himself from the proceedings.

Although the Employer has presented salient facts regarding the financial problems of Huron County, the Sheriff created two new positions and gave significant pay increases to those who now hold those newly created positions. The actions of the Sheriff are in conflict with the theme presented by the Sheriff's representative. In other words, if the County is facing serious financial difficulties, why would the sheriff create two non-law enforcement positions and give each of the new employees significant wage increases?

It is troubling that no one from the Sheriff's office and no one from the auditor's office appeared to challenge the allegations of the Union. The Sheriff had knowledge of these proceedings, but instead of appearing or presenting witnesses to support his position, his representative stated that he wanted to "distance" himself from the proceedings.

The duties of the Sheriff include both mandatory and non-mandatory duties. There was no information whether there would be layoffs affecting those duties if the increases demanded by the union were given.

The union representative stated that the deputy auditor refused to provide information about alleged pay increases for non-union employees. Information regarding pay increases for

public employees, union and non-union, or information that public employees, union and non-union, did not receive pay increases is relevant evidence in these proceedings. The failure of a public official to promptly supply this public information for an official proceeding causes distrust between the parties and prevents a fair and just analysis of the facts for review during these proceedings and for public review after these proceedings. Failure to provide this information is troubling. The failure to provide this requested information undermines the presentation by the employer that the county is in financial trouble.

The financial condition of the County appears to be facing some tough times, however, there was no evidence of layoffs or deficit spending. Neither the Sherriff nor any of the Sherriff's officers or deputies testified regarding the effect on the County jail, law enforcement or civil responsibilities as a result of these proposed wage increases.

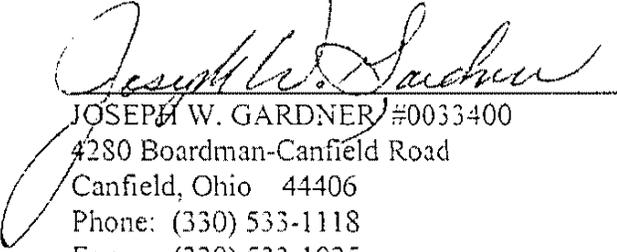
The undersigned finds that it is not fair that some employees receive pay increases of over 20% and 7%, while others in similar circumstances received no increase. If the effect of the increased wages for this bargaining unit is so detrimental to the County, why did some employees, non-law enforcement and non-correctional, receive significant increases? Why did the Auditor refuse to produce the pay status, increases or decreases, for public employees as requested by the Union?

This bargaining unit only has three members. The impact of this bargaining unit on the County budget does not have the financial impact as a bargaining unit with many employees. The costs of the County will increase with the increase of three employees, but will not have the impact of a pay increase for a unit with twenty employees. There seems to be no reason why the "personal Secretary" received a 7% increase and the bargaining unit secretary received no pay increase.

RECOMMENDATION

This fact finder recommends that the bargaining unit members receive increase in wages as follows: for the last half of 2011, a 2.5% increase, for 2012 a 2.5% increase, and for 2013 a 2% increase.

Respectfully submitted,


JOSEPH W. GARDNER #0033400
4280 Boardman-Canfield Road
Canfield, Ohio 44406
Phone: (330) 533-1118
Fax: (330) 533-1025
Fact-Finder

CERTIFICATION

I hereby certify that on January 5, 2012, a copy of the foregoing Fact Finder's Report was sent via facsimile or e-mail and regular United States Mail to the following:

Representative for the Union:

CHUCK CHOATE
FOP/ Ohio Labor Council Inc.
Senior Staff Representative
2721 Manchester Rd.
Akron, OH 44319
cchoate@neo.rr.com

Representative for the Employer:

SUE E. BOMMER
Huron County Director of Human Resources
And Loss Prevention
12 E. Main St. Suite 102
Norwalk, OH 44857
sbommer@gmail.com

Bureau of Mediation:

EDWARD E. TURNER
Administrator, Bureau of Mediation
65 East State St., 12th Floor
Columbus, Ohio 43215-4213



JOSEPH W. GARDNER #0033400
Fact-Finder

EXHIBT LIST

HEARING EXHIBITS

Joint

JX1-CBA (Title Page, Article
22.2, signature pages)

REPORT EXHIBITS

A-Extension Agreement
B-Union's Position Statement
C-Employer's Position Statement
D-Extension Agreement
E- Opening Statement-Employer

UNION EXHIBITS

UX1 - email dated Oct. 18, 2011
UX2 - email dated Oct. 12, 2011
UX3 - email dated Oct 12, 2011
UX4 - T.A. extension (G0(11) extension
UX5 - Proposal

EMPLOYER EXHIBITS

EX1 Article RE Unemployment rates
(norwalkreflector.com)
EX2 Census Bureau Report for Huron
EX3 Huron County by the Numbers
EX4 Article RE Kasich Budget
(blog.cleveland.com)
EX5 Article RE Budget Cuts
EX6 Article Budget Cuts
(motherjones.com)
EX7 Huron County Health Plan
Co-Pay Obligations
EX8 Monthly Employee Contributions
to health plan
EX9 External Comparison of Wage Rates
EX10 Total Annual Compensation
EX 11 Comparison of Huron County
Staff Wage
EX 12 Resolution Agreement between
Office Employees and Huron
County Sheriff
EX12a State Employment Relations
Board Annual Wage Settlement
Report
EX13 Letter dated 12/15/11 to Huron
County Commissioners regarding
General Fund

Agreement Between

THE HURON COUNTY SHERIFF
and
FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL

Office Staff

Effective January 1, 2011 Through December 31, 2013



and those who are subpoenaed to court on their scheduled day off, a minimum of three (3) hours pay at the applicable rate of pay; or (C) for all such hours in court at the applicable rate of pay, whichever is greater.

Section 20.2. An employee required to report for court duty as specified herein must call into the ranking officer on station at the beginning and end of the court duty and must provide a copy of the subpoena or court order which required him to appear. Any witness fee issued to the employee as the result of the appearance shall be remitted to the Employer.

**ARTICLE 21
INSURANCE**

Section 21.1. Employees shall be given the same choice of coverage, at the same cost as provided to other employees of Huron County. Should the Employer wish to change the coverage, plan design or premium paid, consistent with the above provision, the Employer will provide thirty (30) days notice to the Union prior to the change becoming effective.

Section 21.2. One bargaining unit employee selected by the Union may participate in the Employee Review Committee. The recommendations of the committee concerning a change in benefit levels shall be advisory only and shall be applied to all classified County employees equally.

**ARTICLE 22
WAGES AND COMPENSATION**

Section 22.1. Employees shall be compensated on an hourly basis. For purposes of computing annual salary, the hourly wage shall be multiplied by two thousand eighty (2080) hours. Work weeks shall normally be scheduled to consist of forty (40) hours per week. This shall not constitute a guarantee of work hours per week or per day. Employees shall be available to respond to work-related calls as needed and to appear for work-related court appearances in addition to any scheduled work hours. Work-related court appearances shall be considered work hours for the purpose of compensation and computation of any overtime in accordance with the Article 21 herein.

Section 22.2. Wages for employees in this bargaining unit shall be:

Position	2011 Rate	2012 Rate	2013 Rate
Secretary -	\$17.49		
Chief Financial Officer	\$23.17		
Office Manager -	\$21.06		

Wages for January – July, 2011 shall be frozen at the 2010 rate. In July 2011 there shall be a wage reopener to determine wages effective July 1, 2011 and for the years 2012 AND 2013. The wage reopener shall be subject to the dispute resolution process contained in ORC Section 4117.14(G)(11).



Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the F.O.P.-O.L.C., and all prior agreements, either oral or written, are hereby cancelled. . Therefore, the Employer and the F.O.P.-O.L.C., for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 314. Nothing in this article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment is reduced to writing and signed by both parties.

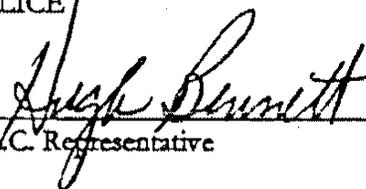
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representative this 21st day of JAN, 2010. 2011.

FOR THE HURON COUNTY SHERIFF



Dane Howard, Sheriff

FOR THE FRATERNAL ORDER OF
POLICE

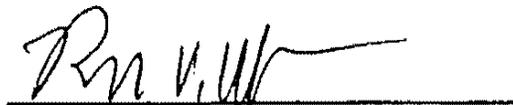


F.O.P.-O.L.C. Representative



Union Committee Member

APPROVED AS TO FORM:



Huron County Prosecutor



FOP Clerical

EXTENSION AGREEMENT

The parties hereby agree to extend the date for the Factfinding report to Monday, Nov. 14 2011. 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 Jan. 1, 2012 LCB

APPROVED BY:

Chuck Cheate
F.O.P., Ohio Labor Council, Inc.
Representative B-31-11

[Signature]
~~Legislative Body of~~ do
Huron County Sheriff

RECEIVED
10/19/11

EXHIBIT
A

FACT-FINDING HEARING

TUESDAY, DECEMBER 20, 2011

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.

AND THE

HURON COUNTY SHERIFF'S OFFICE

UNION PRE-HEARING STATEMENT

FOR CASE NUMBER

#11-MED-08-1023

(SECRETARIES, ASSISTANT OFFICE MANAGERS AND OFFICE MANAGER)

**Chuck Choate
Senior Staff Representative
FOP/OLC, Inc.
2721 Manchester Road
Akron, OH 44319-1020
(330) 753-7080**



BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

FRATERNAL ORDER OF POLICE,

CASE NO. 11-MED-08-1023

OHIO LABOR COUNCIL, INC.

AND

THE HURON COUNTY SHERIFF'S OFFICE

NORWALK, OHIO

FACT-FINDING PRE-HEARING STATEMENT OF THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL, INC.

The Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the "FOP" or the "Union") states the following preliminary information:

NAME OF THE PARTY: The Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, OH 43215-4611. Phone (614) 224-5700.

PRINCIPAL REPRESENTATIVE: The Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, OH 43215-4611. Phone (614) 224-5700.

STAFF REPRESENTATIVE: Chuck Choate, 2721 Manchester Road, Akron, OH 44319-1020. Phone (330) 753-7080.

BARGAINING UNIT: Consists of approximately seven (7) employees in the classifications of Secretaries, Assistant Office Managers, and Office Manager.

EMPLOYER: The Employer is The Huron County Sheriff's Office, Norwalk, Ohio, a law enforcement agency.

BARGAINING CHRONOLOGY: This negotiation presents with an unusual bargaining chronology. Although Ms. Bommer and I have spoken on the telephone several times about negotiation issues, all the proposal exchange has been conducted by email between she and I. Once the Employer's position was offered by Ms. Bommer to the Union, there was by mutual agreement, no need for an actual physical meeting between the parties. I am including a copy of the emails with this pre-hearing statement as evidence of this fact for your review.



CURRENT AGREEMENT: The current agreement between the parties is for the period of January 1, 2011 through December 31, 2013. This specific Fact-Finding is for the purpose of resolving the issue of the Wage Reopener for this unit as identified in Article 22 (Wages and Compensation), Section 22.2. I have included a copy of the entire Agreement as well as the specific reopener language for your review.

TENTATIVE AGREEMENT: There was only one Tentative Agreement between the parties during the course of this negotiation, and that is a G-11 Waiver and Extension executed by the parties for the period through Monday, November 14, 2011; realizing of course, that that extension is now expired.

UNRESOLVED ISSUES: The FOP presents below, a statement of the issues unresolved in these negotiations and its position on these issues.

UNION ISSUE 1: Article 22 – WAGES AND COMPENSATION

The Union desires a three percent (3%) increase for this Bargaining Unit as its position in these negotiations retroactively applied to July 1, 2011. Additionally, the Union seeks a three percent (3%) increase effective January 1, 2012 and a three percent (3%) increase effective January 1, 2013.

The Employer, as evidence through their email communication between Ms. Boomer and myself, has proposed a zero increase for the entire period of the reopener.

The Union will be offering evidence in support of this proposal at the hearing for the Fact-Finder's review. The Union is NOT opposed to the Fact-Finder conducting mediation



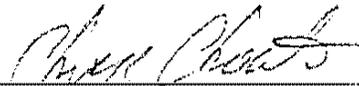
between the parties in an effort to resolve this dispute in advance of conducting the Fact-Finding hearing on that day.



SUMMARY STATEMENT

The FOP petitions the Fact-Finder to incorporate articles or sections of articles tentatively agreed to by both parties into his findings. The FOP also petitions the Fact-Finder to consider the FOP's proposals and positions on the unresolved issues.

Submitted for the Fact-Finder's consideration this 14th day of December, 2011.



Chuck Choate
Staff Representative
FOP/Ohio Labor Council, Inc.



CERTIFICATION OF SERVICE

The undersigned hereby certifies that a true copy of this Fact-Finding Pre-Hearing Statement was sent electronically to Mr. Joseph W. Gardner, Attorney at Law via email (jwg1118@sbeglobal.net), and by Express Mail (including all attachments) to 4280 Boardman-Canfield Road, Canfield OH 44406, and sent electronically to Ms. Sue E. Bommer, M.Ed., SPHR, Huron County Director of Human Resources and Loss Prevention via email (sbommer@gmail.com), and by Express Mail (including all attachments) to 12 E. Main Street, Suite 102, Norwalk OH 44857.

On this 14th day of December, 2011.



Chuck Choate
Staff Representative
FOP/Ohio Labor Council, Inc.



FACT-FINDING HEARING BEFORE THE OHIO STATE
EMPLOYMENT RELATIONS BOARD, JOSEPH W. GARDNER,
ATTORNEY AT LAW, FACT-FINDER

December 20, 2011

In the Matter of The Huron County Sheriff's Office and the Fraternal
Order of Police, Ohio Labor Council, Inc., Office Staff

Location: The Emergency Management Agency, 255 B, Shady Lane
Drive, Norwalk, Ohio 44857

Starting Time: 9:30 a.m.

CASE NO. 11-MED-08-1023

PRE-HEARING STATEMENT OF THE HURON COUNTY SHERIFF'S OFFICE
Staff Representative: Sue E. Bommer, Huron Co. Director of Human Resources

Background: Before the fact-finder is a wage reopener for year two of the collective bargaining agreement between the Sheriff's Office and the F.O.P., Office Employees. The duration of said agreement is January 1, 2011 through December 13, 2013, and a copy of that agreement has been presented to you in the Union's pre-hearing statement. The Employer does not contest the agreement as presented to you.

The representative for the Employer did not participate in the negotiations for the present agreement nor was she present at the table. The agreement was negotiated between the F.O.P. and the Huron County Sheriff's Office by Sheriff Dane Howard.

Employees represented by the F.O.P: The Office Employees covered by the Agreement include only three positions: Secretary, Chief Financial Officer, and Office Manager.

History Leading to Fact-Finding: The Employer does not contest the bargaining chronology as presented to you by the F.O.P.'s staff representative. Copies of electronic messages between Mr. Choate and Ms. Bommer and the signed extension agreement between the parties speak for themselves.

The Employer adds that a fact-finding hearing between the Huron County Sheriff's Office and the Ohio Patrolmen's Benevolent Association (O.P.B.A.) has been in the cue since late summer and that fact influenced the bargaining chronology as



presented. The O.P.B.A. fact-finding still has not been scheduled, which has unexpectedly placed the F.O.P.'s hearing first in line.

The Issue to be Heard by the Fact-Finder

The only issue before the fact-finder is wages for the second half of the first year of the agreement (i.e. July 1, 2011 - December 31, 2011) and for years two and three of the agreement. See Article 22, Wages and Compensation, Section 22.2, a copy of which is included.

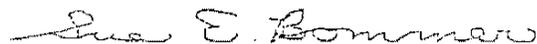
The Employer's counter to the Union's proposal of 3%, 3%, and 3% is 0% for July 1, 2011 through December 31, 2012 and a wage reopener for 2013.

Summary Statement: There are no tentative agreements other than the Extension Agreement as executed and presented to you by the F.O.P.'s representative.

Exhibits will be presented on the day of the hearing.

Certification of Service: By my signature below I certify that a true copy of this pre-hearing statement, along with one attachment has been sent electronically to Mr. Joseph W. Gardner, Attorney at Law, and to Mr. Chuck Choate, F.O.P. Staff Representative on this 15th day of December, 2011. Hard copies will be presented on the day of the hearing.

Thank you for your kind consideration.



Sue E. Bommer, SPHR, M.Ed.
Huron County Director of Human Resources



EXTENSION AGREEMENT

The parties hereby agree to extend the date for the Factfinding report to Jun 23, 2012. 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~~ July 1, 2011.

APPROVED BY:

Paul Choate
F.O.P., Ohio Labor Council, Inc.
Representative 12/20/11

Legislative Body of
Luc E. Bommer
Larry Silcox



OPENING STATEMENTS, HURON COUNTY SHERIFF'S OFFICE
FACT-FINDING HEARING DECEMBER 20, 2011

Huron County Background

Huron County is located in north central Ohio and encompasses 493 square miles with a population of 59,626 as of the 2010 U.S. Census. The County is largely agricultural and is, in fact, the biggest producer of vegetables in the state. Unfortunately, like counties throughout the state, it has suffered blows from the Great Recession. Approximately 2,000 manufacturing jobs have been lost and unemployment remains high at 10.4 percent as of October 2011, according to the Ohio Department of Job and Family Services (see Exhibit #1). Loss of retail stores to the Sandusky Mall in neighboring Erie County in the 70's, loss of industry and manufacturing jobs, along with a sales tax that is at its statutory ceiling, have affected revenues over the years. Unlike Erie County, Huron County's northern neighbor on the lake, tourism, resorts, lodges, motels, and restaurants are not abundant in Huron County. This also affects revenue.

Please refer to Exhibit #2 and Exhibit #3 for more information on Huron County, Ohio.

Economic Conditions

Huron County is part of a larger economic recession that reaches beyond counties and states and spreads globally among nations. Facing a budget deficit, the Kasich administration balanced its budget by slashing significantly its funding to local governments. These cuts include a reduction in local government funding of 50% over two years, a reduction in the assessed valuation of real estate, elimination of the tangible personal property tax reimbursement, and elimination of the estate tax beginning January 1, 2013. Please see Exhibits #4, 5, and 6.

2012 Huron County Interim Budget

In addition to state funding cuts, the Veterans Services have requested this year the full amount of their mandatory funding, which creates a \$170,000 increase (from \$350,000 in 2011 to \$520,000 in 2012). The Courts are expected to request their full funding in 2012 as well.

Health insurance funding projections came in at 30.1% over 2011 rates or an increase of over 1.1 million dollars. Increases are the result of higher experience levels, the increased cost of health care generally (trend), the expiration of a three-year freeze on administrative fees, and the lowered level of the County's self-insured trust fund, necessitating an increase to that account line.



Due to the County's experience rating for Workers' Compensation claims, the County is no longer eligible to participate in group rating, and has, consequently, joined a Group Retrospective Rating Plan. While reimbursements may be awarded, depending on losses, these will not be realized until late 2013, if at all. An additional outlay of some \$45,000 in premiums is the consequence of this situation.

How the increased cost of health insurance will impact employees has not been determined pending further statistics from the County's third-party administrator, Medical Mutual of Ohio. Since the insurance does not renew until May 1, 2012, figures are not available at this time. Exhibit #7 shows current Huron County employee and employer contributions. Exhibit #8 shows employee contribution levels as gathered by SERB in their annual public employer health insurance survey in 2011. As you can see, Huron County's employee contribution rates are well below the average (though, admittedly, the "st error" seems quite high).

The Huron County Board of Commissioners has set the 2012 interim budget at 2010 levels. The Sheriff's is one of many budgets that have been reduced significantly in the current interim budget. The final budget will be approved in late March.

Comparables

External

An external survey of County Sheriff's office employees (see Exhibit #9) shows hourly wages for the most recent years available. Please refer also to Exhibit #10 that shows total compensation for the three employees covered under the Agreement being negotiated currently. This document shows also the nearly negligible impact of the increase to health insurance contributions in 2011 (2%). As you can see, Huron County Office Employees' wages are significantly higher than external comparables.

Internal

The Huron County Sheriff's Office is only one of several offices funded by the County's General Fund. These other offices include the Commissioners' Office, Recorder's Office, Office of the Clerk of Courts, Auditor's Office, Prosecutor's Office, Public Defender's Office, Treasurer's Office, the Emergency Management Agency, and Juvenile and Common Pleas Courts. Exhibit #11 shows a comparison of office employee hourly wages versus the Sheriff's Office employees. This latter group's median and mean wages are significantly higher than the wages earned by other general fund employees similarly situated. Not shown is the difference between longevity benefits for Sheriff's Office employees and other General Fund Employees. Sheriff's Office employees receive after their fifth year of service \$65.00 for each year of service up to a maximum of \$2015. This longevity pay is contractually



guaranteed regardless of the state of the budget. Longevity pay is not awarded to other non-union General Fund employees until after ten years of service, only at \$50.00 for each year of service, up to a maximum of \$1,000, and only if the budget can withstand the expenditure.

In 2011, this bargaining unit agreed to a wage freeze, but only for the first half of 2011 (January 1 to July 1, 2011). In exchange for this, their sick leave payout upon retirement was increased from 25% to 35% of the value of their accrued, but unused leave up to a maximum of 1400 hours. This is an unfunded mandate that creates further budget concerns. General Fund employees hired after May 3, 2002 receive only 25% of their accrued, but unused sick leave up to a maximum of only 30 days (45 days if hired prior to May 3, 2002).

A substantial disparity exists between the compensation for Sheriff's Office employees and other General Fund employees. Under the prior contract, this bargaining unit received (following conciliation for the OPBA units) a three percent increase for each year of the three-year contract. (Please see Exhibit #12 and Exhibit #12-a.) In contrast, other General Fund employees received a two percent increase in 2008, zero percent in 2009, zero percent in 2010, and two percent in 2011, but only beginning in April rather than in January. In addition, other General Fund employees' hours were cut by four hours per week in 2010, resulting in a ten percent reduction in pay. Wage increases for General Fund bargaining units are being offset by freezes or reductions to the wages of their General Fund colleagues.

Summary

Based on the facts presented herein and the uncertainties for local government funding, carry-over, and revenues throughout 2012 and into 2013, Huron County maintains its proposal of zero percent for July 1 through December 31, 2011 and 2012 and proposes a reopener for 2013.

Thank you for your consideration.

Respectfully submitted December 20, 2011 by,



Sue E. Bommer, SPHR, M.Ed.

Huron County Director of Human Resources



Chuck Choate

From: sue bommer [sbommer@gmail.com]
Sent: Tuesday, October 18, 2011 12:29 PM
To: Chuck Choate
Cc: Larry Silcox; lsilcox@hccommissioners.com; gbauer@hccommissioners.com; jhintz@hccommissioners.com; Cheryl Nolan
Subject: Huron County FOP Negotiations

Dear Chuck:

Per our telephone conversation this morning, the Huron County Commissioners are unable to consider any wage increases for the remainder of 2011 or for 2012. We regret the current state of the budget due to cuts in local funding and anticipation of further cuts that will affect the 2012/2013 budgets.

I understand that at this point your bargaining unit will seek fact-finding and/or mediation regarding these negotiations. Please don't hesitate to contact me should you wish to discuss this further.

Sincerely,

Sue Bommer

~~Sue E. Bommer, M.Ed., SPHR~~

Huron County Director of Human Resources and Loss Prevention

12 E. Main St., Suite 102

Norwalk, OH 44857

419-668-6262

Fax: 419-668-2095



Chuck Choate

From: sue bommer [sbommer@gmail.com]
Sent: Wednesday, October 12, 2011 2:47 PM
To: Chuck Choate
Subject: Re: FOP negotiations

P.S. I presume, then, that the non-office FOP personnel are waiting to see what happens with OPBA?

On Wed, Oct 12, 2011 at 2:41 PM, sue bommer <sbommer@gmail.com> wrote:
Hi Chuck. Thank you for your message, the content of which I am not opposed to. I will need to check with the Commissioners before responding to your proposal.

By the way, I have a call into the Sheriff inquiring about the extension paperwork. I did find among my many piles a note saying that I had sent the paperwork to the Sheriff on 9/7/11.

Sue

On Wed, Oct 12, 2011 at 2:13 PM, Chuck Choate <cchoate@neo.rr.com> wrote:

Hi Sue,

First, thank you for taking my phone call yesterday. You were very helpful in sorting out my post-vacation confusion. As to the content of the call, you will recall that you and I set a date of **Tuesday October 18th, at 2:00 p.m.** for our first negotiations meeting. You indicated that you would secure a location for the meeting either in the S.O. or in the building behind the S.O.

Additionally we discussed that you are currently at impasse and proceeding to fact-finding with the other union (OPBA I think). You further indicated that you were not authorized by your client to propose ANY wage increase for any of the union negotiations, including mine.

Therefore, I am taking this opportunity to e mail you the FOP's proposal (s) in advance of our scheduled negotiations. If, upon your review of these proposal(s) you maintain your stated position of no increases, I would not be offended if you delivered that information by return e mail and we could cancel our meeting and both put that time (and my drive time) to more productive pursuits. If you choose to do that I will accept that as your last-best offer and proceed to secure a fact-finder for my unit. Otherwise, I will assume some counter offer will be pending from you at the Tuesday meeting (in written format please).

Thank you for your kind attention to these issues.



The FOP representing the Corrections Lieutenants and Sergeants makes no re-opener proposals at this time. Further, pending the employer's response counter proposal, will not be requesting any language changes for this round of negotiations.

The FOP representing the Nurse's bargaining unit makes no re-opener proposals at this time. And, like the above listed unit will, pending the employer's response counter proposal, not be requesting any language changes for this round of negotiations.

The FOP representing the Civilian bargaining unit hereby makes the following initial proposal to the employer:

Office Staff Contract - Proposed Wage Increase

3% - retro-actively Effective July 1, 2011

3% - Effective January 1, 2012

3% - Effective January 1, 2013

Thank you again for your continued assistance in these matters,

chuck



Chuck Choate
Fop/Ohio Labor Council Inc.
Senior Staff Rep.
(330) 753-7080 Work
(330) 323-4463 Mobile
cchoate@neo.rr.com
FOP/Ohio Labor Council Inc.
2721 Manchester Rd.
Akron, Ohio 44319
WWW.fopohio.org



Chuck Choate

From: sue bommer [sbommer@gmail.com]
Sent: Wednesday, October 12, 2011 2:42 PM
To: Chuck Choate
Subject: Re: FOP negotiations

Hi Chuck. Thank you for your message, the content of which I am not opposed to. I will need to check with the Commissioners before responding to your proposal.

By the way, I have a call into the Sheriff inquiring about the extension paperwork. I did find among my many piles a note saying that I had sent the paperwork to the Sheriff on 9/7/11.

Sue

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Office Staff Contract - Proposed Wage Increase

3% - retro-actively Effective July 1, 2011

3% - Effective January 1, 2012

3% - Effective January 1, 2013

Thank you again for your continued assistance in these matters,

chuck

	<p>Chuck Choate Fop/Ohio Labor Council Inc. Senior Staff Rep. (330) 753-7080 Work (330) 328-4463 Mobile cchoate@neo.rr.com FOP/Ohio Labor Council Inc. 2721 Manchester Rd. Akron, Ohio 44319 www.fopohio.org</p>
---	---

Sue E. Bommer, M.Ed., SPHR

Huron County Director of Human Resources and Loss Prevention

12 E. Main St., Suite 102

Norwalk, OH 44857



FOP Clerical

EXTENSION AGREEMENT

The parties hereby agree to extend the date for the Factfinding report to Monday, Nov. 14, 2011. 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 Jan. 1, 2012 LCB

APPROVED BY:

Chuck Choate

F.O.P., Ohio Labor Council, Inc.
Representative B-31-11

[Signature]

~~Legislative Body of~~ do
Huron County Sheriff

RECEIVED
11/19/11

EXHIBIT
11X-4

Date: _____

ARTICLE 22
WAGES AND COMPENSATION

Section 22.1. Current contract language.

Section 22.2. Wages for employees in this bargaining unit shall be:

<u>Position</u>	<u>2011 Rate</u>	<u>2012 Rate</u>	<u>2013</u>
Secretary	\$17.49		
Chief Financial Officer	\$23.17		
Office Manager	\$21.06		

Section 22.2. Wages for employees in this Bargaining Unit shall be:

<u>Position</u>	<u>Retro to</u> <u>7-1-11</u>	<u>January 1, 2012</u>	<u>January 1, 2013</u>
Secretary -	\$18.01	\$18.56	\$19.11
Chief Financial Officer	\$23.87	\$24.58	\$25.32
Office Manager -	\$21.69	\$22.34	\$23.01

Wages for January – July, 2011 shall be frozen at the 2010 rate. In July 2011 there shall be a wage reopener to determine wages effective July 1, 2011 and for the years 2012 AND 2013. The wage reopener shall be subject to the dispute resolution process contained in ORC Section 4117.14(G)(11).

Section 22.3. Current contract language.

Section 22.4. Current contract language.

For the County

For the FOP

Date: _____

Date: _____



Exhibit # 2



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Huron County at 10.4 percent unemployment

SCOTT SEITZ

11:00 PM
NOV 24
2011

Huron County checked in at 10.4 percent unemployment for October, according to the Ohio Department of Job and Family Services.

The 10.4-percent figure places Huron County at 16th in the state

Pike County has the highest unemployment in Ohio at 15 percent

Geauga County has the lowest at 5.4 percent.

Erie County's unemployment is at 8.6 percent, which leaves it ranked at 58th in Ohio.

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SIMILAR STORIES
We're No. 4 - Huron County jobless rate 15.4 percent
We're No. 2 - Huron County jobless rate at 15.7, no longer tops in the state
JUST IN - Huron County ranks 3rd in unemployment
Unemployment drops in Huron County
JUST IN - Huron County jobless rate at 14.5%

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Comments

Share your thoughts and opinions with your community. All comments on our site are governed by our Discussion Guidelines. You must have a valid account to post comments.

NOV 25,
2011
08:15 AM

Cliff Cannon says

Smith Perhaps I gave you the wrong nickname, you are starting to remind me so much of Don Rickles. No matter, you can be fun to read, as well as when your "on"--- fairly accurate. Thanks for writing! Still, can't believe, I wrote this)

LOGIN OR REGISTER TO POST COMMENTS

NOV 24,
2011
03:58 PM

6079 Smith W says

It shouldn't be long now folks and all those jobs that Mr. "Vote for me 'cause I'm not Lesch" Duncan promised will begin to pour in.

I'm kinda surprised that prospective employers weren't beating a path to his door after learning that he had won.

LOGIN OR REGISTER TO POST COMMENTS

How do you view the Occupy Wall Street protest?

- A movement that will effect change: 17% (12 vote)
- A momentary phenomenon: 39% (27 vote)
- A team of shock troops for a political campaign: 29% (20 vote)
- Other (which I'll explain in the comment section below): 16% (11 vote)

Total votes: 70
52 COMMENTS
OLDER POLLS

Top Comments

- Local man arrested for drugs near League Elementary: 37
- Accused heroin dealer turns herself in: 35
- Erie County deputy in accident: 18
- Norwalk's mayor-elect already assembling staff: 16
- Grand jury indicts pair accus...



Exhibit #2

State & County QuickFacts

Huron County, Ohio

People QuickFacts	Huron County	Ohio
Population, 2010	59,626	11,536,504
Population, percent change, 2000 to 2010	0.2%	1.6%
Population, 2000	59,487	11,353,140
Persons under 5 years, percent, 2010	6.8%	6.2%
Persons under 18 years, percent, 2010	26.3%	23.7%
Persons 65 years and over, percent, 2010	13.6%	14.1%
Female persons, percent, 2010	50.7%	51.2%
White persons, percent, 2010 (a)	94.9%	82.7%
Black persons, percent, 2010 (a)	1.0%	12.2%
American Indian and Alaska Native persons, percent, 2010 (a)	0.2%	0.2%
Asian persons, percent, 2010 (a)	0.3%	1.7%
Native Hawaiian and Other Pacific Islander, percent, 2010 (a)	0.0%	Z
Persons reporting two or more races, percent, 2010	1.6%	2.1%
Persons of Hispanic or Latino origin, percent, 2010 (b)	5.6%	3.1%
White persons not Hispanic, percent, 2010	91.7%	81.1%
Living in same house 1 year & over, 2005-2009	85.0%	84.7%
Foreign born persons, percent, 2005-2009	3.0%	3.6%
Language other than English spoken at home, pct age 5+, 2005-2009	5.5%	6.1%
High school graduates, percent of persons age 25+, 2005-2009	84.9%	86.8%
Bachelor's degree or higher, pct of persons age 25+, 2005-2009	11.4%	23.6%
Veterans, 2005-2009	5,057	951,024
Mean travel time to work (minutes), workers age 16+, 2005-2009	21.2	22.6
Housing units, 2010	25,196	5,127,508
Homeownership rate, 2005-2009	74.1%	69.5%
Housing units in multi-unit structures, percent, 2005-2009	16.6%	23.0%
Median value of owner-occupied housing units, 2005-2009	\$119,700	\$134,500
Households, 2005-2009	23,109	4,526,164
Persons per household, 2005-2009	2.56	2.47
Per capita money income in past 12 months (2009 dollars) 2005-2009	\$21,485	\$24,830
Median household income, 2009	\$46,542	\$45,467
Persons below poverty level, percent, 2009	12.4%	15.1%



Exhibit #3

Huron County by the Numbers

Population 60,313 2006 Estimate US Census Bureau
State of Ohio 11,478,006
 $60,313 / 11,478,006 = .00525\%$ of the state by population

Size 492.69 Sq Miles
315,321 Acres CAUV 269,570 Acres
85% of Huron County is CAUV
State of Ohio 40,948.38 Sq Miles
 $492.69 / 40,948.38 = .01203\%$ of the land area

Housing Units 24,650 2006 Estimate US Census Bureau

Homestead 4,203 June 2009 Huron County Auditor

1 in 5.86 Housing Units are owned by someone
65 or Older

Rate of Homeownership rate 2000 72.20% US Census Bureau

$24,650 \times .7220 = 17,797$ Owner occupied
 $17,797 / 4,203 = 1$ in 4.23 Housing Units are owned by
someone 65 or Older

Total Market Value of All of Huron County as of Jan 1st 2008 \$2,878,906,686
Assessed Value 2,878,906,686 X .35% = 1,007,617,340

Median Value of Owner-Occupied Housing Unit 2000 US Census Bureau
\$95,100

Median Household Income City of Norwalk 2008 From Claritas June 2008
\$41,352



Exhibit #4



Everything Cleveland

Schools, local governments take hit in Gov. John Kasich's budget proposal

Published: Tuesday, March 15, 2011, 12:50 PM Updated: Wednesday, May 04, 2011, 4:23 PM



By **Aaron Marshall, The Plain Dealer**

COLUMBUS, Ohio -- Local governments and schools districts are hit hard, facing nearly \$2 billion less in total payments from the state in 2012 and 2013 under Gov. John Kasich's **budget proposal**, according to details released shortly after noon.

The Local Government Fund is cut by \$555 million in the \$120 billion, two-year budget which amounts to a 25 percent cut in the first year and a 50 percent cut in the second year. Additionally, the Kasich budget makes tax policy changes raiding a trio of reimbursement fund payments that local governments and schools receive, costing the entities roughly \$1.3 billion.

The tax changes quicken the pace of phase-outs of payments to local governments and school districts for previous changes in state policy. The changes were made during electric deregulation in 1999 and when lawmakers overhauled business taxes in the 2005 budget. That \$1.3 billion is then moved into the state's general revenue fund to pay for state government programs.

Kasich's budget also includes extensive privatization moves, including selling off five state prisons for \$200 million and the leasing of the state's liquor distribution network to JobsOhio, Kasich's private development board.



Marvin Fong, The Plain Dealer

Gov. John Kasich's budget proposal hits local governments and schools hard.

Previous stories

March 14: **Ohio tax loopholes worth closing: Zach Schiller**

March 13: **How The Plain Dealer gives readers a crack at balancing Ohio's budget: Ted Diadiun**

March 11: **20 years of talk may come to action: Brent Larkin**



The budget proposal takes steps to prepare for the possible sale of the state turnpike, but the sale proceeds are not included in the budget.

The main payment made by the state to school districts -- known as the state's foundation formula -- goes up slightly in Kasich's budget -- 1.4 percent in 2012 and 1.3 percent in 2013.

However, the total amount that school districts get drops by 11.5 percent in 2012, and 4.9 percent in 2013. That adds up to a drop of \$3.14 billion over both years combined -- a sum that includes the loss from the tax policy changes as well as the loss of federal stimulus funds used to prop up the current budget.

Library funding under Kasich's plan drops by 5 percent each year for a total cut of \$168 million over both years.

Timber sales and oil and gas drilling on state parkland is included in Kasich's plan and a sentencing reform piece that keeps low-level offenders out of jail is also part of the two-year spending blueprint.

At the Ohio Department of Job and Family Services, the state's largest single agency, a \$6 million pot of money for funding children's hospitals is zeroed out.

It isn't immediately clear how expected Medicaid restructuring within ODJFS shakes out in Kasich's budget, but major savings are expected to come in this area.

The state's Medicaid program, which serves 2.1 million low-income children, families, older adults and Ohioans with disabilities, represents roughly 30 percent of the state's general revenue fund budget.

Overall, the state's "all-funds" budget is \$112 billion, a drop of 5.3 percent in the first year and a 1.3 percent rise in the second year when compared with the state's current all-funds budget. In terms of the state's general revenue fund numbers, the budget rises by 5.1 percent in 2012 and 6.3 percent in 2013.

The Kasich administration says in the budget proposal that it is expecting continued modest economic growth, with employment rising by 1.1 percent in 2012, and 1.3 percent in 2013. The tax policy changes

March 6: **Foreshadowing a tough Ohio budget: Thomas Suddes**

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Oct. 13: **Ohio is stuck on what 'everybody knows': Kevin O'Brien**

More about Ohio's budget

that hit local governments and schools, combined with natural tax revenue growth, will mean revenues growing by 7 percent in each year of the budget.

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Exhibit #5

[« Back](#)



Ohio's new budget cuts funding to local governments

Posted: Jul 01, 2011 5:41 PM EDT
 Updated: Jul 01, 2011 5:57 PM EDT

By Matt Wright - email

(WTOL) - One day after Ohio Governor John Kasich signed a new 2 year, \$56 billion budget into effect, local governments are sorting out what it means for them.

The state budget doesn't raise taxes, but it does push a financial burden onto Ohio's local governments. It reduces the local government fund that provides tax money to local municipalities and phases out the personal property and estate taxes.

In Findlay Thursday, Governor Kasich said it's time local governments become more creative and look at options like shared services.

"There ain't a local government I know of in this state that can't be far more efficient. They need to change the way they do business," Kasich said.

That means cuts in cities like Oregon. Over the next three years, Oregon stands to lose more than \$1 million. Sylvania will suffer a similar loss.

"These are local tax dollars that are sent to the state. We're just not going to be getting our share back that we did traditionally," said Mike Beazley, Oregon's City Administrator.

Beazley says the city and Oregon School District will be hit especially hard by the phase out of the personal property tax, which taxed industrial. Beazley says Oregon will find ways to cut back on overhead and doesn't expect layoffs or tax increases. City employees did not receive raises this year.

"It is a challenging time for local governments, and every local government is in a different situation," Beazley said. "Our families have had to cut back, our businesses have had to cut back and government does have to cut back."

The estate tax will end in 2013. Ottawa Hills Finance Director Karen Urbanik says 80 percent of the estate tax went directly to local governments. The village is sorting out how it will deal with an average loss of \$700,000 it received from the estate tax every year.

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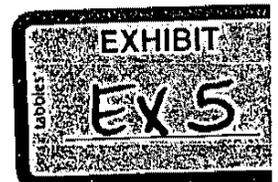


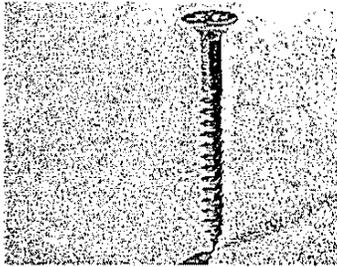
Exhibit #6

THE RIGHTS STUFF
Economic Politics The Source

PREVIOUS PAGE

Who's Getting Screwed by Ohio's Budget Cuts?

By Mac McClelland | The Daily Beast | 03/20/13
48 | Target: 2013 | 100% | 09/1



Editors' note: Mac McClelland is spending a month in her home state of Ohio, reporting on the Wisconsin-style showdown involving Republican Governor John Kasich, public employees, unions, teachers, students, and struggling middle-class families.

Wildly unpopular Republican Ohio governor John Kasich has a proposal: to cut \$8 billion from his state's 2011-2013 budget. Despite plenty of controversy since he unveiled the plan in March,

both the Republican-controlled state House and Senate have passed versions of it. The only thing left to do is sort out the differences in conference committee before final passage at the end of the month.

While Kasich is indeed facing a gaping budget hole (though some say he's exaggerating its size), many argue that the reforms unfairly punish lower-income Ohioans. Democratic representatives say it "balances the budget on the backs of the middle class." One provision gets rid of the estate tax, which applies to only the top eight percent of estates, and another would enact income-tax cuts that return way more money to Ohio's top earners. Let's break down who's carrying the bulk of the proposed budget's burdens:

State workers: Local governments are probably the biggest losers in Kasich's budget, losing 50 percent of their funding by the second year of the plan. And prison workers worry that the provision to sell off Ohio's prisons will lead to layoffs. Altogether, a report by think tank Innovation Ohio estimates, the budget will cause a loss of 51,000 state jobs.

People who enjoy learning and/or teaching stuff: Education loses 11.5 percent of its current funding in the Kasich budget. According to the Ohio Education Association, that would mean firing 10,000 teachers. Cleveland schools are already planning to lay off at least 500 educators. At the university level, the cuts average 13 percent. Ohio State, one of the largest universities in the nation, soon will be presenting its plan to account for the deficit to its board. Spokeswoman Shelly Hoffman says the budget-balancing measures include early retirements, not filling vacancies, and raising tuition for the second year in a row.

People who go to libraries or whose houses catch on fire: Mike Gillis, communications director of the AFL-CIO, says the union's concerns with the budget are "too long to list," but that problem number one is "definitely the massive loss of public sector jobs." Those cuts won't just affect state workers. Library funding, for example, will be cut 5 percent, on top of a 30 percent cut since 2000, while demand for services has grown 23 percent in the same period. And since a lot of Ohio cities spend much of their funds on public safety, cuts to local governments mean big hits to fire and police departments. Like in Circleville, where Mayor Chuck Taylor is fretting about how to maintain the town's infrastructure. "We're cut to the bone now," he told the Columbus Dispatch. "I don't know what we are going to do. It's going to be devastating to us, to be honest."



HURON COUNTY HEALTH PLAN
Open Enrollment Form
May 1, 2011 through April 30, 2012

Name: _____
Address: _____
City, State, Zip: _____
County Department: _____

Medical and Dental Elections and Employee Co-pay Obligations

Employee contribution
8.9540
8.9540

<p>Option I: <u>Standard PPO</u></p> <p><input type="checkbox"/> Single - \$47.23 per Month</p> <p><input type="checkbox"/> Family - \$120.43 per Month (full cost = \$527.13/\$1,344.17 per month)</p>	<p>Option II: <u>Basic PPO</u></p> <p><input type="checkbox"/> Single - \$34.48 per Month</p> <p><input type="checkbox"/> Family - \$87.90 per Month (full cost = \$488.15/\$1,244.79 per month)</p>
<p>Option III: <u>Health Savings Account Plan</u></p> <p><input type="checkbox"/> Single - \$ 4.38 per Month</p> <p><input type="checkbox"/> Family - \$11.17 per Month (full cost = \$316.69/\$807.56 per month)</p>	
<p>Waiver of Coverage <input type="checkbox"/> I choose to waive coverage of all medical benefits listed</p>	

7.10/c
7.10/c

<p><u>Guardian Dental</u></p>	<p><input type="checkbox"/> Single - \$25.62 per Month</p> <p><input type="checkbox"/> Family - \$72.86 per Month</p> <p><input type="checkbox"/> Waive Dental Coverage</p>
--------------------------------------	---

I understand that my election will continue for the period May 1, 2011 through April 30, 2012 unless I experience a change in my family or employment status, such as marriage, divorce, birth, layoff, etc.

- PRE-TAX ELECTION:** Please check this box for your employee contribution to be made on a pre-tax basis, not subject to Federal, State and other applicable taxes.
- POST-TAX ELECTION:** Please check this box for your employee contribution to be made on a post-tax basis, subject to Federal, State and other applicable taxes.

Forms may be returned sooner, but no later than April 25, 2011.

Signature

Date

(AFLAC enrollment form is the top sheet of a separate marketing packet produced solely by AFLAC.)



Exhibit #8

IV. APPENDIX

As referred to on page 5 in a footnote, Table 4.1 contains the average employee contributions to single and family premiums, when such a contribution is required. Plans where employees pay \$0 toward the medical premium are excluded when calculating this average.

Table 4.1: 2011 Average Monthly Employee Contributions to Medical Premiums When a Contribution is Required

Comparison Group	Single				Family			
	Dollar Amount	st. error	% of Premium	# of plans	Dollar Amount	st. error	% of Premium	# of plans
STATEWIDE	\$54	1.2	11%	1025	\$131	3.6	12%	1075
State of Ohio	\$72	3.0	17%	3	\$209	8.1	18%	3
Counties	\$70	6.6	14%	74	\$204	19.0	16%	74
Less than 50,000	\$83	13.3	15%	32	\$219	18.6	17%	32
50,000 - 149,999	\$60	6.0	13%	26	\$194	45.2	15%	26
150,000 or more	\$60	10.6	13%	16	\$192	33.8	15%	16
Cities	\$51	2.5	11%	131	\$123	5.4	10%	138
Less than 25,000	\$52	3.1	11%	95	\$125	6.6	10%	101
25,000 - 99,999	\$47	3.9	10%	33	\$120	9.8	9%	34
100,000 or more	\$46	10.9	9%	3	\$104	24.4	9%	3
Townships	\$41	5.7	9%	37	\$126	23.0	12%	39
Less than 10,000	\$40	4.8	10%	11	\$106	26.6	8%	14
10,000 - 29,999	\$43	12.0	9%	17	\$136	49.9	9%	16
30,000 or more	\$38	5.1	9%	9	\$139	13.2	21%	9
School Districts & ESCs	\$51	1.4	11%	630	\$144	4.4	12%	669
Less than 1,000	\$48	2.2	10%	148	\$134	7.3	11%	167
1,000 - 2,499	\$55	2.6	11%	279	\$154	6.7	13%	287
2,500 - 9,999	\$48	2.2	10%	184	\$135	8.8	11%	195
10,000 or more	\$55	6.9	11%	19	\$190	31.2	13%	20
Colleges & Universities	\$62	7.1	14%	29	\$160	20.1	13%	29
Health & Fire Districts	\$73	10.7	13%	24	\$211	29.5	15%	25
Metro Housing & Port Auth	\$49	4.9	11%	30	\$178	24.8	15%	30
Regional Transit Authorities	\$63	3.1	11%	5	\$179	10.6	11%	5
REGION								
1 - Akron/Canton	\$42	1.6	9%	212	\$98	3.4	9%	219
2 - Cincinnati	\$51	2.5	12%	120	\$162	11.8	14%	121
3 - Cleveland	\$52	3.0	11%	141	\$134	9.2	10%	144
4 - Columbus	\$68	3.6	13%	161	\$204	10.6	15%	175
5 - Dayton	\$62	3.0	13%	123	\$170	7.6	13%	133
6 - Southeast Ohio	\$63	4.7	12%	34	\$190	15.5	13%	57
7 - Toledo	\$58	4.5	12%	137	\$176	12.6	14%	148
8 - Warren/Youngstown	\$38	2.8	8%	77	\$90	6.4	8%	78
EMPLOYEES COVERED								
1 - 49	\$60	4.6	12%	122	\$173	13.1	14%	132
50 - 99	\$53	2.8	11%	142	\$148	8.9	13%	151
100 - 149	\$54	2.4	11%	183	\$148	6.6	11%	202
150 - 249	\$57	3.1	12%	210	\$159	8.8	12%	214
250 - 499	\$51	2.2	11%	209	\$144	8.2	12%	219
500 - 999	\$47	2.7	10%	102	\$123	8.6	10%	104
1,000 or more	\$60	5.1	12%	44	\$181	18.0	13%	45



EXTERNAL COMPARISON OF WAGE RATES, SHERIFF'S OFFICE OFFICE EMPLOYEES

Exhibit # 9

<u>County</u>	<u>Population</u>	<u>Positions</u>	<u>Hourly Rate</u>	<u>Contract Yr.</u>
Butler County Sheriff	368,130	Clerical Specialist X	\$20.11	2010
Butler County Sheriff	368,130	Clerical Specialist IX	\$19.51	2010
Butler County Sheriff	368,130	Clerical Specialist VIII	\$18.95	2010
Butler County Sheriff	368,130	Clerical Specialist VII	\$18.40	2010
Butler County Sheriff	368,130	Clerical Specialist VI	\$17.98	2010
Butler County Sheriff	368,130	Clerical Specialist V	\$17.56	2010
Butler County Sheriff	368,130	Clerical Specialist IV	\$17.15	2010
Butler County Sheriff	368,130	Clerical Specialist III	\$16.48	2010
Butler County Sheriff	368,130	Clerical Specialist II	\$15.62	2010
Butler County Sheriff	368,130	Clerical Specialist I	\$14.67	2010
Lawrence County Sheriff	62,450	Clerk 0-4 yrs.	\$12.48	2011
Lawrence County Sheriff	62,450	Clerk 5-9 yrs.	\$12.91	2011
Lawrence County Sheriff	62,450	Clerk 10-14 yrs	\$13.28	2011
Lawrence County Sheriff	62,450	Clerk 15+ yrs.	\$13.65	2011
Lawrence County Sheriff	62,450	Clerk Supervisor	\$14.25	2011
Lake County Sheriff	230,041	Clerk 5+ yrs.	\$19.41	2010
Lake County Sheriff	230,041	Clerk Coordinator 5+ yrs.	\$21.37	2010
Lake County Sheriff	230,041	Clerk 2 yr.	\$17.97	
Scioto County Sheriff	86,565	Clerk , step 5 (73-96 mos.	\$14.78	2009
Muskingum County Sheriff	69,795	Clks & Secretaries	\$18.10 max.	2011
Morrow County Sheriff	15,646	Records Clk.	\$14.36 max.	2011
Miami County Sheriff	52,632	Secretary I	\$14.74 max.	2011



Name	Insurance Cost per Month	Insurance Cost per Year	Employee Pays per Year	Employer Cost per Year	Employer Pays per Year	Hourly Rate	Ann. Wage	Roll-out for Welds Exam	Roll-out for OPPERs	Date of Hire	Longevity	Total Comp.
Beverly Bayler	\$1,344.17	\$16,130.04	\$129.43	\$1,445.16	\$1,223.74	\$21.06	\$13,894.80	\$700.88	\$6,112.67	5/7/1979	\$2015.00	\$67,338.23
Erinny Schaeffer - CEO	\$1,344.17	\$16,130.04	\$129.43	\$1,445.16	\$1,223.74	\$23.17	\$14,684.88	\$271.10	\$6,747.10	2/11/1988	\$1,495.00	\$71,891.68
Carol Smith - Secretary	\$1,344.17	\$16,130.04	\$129.43	\$1,445.16	\$1,223.74	\$17.09	\$14,684.88	\$582.07	\$5,093.09	8/25/1997	\$910.00	\$57,649.24
			\$118.07	\$1,416.84								\$196,879.15
		Ins. Cost 2010 > Difference:	\$2.30	\$28.32								



Comparison of Huron County Support Staff Wages 12/14/2011

Exhibit # 11

	Hourly Rate		Hourly Rate
<u>Clerk of Courts</u>	\$12.00	<u>Victims Assistance</u>	\$11.08
	\$11.00		\$15.21
	\$11.00		\$14.31
	\$12.50		
	\$12.75	<u>Auditor</u>	\$11.47
	\$11.40		\$15.35
	\$16.35		\$15.80
			\$13.00
<u>Recorder</u>	\$9.18		\$15.75
	\$11.57		\$14.25
	\$9.18		\$24.55
			\$13.75
<u>Common Pleas Court</u>	\$12.00		\$14.10
	\$16.76		\$20.00
	\$16.76		\$16.50
	\$22.51		
	\$14.25	average	\$15.25
		median	\$14.18
<u>Juvenile Court</u>	\$12.91		
	\$16.08		
	\$18.93		
	\$20.48	<u>Sheriff</u>	\$17.49
	\$12.91		\$23.17
	\$24.89		\$21.06
	\$12.71		
	\$22.03	average	\$20.57
	\$20.57	median	\$21.06
	\$14.71		
	\$15.01		
	\$12.91		
	\$21.34		
<u>Treasurer</u>	\$10.25		
	\$14.10		
	\$11.25		
<u>Commissioners</u>	\$20.80		
	\$16.60		
<u>EMA</u>	\$20.82		
<u>Prosecutor</u>	\$14.00		
	\$16.00		
	\$10.00		
	\$20.80		



Exhibit # 12

Auditor
Sheriff

ER - County mail 12/11/08
file

December 11, 2008

08-457

RESOLUTION

IN THE MATTER OF ACCEPTING AN AGREEMENT BETWEEN FOP OFFICE EMPLOYEES AND THE HURON COUNTY SHERIFF

Gary W. Bauer moved the adoption of the following resolution:

WHEREAS, negotiations between the Huron County Sheriff and the Fraternal order of Police representing office employees concluded on November 30, 2008 with a tentative agreement; and

WHEREAS, pertinent changes are as follows:

Wages: The wages for this unit were the same as the OPBA. Three percent (3%) in each of the three (3) years of the agreement.

Insurance: The insurance provision for this unit remained the same. The Commissioners still have the ability to set the insurance rates with 30 days notice. The unit attempted to change the language to give the FOP employees the same insurance premiums as the lowest premiums paid by employees.

Article 2 SICK LEAVE: The sick leave cash-out provision was changed to match the other members of the Sheriff's Dept.

Article 12 BEREAVEMENT: The bereavement leave provision was changed to restrict bereavement leave to immediate family only.

Article 12 HOLIDAY: Two holidays were added as time-and-one-half holidays to match the OPBA unit; now therefore

BE IT RESOLVED, that the Board of Huron County Commissioners hereby accepts the agreement between the FOP Office employees as attached hereto and incorporated herein; and further

BE IT RESOLVED, that the foregoing resolution was adopted and all actions and deliberations of the Board of Commissioners of the County of Huron, Ohio, relating thereto were conducted in meetings open to the public, in compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Ralph A. Fegley seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

RESOLUTION
The Board of Huron County Commissioners
do hereby accept the above agreement
which was passed on 12/11/08
and reported in the Commissioners Journal
on 12/11/08
CLERK

Yes Mike Adelman
Yes Gary W. Bauer
Yes Ralph A. Fegley

EXHIBIT
EX 12

Exhibit # 12-a

STATE EMPLOYMENT RELATIONS BOARD ANNUAL WAGE SETTLEMENT REPORT

Wage Settlement Breakdown (2001-2010)

Comparison Group	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
<i>Statewide</i>	3.78	3.59	3.10	2.79	2.72	3.01	2.98	2.92	2.15	1.26
<i>Regions</i>										
(1) Akron/Canton	3.68	3.43	2.87	2.81	2.73	2.85	2.97	2.87	2.38	1.14
(2) Cincinnati	4.21	4.09	3.45	3.47	2.91	3.03	3.32	3.00	2.10	1.20
(3) Cleveland	3.73	3.58	3.33	2.83	2.79	2.99	3.06	2.88	2.18	1.34
(4) Columbus	3.86	3.87	2.96	2.99	2.75	3.13	2.93	3.16	2.31	1.51
(5) Dayton	3.65	3.56	3.31	2.83	2.55	3.11	2.91	3.00	2.17	1.23
(6) Southeast Ohio	3.53	2.92	3.23	2.70	2.83	3.17	2.87	2.84	2.25	1.23
(7) Toledo	3.62	3.39	2.81	2.39	2.56	2.93	2.97	2.71	2.07	1.16
(8) Warren/Youngstown	4.22	3.52	3.10	2.25	2.58	3.10	2.68	2.70	1.36	0.98
<i>Jurisdiction</i>										
City	3.78	3.64	3.12	2.99	2.77	3.05	3.19	3.18	2.46	1.39
County	3.65	3.49	2.78	2.60	2.92	3.03	2.98	3.16	1.74	.94
Township	4.35	4.21	3.70	3.25	3.22	3.26	3.40	3.00	2.82	1.99
School District	3.62	3.54	3.19	2.64	2.47	2.61	2.62	2.52	1.71	1.07
<i>Unit Type</i>										
Police	3.90	3.86	3.28	2.99	2.98	3.23	3.22	3.23	2.43	1.39
Fire	3.88	3.87	3.45	3.29	2.70	3.00	3.21	3.33	2.47	1.74
Teacher	3.59	3.59	3.13	2.51	2.43	2.62	2.56	2.55	1.59	0.96
Other	3.71	3.35	2.86	2.74	2.72	3.01	2.98	2.82	2.24	1.22
<i>Contract Year</i>										
First Year	4.00	3.81	3.15	2.65	2.69	3.08	3.03	3.02	2.09	1.04
Second Year	3.67	3.59	3.18	2.98	2.85	3.04	3.01	2.98	2.46	1.77
Third Year	3.63	3.58	3.26	3.22	3.00	3.01	3.10	2.93	2.65	2.12



HURON COUNTY AUDITOR ROLAND TKACH

12 East Main Street Suite 300
Norwalk, OH 44857
419-668-8643
419-663-6948 FAX
roland_t@hmccltd.net

December 15th 2011

Huron County Commissioners
180 Milan Ave.
Norwalk, OH 44857

Dear Commissioners:

Here are the numbers you requested today.

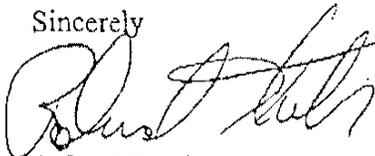
Tangible Personal Property (TPP) General Fund Revenue #10101 (State of Ohio)			
2010	2011	2011	2012
\$292,931 Actual	\$250,000 Est.	\$123,356 Actual	ZERO

Local Government Money (LGF) General Fund Revenue #10110 (State of Ohio)		
2010	2011	2012
\$783,831 Actual	\$783,574 Actual	\$558,400 Est.

Fund #740 Undivided Local Government the current balance is \$374,810.54.
This money is outside of the General Fund not included in the revenue estimate for the
Huron County General Fund.

If you have any more questions feel free to contact me.

Sincerely



Roland Tkach
Huron County Auditor



Joseph W. Gardner
ATTORNEY AT LAW
4280 BOARDMAN-CANFIELD ROAD
CANFIELD, OHIO 44406

STATE EMPLOYMENT
RELATIONS BOARD

2012 JAN -9 P 1:00

PHONE: (330) 533-1118
FAX: (330) 533-1025
JWG1118@sbcglobal.net

January 5, 2012

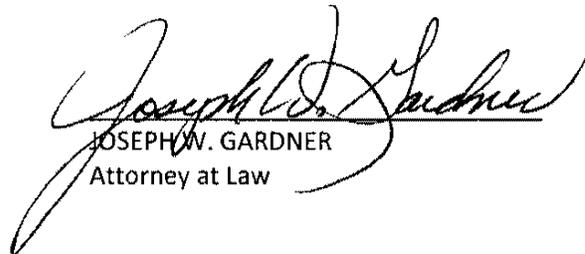
EDWARD TURNER
Administrator, Bureau of Mediation
65 East State St., 12th Floor
Columbus, OH 43215-4213

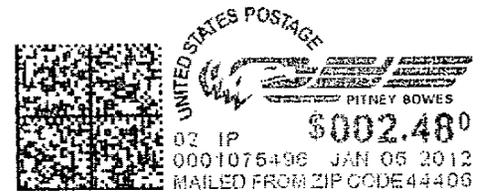
**Re: Fraternal Order of Police, Ohio Labor Council, Inc. & Huron County Sheriff
SERB Case No.: 11-MED-08-1023**

Dear Mr. Turner:

Please find enclosed the Fact Finding Report for the above referenced case. If you should have any questions, please do not hesitate to contact me.

Very truly yours,


JOSEPH W. GARDNER
Attorney at Law



JOSEPH W. GARDNER
ATTORNEY AT LAW
4280 BOARDMAN-CANFIELD ROAD
CANFIELD, OHIO 44406

TO:

EDWARD TURNER
Administrator, Bureau of Mediation
65 East State St., 12th Floor
Columbus, OH 43215-4213