

**OHIO STATE EMPLOYMENT RELATIONS BOARD
IN THE MATTER OF FACT-FINDING BETWEEN**

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

and

**2013-MED-03-2043
2013-MED-03-2044
2013-MED-03-2045
2013-MED-03 2046**

THE HURON COUNTY SHERIFF'S OFFICE/

**PRESENTED TO:
Don M. Collins- Administrator,
Bureau of Mediation
State Employment Relations Board
65 East State Street, Suite 1200
Columbus, Ohio 43215-4213**

And

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And

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Before Fact Finder: Betty R. Widgeon

Introduction

Huron County is a rural, agricultural County in north central Ohio with a population of approximately 59,200. The population in 2012 was down roughly .6% from its 2010 population. Seventy-four percent of the residents own their homes, compared to the state average of 68.7% home ownership. The per capita income (\$22,005) is slightly lower than the state average (\$25,618). The median household income in Huron County (\$48,358) is slightly above statewide median (\$48,071). However, the County has lost several industries over the past decade and the upcoming relocation of the Norwalk plant to another state could result in the loss of up to 300 jobs. That move could spike the County's unemployment rate from 11% to one of highest unemployment rates in the Country. The General Fund revenues reported for 2012 were \$13,535,138; the General Fund expenditures were reported at \$11,962,162. Sales taxes represent a major portion of the County's revenue.

Background

This Fact Finding arises pursuant to the Ohio Revised Code, Section 41117.14, between the Ohio Patrolmen's Benevolent Association (Union) and the Huron County Sheriff's Office (Employer). The report of Betty R. Widgeon who was selected as Fact Finder is issued below.

The underlying negotiations between the Employer and the Union involve successor Collective Bargaining Agreements for all full-time employees in the classifications of Dispatcher and Jail Assistance Officer; Corrections Officer and Corrections Corporal; Patrol Officer, Patrol Corporal, Juvenile Investigator, and Process Server; and Captain, Lieutenant, Sergeant and Dispatch Sergeant. The Fact Finder initiated pre-hearing communication with the parties' representatives in the form of emails. During those communications the parties

stipulated to extensions of time until September 13, 2013 for the hearing and October 2, 2013 for issuance of the fact-finding report. The parties met on 8 occasions for negotiation and/or mediation sessions in order to try to reach agreement on the terms of the successor contracts. Despite those attempts the parties were unable to resolve the remaining single issue of insurance.

Each representative submitted a prehearing statement on September 11, 2013 via email attachment. The hearing was held at the offices of the Employer located at the Huron County Administration Building, 180 Milan Ave., Norwalk, OH 44857, 2nd Floor, Meeting Room D. The Fact Finder offered the parties the opportunity to engage in additional mediation, but proceeded with the hearing when there was no mutual agreement to attempt further mediation.

Tentative Agreements Incorporated by Reference

The parties were able to reach Tentative Agreements (TAs) with respect to eleven issues. Those issues are listed below.

Article 1	OPBA Recognition
Article 4	Employee Rights
Article 6	Corrective Action
Article 11	Grievance Procedure
Article 12	Sick Leave
Article 16	Vacations
Article 18	Layoffs
Article 24	Wages and Compensation
Article 29	Shift Bidding (Command)
Article 30	Work Rules
Article 35	Definitions

The Fact Finder incorporates those TAs by reference and hereby includes each of them as a part of her Fact Finding recommendations.

REMAINING ISSUE – INSURANCE

Current Language

Article 22, Section 22.1 Effective August 1, 2008, employees shall be given the same choice of coverage, at the same cost as provided to non-bargaining employees of Huron County. Should the Employer wish to change the coverage or 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.

Language Proposed by the Union:

Article 22, Section 22.1 Effective August 1, 2008, employees shall be given the same choice of coverage, ~~at the same cost~~ as provided to non-bargaining employees of Huron County. Should the Employer wish to change the coverage or 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. *Employees shall pay no more than 12% of the total cost of health care premiums.*

Union's Rational

The Union points out that the County has a healthy fund balance and boasts an *AA* credit rating. The Union highlights that the County's current financial situation is secure and underscores that the County makes no claims of being currently unable to afford the proposed hard cap. The Union characterizes the Employer's actions as amounting to a unilateral and unnecessary shifting of costs to employees with respect to a mandatory bargaining subject matter. The Union contends that, though the actual costs of healthcare are rising, the increase the County is demanding of Union members is disproportionately large in comparison to the overall increase in premiums and the percentage of that increase absorbed by the Employer.

Language Proposed by the Employer:

The Employer proposes that the current language remain—no changes.

Employer's Rationale

The Employer begins with the premise that healthcare costs are rising and that the Affordable Care Act, while its exact effects are still unknown, is likely to cause costs to rise even more. The good credit and workable fund balance only exist as a result of careful measures taken by the County to cut costs and save where possible. The Employer stresses that these results are the fruit of well-judged management and are indications that the County is prudent, not that it is wealthy. Furthermore, other bargaining units as well as non-bargaining employees – including some who make less than the Union members in question—have agreed to the current language. The Employer believes it reasonable to expect uniformity among its employees. If the other employees can accept the language of Section 22.1 and whatever employee contribution rate the Employer deems proper, the members of this bargaining unit should be able to do so as well.

FACT FINDER'S ANALYSIS**A. Criteria for the Fact Finder**

Rule 4117-9-05 sets forth the criteria the Fact Finder is to consider in making recommendations.

1. Past collectively bargained agreements, if any.
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees 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 standards of public service.

4. The lawful authority of the public employer.
5. Any stipulation of the parties.
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

B. Strength of the Parties' Positions

Both sides presented comparables for the Fact Finder's consideration. While the Employer spoke broadly, comparing both state and national statistics and trends, (Employer Exhibits 1,2,3,6, & 16) the Union provided comparables of surrounding counties within Ohio (Union Exhibit 1). Although the Fact Finder takes note that in some locations employees contribute up to 25% of the healthcare costs, the Union's comparables were more helpful overall than the aggregate nation-wide data in helping the Fact Finder understand the particular situation faced by the residents of Huron County those in the immediately surrounding counties.

C. Conclusion

From the data presented at the fact-finding hearing, the Fact Finder observes that the County is currently in good financial shape and it possesses a healthy credit rating. At this time the County may well be able to afford a hard cap fixed at the current employee contribution amount (12.05%); however, this arrangement will only work as long as the overall healthcare costs do not push against the Employer's budgetary limitations. The effects of the Affordable Care Act are unknown at this point, and, while change is expected, it is not expected to be astronomical. Still, it is the economic reality is that healthcare costs are rising

all over the country, and it is reasonable to expect that the current cap will need to be raised in order to address the overall escalating healthcare costs.

RECOMMENDATION

For the reasons stated above, the Fact Finder recommends the language below for Article 22, Section 22.1.

Effective August 1, 2008, employees shall be given the same choice of coverage, ~~at the same cost~~ as provided to non-bargaining employees of Huron County.

Given the current Employee contribution of health care costs, unless a higher amount is bargained for,
(1) *The Employees' portion of any increase in health care premiums shall be increased by no more than 2% per contract year, and*
(2) *Employees shall pay no more than 18% of the total cost of health care premiums during the contract term.*

Should the Employer wish to change the coverage or plan design or premium paid, consistent with the above provision, the Employer will provide 30 days' notice to the Union prior to the change becoming effective.

Respectfully submitted and issued this 1st day of October 2013.



Betty R. Widgeon

Certificate of Service

I, Betty R. Widgeon hereby certify that a true copy of the foregoing Fact Finder's Report was served by electronic mail¹ via email attachment upon **Sue E. Bommer, SPHR, M.Ed**, representative for the Employer, at sbommer@gmail.com and **Jonathan J. Winters, Esq.**, Attorney for the Union at jwinters@afwlaw.com **as stipulated by the parties**, upon the Ohio State Employment Relations Board (via **Don M. Collins, Bureau of Mediation State Employment Relations Board, 65 East State Street, Suite 1200, Columbus, Ohio 43215-4213**) by first class mail, this 1st day of October 2013.



Betty R. Widgeon