

BEFORE  
ALAN M. WOLK, J.D.  
IMPARTIAL CONCILIATOR

2012 JAN -6 P 3: 38

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF CONCILIATION BETWEEN:	)	
	)	
FRATERNAL ORDER OF POLICE	)	
OHIO LABOR COUNCIL, INC.	)	
	)	
UNION	)	SERB NO. 10-MED-10-1573
	)	CONCILIATION
and	)	
	)	FINAL SETTLEMENT AWARD
STARK COUNTY BOARD OF COMMISSIONERS	)	
	)	
EMPLOYER	)	

APPEARANCES:

For The Employer:  
Leslie Iams Kuntz of  
Krulak, Wilkins, Griffiths & Dougherty

For the Union:  
Gwen Callender  
General Counsel/FOP Ohio

Authority

On September 1, 2011, Factfinder Susan Grody Rubin issued a Report and Recommendations with respect to contractual issues at impasse.

Thereafter, pursuant to Ohio Revised Code\*, and (via email) dated October 12, 2011 issued by SERB, the undersigned was selected to serve as impartial conciliator to conduct a hearing and, after considering evidence and arguments, to approve or reject, on an issue-by-issue basis without modification, each party's final offer regarding issues remaining at impasse.

In compliance with Ohio Administrative Regulations\*\* final position statements, including required copies of the previous Collective Bargaining Agreement, were submitted (via email) at least five (5) days prior to the hearing to the opposing parties and to the conciliator within the prescribed time.

Of thirteen (13), six (6) were settled at that hearing; three (3) were settled after fact-finding. Of the remaining four (4) issues, one was settled at the start of the Conciliation hearing, i.e. ARTICLE 27 MEDICAL INSURANCE. Thus, three (3) issues remained at impasse for the Conciliator to determine: ARTICLE 19 – VACATION; ARTICLE 37 – PERSONAL LEAVE; AND ARTICLE 36 – WAGES.

\*Chapter 4117, Section 4117.14(D) 1

\*\* [as required by Section 4117.14(G) (3), 4117.14(C) (3), and OAC Rule 4117-9-08 (E) (4), and 4117-9-05 (F)]

Upon mutual agreement, on Thursday December 15, 2011 hearing was held commencing at 10 a. m. in the 911 center of the Stark County Safety Center, 4500 Atlantic Blvd, Canton, Ohio 44705, and thereafter concluded. A court reporter was not present nor provided by either party.

## SUBMISSION

### I Parties

The Union is the Fraternal Order Of Police, Ohio Labor Council, Inc.

The Union's principal representative is GWEN CALLENDER, General Counsel, 222 E. Town Street, Columbus, Ohio 43215, [gcallendar@fopohio.org](mailto:gcallendar@fopohio.org)

The Employer is The Stark County Board of County Commissioners.

The Employer's principal representative is LESLIE IAMS KUNTZ of Krulak, Wilkins, Griffiths & Dougherty, 4775 Munson Street N.W. /P.O Box 36363, Canton, Ohio 44735-6963 [likunta@kwgd.com](mailto:likunta@kwgd.com)

### II Description of the Bargaining Unit

The Stark County 911 Unit consists of approximately 17 bargaining unit members in the classification of 911 Operator: 9 are 40-hour employees; 3 are 32-hour employees; 3 are 16-hour employees; two (2) are "on call" employees.

### III Current Collective Bargaining Agreement

The previous Collective Bargaining Agreement commenced February 1, 2009 and expired January 31, 2011.

### Proceedings

Opening statements were presented along with multi-tab evidentiary notebooks as supporting exhibits. The advocates for each party explained the contents containing: *Position Statements*, including the final positions of the parties; a list of *unopened articles*; a copy of the *factfinder's report*; all *tentative agreements* initialed and dated; *the recently expired collective bargaining agreement*; and other documentary and supporting evidence. Without objection these became part of the record in this matter. Sworn testimony was received from witnesses. Closing arguments were permitted but essentially waived.

### The Parties

Stark County, located in Northeast Ohio, encompasses some 576 square miles and 52 jurisdictions, including seven (7) cities, as well as townships and villages. Some have their own 911 system. The 2010 census reports the County has 375,586 residents, constituting the 7th largest population in the State of Ohio. The County created its unique 911 system in 1990.

The Communication Workers of America, AFL-CIO initially represented the bargaining unit from 1994 to 2001. However, since 2001 the union has been represented by the Fraternal Order of Police, Ohio Labor Council, Inc. [FOP], with whom the County has negotiated four (4) successive collective bargaining agreements.

### Duties

Sheriff's "dispatchers," whose duties, among others, involve direct communication with road patrols, undergo up to six (6) months, thru APCO [Association of Professional Communication Operators], which provides training and certification in dispatcher telecommunications certification and related regulations; they are also receive CPR training. Some are trained on LEADs communication, others are not. Sheriff's Dispatchers are funded and employed separately by the Stark County Sheriff.

During July 2011, 911 operations were moved into the Sheriff's Office dispatch center pursuant to an agreement that compensates the Sheriff's Office \$4,350.67 monthly. Thus, 911 Operators work side-by-side with the Sheriff's Dispatchers on 24-7 shifts. 911 Operators are funded and employed separately by the Board of Commissioners. They are supervised by Sheriff's employees (including evaluations, initiating discipline scheduling vacations and time). They wear uniforms similar to those worn by Sheriff's dispatchers, and they are subject to the Sheriff's work rules unless inconsistent with 911 Operators collective bargaining agreement. The Sherriff's Office administers 911 Operators pay with Board of Commissioners' funds.

911 Operators receive initial calls via land lines and, increasingly, from cell phones, which have inconsistent reception and problems with identification and locating the source of the communication. Then their duties require screening and dispatching 70% to 90% of the calls to various police, fire and medical services throughout Stark County, often under emergency pressure. They receive training for approximately one month.

Although the Commissioners refer to 911 Operators as "call takers" not dispatchers, both positions are highly stressful [Union Tabs 4 and 5]; but require different skill sets.

### Budgeting and Funding

911 operations are funded solely by a voter-approved levy effective 2008 to 2013. Although the current levy was projected to generate \$660,000 annually, the downturn in the real estate market generated only \$530,000 annually for operational and capital improvements.

Annual salary costs have been approximately \$530,732. The costs of benefits approximate an additional \$257,356: This combination amounts to an increase of approximately 22% since 2007.

A ½ percent sales and use tax was adopted by the Commissioners in 2008 in order to consolidate thirteen (13) entities into a single countywide 911 Central Dispatching Center for efficiency and effectiveness. But the tax was repealed in November, 2009. However, in the interim, \$2.75 Million was collected to fund capital purchases and related acquisitions for a single countywide 911 Dispatching Center.

In light of the voters repeal of the sales tax, it is unknown whether voters in a depressed economy can be expected to support the need for a 911 renewal or replacement levy.

Wireless surcharges on cellular devices created a carryover adding to the 911 budget, which funded employee benefits. However, these surcharges end after December 2012 [O.R.C. 4931.61]. The 911 System is not supplemented from any county funds.

Unencumbered dollar carryovers over the past five (5) years have increased and are budgeted to pay for capital projects, particularly to upgrade the cellular phone and other operational equipment, requiring \$3.2 million over the next five years.

#### Stipulations

By agreement of the parties and in compliance with the statutory conciliation process, the following are hereby incorporated by reference and included into the final collective bargaining agreement:

APPENDIX A: list of unopened articles [attached];

APPENDIX B wherein the parties agreed and settled ten of the thirteen issues at impasse (TENTATIVE AGREEMENTS initialed and dated in triplicate separately proved each party and the conciliator).

Otherwise there were no employer proposals in dispute.

#### Issues

As noted above, three (3) issues remained at impasse for the Conciliator to determine: ARTICLE 19 – VACATION (proposing one (1) additional vacation day); ARTICLE 37 – PERSONAL LEAVE (proposing one (1) additional personal leave day); and ARTICLE 36 – WAGES (proposing an automatic increase in base pay at incremental levels of years of service i.e. five (5); ten (10) and fifteen (15) years. [Briefs were not offered by either party].

#### Criteria

In fact-finding and conciliation, full consideration of the statutory criteria pursuant to O.R.C. 4117.14G (7) (a)-(f) and O.A.C. 4117-9-6-(H) (I) (1)-(6) apply as guidelines to take into consideration:

- (a) Past collective bargaining agreements, if any, between the parties;
- (b) Comparison of unresolved issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and 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;
- (c) The lawful authority of the public employer;
- (d) Any stipulations of the parties; and
- (f) 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 agree upon dispute settlement procedures in the public service, or in private employment."

Preliminary discussion

Evidence must be material, relevant and significantly support the positions of each party. Some believe there is a presumption of total validity of any Factfinder's report, similar to appellate courts that will not disturb factual determinations by lower courts but instead confirming or distinguishing only any significant misapplication or misinterpretation of governing law, rules or regulations. Here, the Factfinder's report weighs as significant but not conclusive evidence.

It is noted that to the parties' mutual credit they never stopped negotiating, even after the Factfinder's Report was issued. As conciliation began, one key issue at impasse was whether 911 Operators would agree to pay a portion of their income towards the medical insurance. They had not been required to contribute any portion of medical insurance premiums before. As conciliation was about to commence, the parties negotiated and settled their Medical Insurance impasse. The following are key portions within the settlement:

- "Effective 1/1/12 employees covered by the group health insurance plan shall pay six (6) % of the premium costs in twelve (12) monthly increments."
- "Effective 1/1/13 employees covered by the group health insurance plan shall pay eight (8%) of the premium costs in twelve (12) monthly increments."
- "Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the County's Section 125 Plan."
- "With proof of other coverage (through an Employer other than Stark County) an employee may elect to receive \$100 per month in lieu of participation in the Health Insurance Plan."

Thus, post fact-finding settlements changed contract terms and conditions requiring position adjustments to resolve issues remaining at impasse.

Union Proposals:

I. VACATION DAYS

The union proposal for an additional vacation day as **shown in bold type and underlined** so as to amend the contract language as follows:

"ARTICLE – 19 – VACATIONS

SECTION 1.

Full-time employees and part-time employees regularly scheduled thirty-two (32) hours per week are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which a full-time employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than <b>8.5</b> years	80 Hours
<b>8.5</b> years but less than <del>15</del> <b>10</b> years	120 Hours
<del>15</del> <b>10</b> years but less than <del>25</del> <b>15</b> years	160 Hours
<del>25</del> <b>15</b> years <del>or more</del> <b>but less than 20 years</b>	200 Hours
<b>20 years or more</b>	<b>240 Hours</b>

Such vacation leave shall be accrued by a full-time employee at the following rates:

<u>Annual Vacation Entitled to</u>	<u>Credit per Pay Period</u>
80 Hours	3.1 Hours
120 Hours	4.6 Hours
160 Hours	6.2 Hours
<b><u>200 Hours</u></b>	<b><u>7.7 Hours</u></b>
<b><u>240 Hours</u></b>	<b><u>9.2 Hours</u></b>

A thirty-two hour per week employee shall be entitled to vacation leave based on the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than <b><u>8.5</u></b> years	2.48
<b><u>8.5</u></b> years but less than <del>15</del> <b><u>10</u></b> years	3.68
<del>15</del> <b><u>10</u></b> years but less than <del>25</del> <b><u>15</u></b> -years	4.96
<del>25</del> <b><u>15</u></b> years <del>or more</del> <b><u>but less than 20 years</u></b>	6.16
<b><u>20 years or more</u></b>	<b><u>7.70"</u></b>

Sections 2-11 inclusive are unchanged.

Union supporting reasons:

The Union reduced its proposal so as to apply only to 40 hour and 32 hour employees, not 16 hour employees. 911 operators work alongside dispatchers and will eventually be merged with the dispatcher operations by Stark County. It is argued that vacation time should accrue at the same rate as provided for the dispatchers.

This proposed amendment is consistent with Stark County Agreements with the *Sheriff's* bargaining units.

Commissioner's reasons for rejection:

The Union proposal lacks justification. It is unreasonable and conflicts with or expands vacation provisions governing non-union management employees not in collective bargaining agreements with the *Board of Commissioners* and Stark County unions i.e. the Building Department, Garage, Dog Warden, or Sanitary Engineer.

Factfinder's Report:

In considering a broader proposal now modified to affect only 40-hour and 32-hour operators, instead of including 16 hour and on-call employees, the Factfinder recommended status quo.

Conciliator's analysis and ruling:

Management's reliance on the fact that the 911 Operators' collective bargaining agreement is with the Board of Commissioners ignores the reality that the Board ceded almost total daily control to the Sheriff. This position lacks merit.

The proposal, which affects twelve (12) Operators, imports identical provisions from the Sheriff's agreement with dispatchers thereby reducing the number of years of service necessary to qualify for increases in vacation time. The proposal is not unreasonable.

The union's position is adopted and the employer's position is rejected.

II PERSONAL LEAVE

The union proposal seeks an additional personal leave day as shown in bold type and underlined so as to amend the contract language as follows:

"ARTICLE – 37 PERSONAL LEAVE

SECTION 1.

Full time 40 and 32 hour employees will be entitled to receive a maximum of ~~eight (8)~~ **sixteen (16)** hours of personal leave annually. Employees eligible to receive personal leave will be credited with the appropriate number of hours as soon as possible after January 1<sup>st</sup>. Personal leave may not be carried over into the next year. Any personal leave day not used by December 31<sup>st</sup> will be eliminated from the employee's record."

Union reasons:

The Union reduced its proposal so as to apply only to 40 hour and 32 hour employees, not 16 hour employees. 911 operators work alongside dispatchers and will eventually be merged with the dispatcher operations by Stark County. It is argued that vacation time should accrue vacation time at the same rate as provided for the dispatchers.

It is argued that vacation time should accrue at the same rate as provided for the dispatchers.

This proposed amendment is consistent with Stark County Agreements with the Sheriff's bargaining units consisting of Automotive Mechanics, Clerks, Maintenance Repair Workers, Corrections Officers and Communication Technicians Stark County Deputies, Stark County Sergeants and Corrections Supervisors.

Commissioner's reasons:

The proposal is offered without cost analysis and without justification based on and considering other comparable County Commissioner's bargaining units.

Factfinder's Report:

In considering a broader proposal now modified to affect only 40-hour and 32-hour operators, instead of including 16 hour and on-call employees, the Factfinder recommended status quo.

Conciliator's analysis and ruling:

Management's reliance on the fact that the 911 Operators' collective bargaining agreement is with the Board of Commissioners ignores the reality that the Board ceded almost total daily control to the Sheriff. This position lacks merit.

The proposal, which affects twelve (12) Operators, imports identically, provisions in the Sheriff's agreement with dispatchers thereby reducing the number of years of service necessary to qualify for increases in personal leave. The proposal is not unreasonable.

The union's position is adopted and the employer's position is rejected.

III. WAGES

The union proposal to amend the contract language would raise base wage rates after 5, 10 and 15 years of service, as shown in bold type and underlined:

"APPENDIX A

STARK COUNTY 9-1-1 OPERATORS PAY SCALE

	EFFECTIVE February 1, 2009	EFFECTIVE February 1, 2011
STARTING WAGE	\$ 10.78	\$ 11.10
AFTER PROBATION	\$ 11.15	\$ 11.49
AFTER 1 YEAR OF SERVICE	\$ 11.90	\$ 12.26
<b>AFTER 5 YEARS OF SERVICE</b>		<b>\$12.76</b>
<b>AFTER 10 YEARS OF SERVICE</b>		<b>\$13.50</b>
<b>AFTER 15 YEARS OF SERVICE</b>		<b>\$15.50"</b>



Union supporting reasons:

Currently, ARTICLE 36 Longevity Pay provides longevity pay of 2% of gross pay after 4 up to 15 years; 3% after 15 years up to 20 years; and 4% after 20 years. The Union withdrew its proposal for additional longevity pay but instead seeks three additional steps in the Pay Scale. It argues this is to achieve a livable wages for its severely underpaid bargaining unit members.

Currently, the union points out, a bargaining unit member who works for over twenty (20) years earns no more base pay than one who has worked to a year and a day. In addition to longevity pay, other Stark County employment agreements provide four (4) to five (5) step increases (e.g. Stark County communication technicians, corrections officer, maintenance & mechanics and clerks as well provided for Sheriff's deputies).

The Union position on wages is not generally related to the Dispatchers Pay Scale nor to the anticipated centralization 911 Operations.

Rather, the argument relies upon the withdrawal from seeking more longevity pay [Article 36] and upon negotiated concession allocating percentages to be deducted from each paycheck for Medical Insurance premiums (without any cap) resulting in six (6%) to eight (8%) lower net pay.

The Union rejects the Employers argument that 911 Operators in the bargaining unit are merely "call takers" not comparable to communication technicians or dispatchers. It argues the stress and responsibility is equivalent.

Commissioner's reasons for rejection:

There are no comparable positions to the Stark County 911, except in Clermont County, where "call takers" transfer incoming calls to Emergency Dispatchers and are paid \$11.93 hourly. This is less than Stark 911 Operators who are paid \$12.26 hourly, which is far in excess of SERB averages as well as the budget situation and the County's established pattern of dealing with County employees

The Employer seeks wage freeze during this term of the collective bargaining agreement because (1) trend being established by SERB Annual Wage Reports; thru 2010 many counties reported that raises dropped to 0.94% and will continue to drop in 2011 due to the worsening fiscal crises. (2) Non-union staff at the 911 Department has had only one wage increase and has a wage freeze since January 2008. Factfinder's awards have been rejected by the County with respect to Stark Parks, Stark County Engineer and Stark Sanitary Engineer. Stark County Job & Family Services accepted a 3 year wage freeze.

It is argued that the union proposal is not based upon a demonstrable rationale other than the general increase of the cost of living. It is without justification and arguably in conflict with other agreements with county bargaining unions and non-union management employees.

Factfinder's Report: Wage changes were not proposed nor discussed.

Conciliator's analysis and ruling:

The top base pay rate, whether a one-year or 20-year 911 Operator, has been tentatively agreed herein at \$12.26 hourly, an increase of \$0.36 hourly.

The Union proposal adds three (3) steps to the existing Pay Scale after the 5th year (an increase of \$0.50 hourly); after the 10th year (an additional increase of \$0.74) and after the 15th year (an additional \$2.00).

Comparison

	Current
Starting gross income is	\$11.10 hourly or \$444 weekly or \$23,088 annually;
After probation the gross income is:	\$11.49 hourly or \$459 weekly or \$23,899 annually;
After one year the gross income is:	\$11.90 hourly or \$476 weekly or \$24,752 annually.

As proposed:

After 5 years of service add: \$0.50 = \$12.76 hourly or \$510 weekly or \$26,540 annually.  
After 10 years of service add: \$0.74 = \$13.50 hourly or \$540 weekly or \$28,080 annually.  
After 15 years of service add: \$2.00 = \$15.50 hourly or \$620 weekly or \$32,240 annually.

If granted, the Stark County 911 Operators will have an annual starting pay and an annual top pay that is thousands of dollars lower than nearby arguably *comparable* counties. Clermont County Commissioners use designation 911 "call takers", the duties and compensation but neither party here considers this as truly *comparable*. The evidence is that there are no other employees in Ohio, providing *comparable* functions and duties.

A review of their duties demonstrates that it is inappropriate to view the Stark County 911 Operators as mere "call takers." The Stark County 911 system is unique.

It is unfortunate that these parties could not negotiate a settlement of this issue, where the top gross for the longest serving 911 Operators, *with the proposed increase*, is well below an appropriate pay scale.

Fact-finders and Conciliators take no pleasure in approving or rejecting wage demands.

America is recovering from the severe 2008 economic recession. Economic signs are encouraging. However, approving the Union proposal will add some \$6,739 annually for each or \$33,696 just for five 911 Operators with more than fifteen (15) years of service, Other with over five and ten years of service would increase budgetary outlays more. The proposal to add steps requires refinement and cost analysis, and is worthy of negotiation.

There is no question that Stark County is in a severe fiscal situation. Wireless funding will end 12/31/12. Current levy funding for 911 operations will also end, unless a new levy is passed or the Commissioners find another means of continuing this much-needed public service. It is doubtful that the 911 service will cease.

Although the proposed change is rational, and costs of living have increased, increasing employer's costs cannot be justified in the current economy.

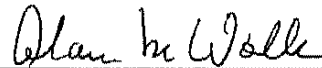
Each party knows that the Conciliator can choose only one or the other position without modification. Each, by reaching this stage, has voluntarily delegated the decision to the neutral Conciliator to make a final determination.

The union proposal is premature.

I adopt the Employer's position and reject the Union proposal.

SO ORDERED.

Date: JAN 3rd 2012



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ALAN M. WOLK, J.D.  
CONCILIATOR  
11-565

APPENDIX A

UNOPENED ARTICLES (list attached)

Hereby incorporated into the new collective bargaining agreement  
APPENDIX B

TENTATIVE AGREEMENTS

Hereby incorporated into the new collective bargaining agreement

ARTICLE 8, UNION REPRESENTATION/RIGHTS LEAVE;  
ARTICLE 10, BULLETIN BOARD;  
ARTICLE 20, HOLIDAYS;  
ARTICLE 21, PERSONNEL FILES;  
ARTICLE 25, GRIEVANCE PROCEDURE;  
ARTICLE 26, HOURS OF WORK; MEMORANDUM OF UNDERSTANDING establishing double  
time payments (if due) shall be retroactive to February 1, 2011 with other provisions and  
the withdrawal of certain pending grievances;  
ARTICLE 27 MEDICAL INSURANCE;  
ARTICLE 31, PERSONAL EMERGENCIES;  
ARTICLE 39 PROCEDURES FOR WORKPLACE DRUG TESTING;  
ARTICLE 40 DURATION

DIRECTORY

Additional attendance and/or witnesses:

Union:

P. Nicole Hatzakis  
Susie Cook  
Wendy D. Essex

Stark County:

Marsha Cimadevilla  
Tim Warstcer  
Rich Weber

Representatives

Leslie Iams Kuntz of  
Krulak, Wilkins, Griffiths & Dougherty  
4775 Munson Street N.W. /P.O Box 36363  
Canton, Ohio 44735-6963  
likunta@kwgd.com

330-497-0700; FAX 330-497-4020

Gwen Callender  
General Counsel  
222 E. Town Street,  
Columbus, Ohio 43215  
gcallendar@fopohio.org

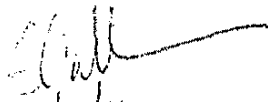
614-224-570; FAX: 614-224-5775

SERB, Bureau of Mediation  
65 East State Street 12th Floor  
Columbus, Ohio 43215-4213

Attn: J. Russell Keith  
General Counsel & Assistant Executive Director  
www.serb.state.oh.us  
614-644-8716

**STARK COUNTY 911 NEGOTIATIONS – 12/8/11  
UNOPENED ARTICLES LISTING**

ARTICLE 1 - RECOGNITION  
ARTICLE 2 - NONDISCRIMINATION  
ARTICLE 3 - MANAGEMENT RIGHTS  
ARTICLE 4 - AGREEMENT  
ARTICLE 5 - RESPONSIBLE UNION-EMPLOYER RELATIONSHIP  
ARTICLE 6 - NO STRIKE / NO LOCKOUT  
ARTICLE 7 - DUES DEDUCTION  
ARTICLE 9 - SUCCESSOR CLAUSE  
ARTICLE 11 - LABOR-MANAGEMENT MEETINGS  
ARTICLE 12 - SAFETY AND HEALTH  
ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY  
ARTICLE 14 - FAMILY AND MEDICAL LEAVE  
ARTICLE 15 - COURT LEAVE AND JURY DUTY  
ARTICLE 16 - PAID LEAVE OF ABSENCE - MILITARY LEAVE  
ARTICLE 17 - SICK LEAVE  
ARTICLE 18 - FUNERAL LEAVE  
ARTICLE 22 - SENIORITY  
ARTICLE 23 - LAYOFF / RECALLS  
ARTICLE 24 - JOB VACANCIES  
ARTICLE 28 - DISCIPLINE  
ARTICLE 29 - TRAINING NEW 911 OPERATORS  
ARTICLE 30 - EMERGENCY POLICY  
ARTICLE 32 - APPLICATION OF CIVIL SERVICE LAW  
ARTICLE 33 - DISABILITY SEPARATION  
ARTICLE 34 - PROBATIONARY PERIOD  
ARTICLE 35 - CERTIFICATION AS EMS COMMUNICATIONS/911 OPERATORS  
ARTICLE 36 - LONGEVITY PAY  
ARTICLE 38 - PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

  
12/15/11



ALAN M. WOLK, J.D.

FMCS-2106

Email: [awolk@sbcglobal.net](mailto:awolk@sbcglobal.net)

**Present Occupation:**

Arbitrator, Mediator, Conciliator, Factfinder

Former Assistant Attorney General of Ohio [13+ years]

Former Municipal Law Director [16+ years]

**Business Address:**

34765 SHERWOOD DRIVE

SOLON, Ohio 44139-1751

Phone: (440) 498-9655

Cell: (440) 488-0910

Fax: (440) 498-9733

**CONTRACT SPECIALIST:** experienced in drafting, interpreting, litigating and arbitrating employment agreements, construction and real estate contracts, shopping center leases, ordinances and laws.

**PROFESSIONAL AFFILIATIONS:**

American Arbitration Association (Labor Advisory Committee); Industrial Relations Research Association; Public Sector Labor Relations Association (Treasurer); Ohio State Bar Association (Life Member; served Labor & Employment Board of Governors); Cleveland Metropolitan Bar Association (Life Member; Past President CCBA); former member Local, State & National Associations of Municipal Attorneys Association; AMS/COLEARA/SLERP

**EDUCATION:**

**BBA** Cleveland State University (Fenn College)

**JD** The Ohio State University (College of Law)

Case Western Reserve University (College of Law post-graduate studies)

Ohio State Bar Association College

**CERTIFICATIONS:** Attorney

Ohio; US Supreme Court; US Court of Appeals 6th Circuit; US District Court

**ARBITRATION/LABOR RELATIONS EXPERIENCE:**

Mutually selected by the parties in some 600 disputes

**INDUSTRIES:**

Private Sector: Manufacturing, commercial and industrial services: Aerospace, Automotive, Brass & Copper, Chemicals, Ceramic Tile, Communications, Construction {Carpentry and Woodshop, Electrical, Heating & Ventilating, Masonry, Plumbing} , Education, Electrical Equipment, Food, Foundry, Glass & Pottery, Health Care, Hospitals/Nursing Homes, Iron, Machinery, Metal Fabrication, Office Workers/Clerical, Printing, Police and Fire, Prison Guard, Pulp and Paper, Retail Stores, Shipbuilding & Dry-dock, Steel, Textile, Transportation, Utilities. Public Sector: Local and regional government (municipalities-townships-villages; school districts, county commissioners and elected officials - regional districts and agencies): and safety forces including police, fire; school employees including teachers and aids; bus-drivers; custodians and maintenance and service workers.

**ISSUES:**

Contract Interpretation: Absenteeism, Arbitrability, Bargaining Unit Work, , Demotion, Discipline non-discharge and Discharge, Discrimination, Drugs and Alcohol Offenses, Fringe Benefits {Holidays Holiday Pay, Insurance, Leave, Vacation}, Grievance Timeliness; Grievance Mediation, Health/hospitalization, Hiring Practices, Job Performance and Evaluation, Insubordination, Job Posting and Bidding, Jurisdictional Disputes, Layoff/Bumping/Recall, Management Rights, Official Time and Union Activity, Past Practices, Promotions, Safety/Health Conditions, Seniority, Sexual Harassment, Subcontracting, Union Security,

Wages {Pay for Cost-of-Living, Holiday and Incentive Pay, Job Classification & Rates, Merit, Overtime, Severance, Vacation} Violence or Threats, Working Conditions. Interest Arbitration and Contract Negotiations.

**ARBITRATION ROSTERS**

American Arbitration Association [1972-2011]; Federal Mediation and Conciliation Service [1978-]; State Employment Relations Board (Ohio) [1985-]; Formerly: SSA/AFGE; U.S. Postal Service

**PUBLISHED CASES:**

LAA and CCH

**RECOGNITION**

"av" rated by Martindale Hubble [1965-]

**FEES:**

**PER DIEM FEE:** \$950    **DOCKETING FEE:** \$150                    **CANCELLATION FEE:** (See below)

Per Diem rates are charged in increments of a minimum of one day for each day of attendance, with additional time prorated hourly, currently \$150 per hour for study, and research, if appropriate, preparation and issuance of an award.

Docketing fee \$150

Arbitrator charges hourly for actual travel time en route or in-transit. The Arbitrator charges a minimum of ½ per diem for each scheduled hearing day which is postponed/rescheduled withdrawn or cancelled by either party after a hearing date has been confirmed; if such a change occurs within fifteen (15) days or less the charge is the full per Diem.

Expenses: Arbitrator charges actual cost of reasonable expenses including, but not limited to: fares for air, bus and/or cab transportation, car rental and/or auto mileage @ \$0.55 per mile (outside of county of the arbitrator's residence or office), parking, turnpike and bridge tolls, train; hotel /motel accommodations/meeting rooms, meals as well as special supplies: postage, copies, delivery e.g. Fed Ex and/or UPS.

**NOTE: THE PARTIES ARE RESPONSIBLE TO THE EXTENT THAT AIR TRAVEL RESERVATIONS ARE NOT REFUNDABLE.**

ALAN M. WOLK, J.D.

ARBITRATOR MEDIATOR CONCILIATOR FACTFINDER

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January 3<sup>rd</sup>, 2012

Leslie Iams Kuntz  
Krulak, Wilkins, Griffiths & Dougherty  
4775 Munson Street N.W. /P.O Box 36963  
Canton, Ohio 44735-6963  
likunta@kwgd.com

Gwen Callender  
General Counsel  
222 E. Town Street,  
Columbus, Ohio 43215  
gcallendar@fopohio.org

330-497-0700; FAX 330-497-4020

614-224-570; FAX: 614-224-5775

RE: SERB Case No(s). 10-MED-10-157 - CONCILIATION  
Fraternal Order of Police, Ohio Labor Council (911 Operators) and  
Stark County Commissioners

To the Parties:

Herein please find the FINAL SETTLEMENT AWARD in the captioned mater, together with my statement for services.

Thank you for the opportunity to serve you.

Alan M. Wolk J.D. CONCILIATOR  
34-1324313/ W-9 enclosed  
AMW: bbs

Copies to:

Tara M. Crawford  
222 East Town Street  
Columbus, Ohio 43215  
[tcrawford@fopohio.org](mailto:tcrawford@fopohio.org)

614-224-5700

SERB, Bureau of Mediation  
65 East State Street 12th Floor  
Columbus, Ohio 43215-4213

Attn: J. Russell Keith  
General Counsel & Assistant Executive Director  
[www.serb.state.oh.us](http://www.serb.state.oh.us)

614-644-8716

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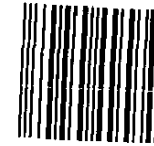
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34765 SHERWOOD DRIVE, SOLON, OHIO 44139-1751; Email: [awolk@sbcglobal.net](mailto:awolk@sbcglobal.net)  
PHONE: 440-498-9655; FAX: 440-498-9733; CELL: 440-488-0910





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**ALAN M. WOLK, J.D.**  
ARBITRATOR MEDIATOR FACT-FINDER  
34765 SHERWOOD DRIVE  
CLEVELAND, OHIO 44139-1751

=====

TO: S.E.R.B.

Bureau of Mediation  
65 East State Street 12<sup>th</sup> Floor  
Columbus Ohio  
43215-4213

ATTN: J. Russell Keith  
General Counsel