

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

January 8, 2008

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In the Matter of the Fact Finding Between

LORAIN COUNTY JUVENILE)	CASE NO.: 07-MED-05-0623
DETENTION HOMES (LORAIN)	
COUNTY DOMESTIC RELATIONS)	
COURT))	
AND)	FINDINGS
)	AND
INTERNATIONAL BROTHERHOOD)	RECOMMENDATIONS
OF TEAMSTERS, LOCAL# 336)	

MELVIN E. FEINBERG, FACT FINDER

APPEARANCES

FOR THE EMPLOYER:

Howard D. Heffelfinger, Executive Vice-President, Clemans- Nelson & Associates, Inc.	Employer Representative
Martin A. Bramlett, Special Projects Manager, Clemans-Nelson & Associates, Inc.	Employer Representative
Doug Messer, M.A.	Court Administrator
David Lucey	Deputy Court Administrator
Deborah A. Tansey, C.P.A.	Director of Fiscal Management
Denise Whiting	Administrative Assistant

FOR THE UNION:

Brian J. Smith, Esq.	Attorney for Teamsters Local #336
Mike Klingbeil	President, Teamsters Local #336
Bruce Osborne, Jr.	Recording Secretary, Teamsters Local #336
Mark R. Valenti	Employee Unit Representative

SUBMISSION

This matter concerns the fact-finding proceeding between the Lorain County Juvenile Detention Homes (Lorain County Domestic Relations Court), hereinafter also referred to as the Employer, and Teamsters Local #336, International Brotherhood of Teamsters, hereinafter also referred to as the Union. The State Employment Relations Board, herein also referred to as SERB, duly appointed the undersigned as Fact Finder in this matter by letter dated November 2, 2007.

Pursuant to written extensions executed by the Parties and pursuant to their Agreement,

this matter went to a fact-finding hearing on November 28 and November 29, 2007.

Prior to the hearing, in accordance with SERB rules, they timely filed complete position statements with the Fact Finder. The proceedings were conducted pursuant to the Ohio

Collective Bargaining Law as well as the rules and regulations of SERB.

BACKGROUND

The Union was newly certified and/or recognized as the exclusive bargaining representative in a unit of approximately fifty (50) full-time and part-time employees in the classifications of Child Care Worker, Control Room Clerk, and Hourly Supervisor. Consequently, the Parties were bargaining for their first Collective Bargaining Agreement.

The Parties engaged in extensive and productive negotiations prior to the November 28, 2007, hearing and arrived at tentative agreements regarding substantial portions of the proposed Collective Bargaining Agreement, including the following:

Preamble	Article 25 – Time Clocks
Article 1 – Union Recognition	Article 26 – Trading Time
Article 2 – Dues Check-Off	Article 28 – Bilingual Pay
Article 3 – Fair Share Fee	Article 29 – Disability Leave
Article 4 – Pledge Against Coercion	Article 30 – Holidays
Article 5 – Management Rights	Article 31 – Inclement Weather
Article 6 – Union Representation	Article 32 – Leave of Absence
Article 7 – Union Bulletin Boards	Article 33 – Flex Time
Article 8 – No Strike/No Lockout	Article 34 – On-Call Pay
Article 9 – Severability	Article 35 – Reimbursement for Damaged Articles
Article 10 – Labor/Mgmt. Meetings	Article 36 – Report & Call-in Pay
Article 11 – Military Leave	Article 37 – Staff Training
Article 12 – Layoff and Recall	Article 38 – Temporary Working Level
Article 13 – Rules and Regulations	Article 39 – Vacation
Article 14 – Drug and Alcohol Policy	Article 41 – Sick Leave
Article 15 – Seniority	Article 42 – Successors
Article 16 – Duration of Agreement	Article 43 – Expense Reimbursement
Article 17 – Hours of Work & OT	Article 44 – Trial Period
Article 19 – Health and Safety	Article 45 – Uniforms
Article 20 – Family and Medical Leave	Article 46 – Shift Differential
Article 21 – Court Leave	Article 47 – Credit Union
Article 22 – Miscellaneous	Article 48 – DRIVE Contributions

After further extensive negotiations with the assistance of mediation by the Fact Finder on November 28 and 29, 2007, a tentative agreement was also reached on additional articles to be included in the Contract: 1) Job Bidding, 2) Corrective Action, 3) Health Insurance, 4) Wages, 5) Tardiness and Absenteeism, 6) Personal Day, 7) Funeral Leave, 8) Longevity, and 9) Duration.¹

The following proposals were dropped by the Union: 1) Gun Box, 2) Compensatory Time, 3) Two Man Rule, 4) Full-Time and Part-Time Employee(s) Definition, and 5) All Homes Shall Have Uniform Policies and Equipment.

¹ The Parties agreed that for the sake of clarity and organization the Articles of the tentative Contract may be renumbered in their final Contract.

ISSUES AND CRITERIA

The only contractual issue which the Parties could not resolve was a provision on Grievance Procedure. Both the Employer and the Union presented very different complete proposals on the Grievance Procedure and reached a total impasse on the adoption of any proposal. Consequently, the Grievance Arbitration Proposal remains the only issue for the Fact Finder's consideration.

The Parties determined, subsequent to the opening of the fact-finding hearing, that they would waive verbal testimony on the matter, but instead would only argue their positions on the record and subsequently submit position statements to the Fact Finder on the unresolved issue.

The Fact Finder, in making his recommendations, has been guided by the Parties' oral and written presentations on the issues, including the various Ohio Revised Code provisions (hereinafter abbreviated as ORC) and case law they argued were germane to the issues, by evidence presented during the proceedings and the record as a whole, and by the following factors set forth in ORC § 4117.14 (C) (4) (e) and (G)(7) (a)-(f) and ORC Rule 4117-9-05(K):

- (1) Past collectively bargained agreements, if any, between the parties;
- (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 interests 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) Any stipulations 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 the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

EMPLOYER'S POSITION

The Employer argued as follows:

The Grievance Procedure in this matter “should not end in final and binding arbitration.”

In accordance with ORC § 2151.13, the “employees of the Court serve at the pleasure of the judges” and are unclassified civil service employees. Final and binding arbitration would “usurp some of the authority that has been granted to the judges by the State of Ohio legislature.”

ORC § 4117.09 states that labor agreements “...shall contain a provision that: 1) Provides for a grievance procedure which may culminate in final and binding arbitration of unresolved grievances.” This Code section should be interpreted to mean that “grievance arbitration is a permissive topic of bargaining and the Employer has advised the Union it is not interested in negotiating over this issue.”

The Union incorrectly relies on certain contract examples from other public employees in support of its contention that the Lorain County Domestic Relations Court, the Employer herein, could agree to final and binding arbitration to resolve grievances. In the Lucas County example, the Lucas County Common Pleas Court Judges were not the employer, but, in fact, the employer was the facility governing board. Moreover, step six of the Lucas County agreement “states that grievance matters subject to the jurisdiction of the State Personnel Board of Review (SPBR) shall be subject to binding arbitration in lieu of the SPBR.” The SPBR can only hear appeals of “classified civil servants,” that such language is meaningless when applied to Lorain County

Domestic Relations Court employees, herein, who are “unclassified and have no appeal rights to appeal to the SPBR.”

Furthermore, the contract cited by the Union in the Belmont-Harrison Juvenile District contains no reference to any type of court, and therefore is inapplicable. It is “not appropriate for an arbitrator to review and possibly overrule any decision of a Common Pleas Judge...”, or to limit the right of a judge to remove employees in accordance with ORC § 2151.13.

The Employer’s original proposed Grievance Article included at step six of its grievance procedure a “Request for Judicial Review.” This provided, in effect, that any grievance which is denied at various levels of management could be submitted to the Administrative Judge “for judicial review” and for a final and binding determination.

Subsequently, during the formal hearing and in its after-hearing brief, the Employer modified its position to allow all unresolved grievances except those involving the removal of an employee to proceed to final and binding arbitration before a neutral arbitrator selected by the Parties from an American Arbitration Association (AAA) panel.

Furthermore, that Proposal provides, among other things, for a “loser pays” provision except in a “split decision,” in which case the Parties share the cost of the Arbitrator’s expenses. Moreover, it provides that when an employee represents himself/herself, he/she is “prohibited from utilizing legal counsel.”

UNION’S POSITION

In arguing for neutral final and binding arbitration and equal sharing between the Parties of arbitration costs, the Union notes as follows:

The Lorain County Juvenile Detention Home, the Employer, provides services to juveniles in Lorain County as provided for in ORC § 2152.41 *et seq.* The Superintendent of the facility serves at the pleasure of the Juvenile Court and has charge of the facility. The Superintendent “shall appoint all employees at the facility, who shall be in the unclassified civil services.” ORC § 2152.42

The Union filed a petition with SERB to represent certain unclassified employees of the Employer. Subsequently, the Employer recognized and bargained with the Union regarding wages, hours and working conditions of the employees in the unit.

The Employer’s refusal to agree to final and binding arbitration constitutes “an anomaly”, since the overwhelming majority of labor agreements in Ohio and in the nation provide for binding arbitration before a neutral third party. The Lucas County Common Pleas Court’s contract with Professional Guild of Ohio and Belmont-Harrison Juvenile District’s contract with SEIU District 1199 both provide for final and binding arbitration through the Federal Mediation and Conciliation Service (FMCS), demonstrating that common pleas courts in Ohio have agreed to final and binding arbitration before a neutral third party. Due process dictates, especially where employees are prevented from striking during the term of an agreement, that parties should resolve contractual disputes through use of a neutral third party. SERB policies and those of the courts favor arbitration. Federal labor law “strongly favors arbitration of labor disputes.”

Although the employees involved herein are exempt from the jurisdiction of SERB under ORC § 4117.01 (C), the Court expressly elected to engage in collective bargaining under ORC § 4117.03 (C). The Ohio Supreme Court found that subsequent to Ohio’s enactment of the Public Employees Collective Bargaining Act, ORC § 4117.01 *et*

seq., officers of the Court of Common Pleas have the discretion as to whether or not they wish to enter into collective bargaining agreements with employees of the Court. State ex rel. Ohio Council 8, American Federation of State, County, and Mun. Employees, AFL-CIO v. Spellacy (1985), 17 Ohio St.3d 112, 115, 1984-86 SERB 366, 368.

Moreover, the Superintendent rather than the Juvenile Court Judge appoints employees of the Employer's juvenile detention facilities.

The subject of arbitration is a mandatory subject of bargaining pursuant to ORC § 4117.08(A) which states as follows: "(A) All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section and division (E) of Section 4117.03 of the Revised Code."

Pursuant to ORC § 4117.09, the Union could have, but did not, bargain away binding arbitration for other benefits. Arbitration has been held to be a term or condition of employment, and thus is a mandatory subject of bargaining. Textile Workers v. Lincoln Mills, 353 U.S.448, 77 S. Ct. 912, 1 L. Ed. 2d 972 (1957) Austin v. Owens-Brockway Glass Container, Inc. (1996) 78F.3d 875, 885 (4th Cir.). There is a fundamental right to have a fair and impartial neutral determining whether the labor agreement has been violated.

Elected judges are subject to political pressure and scrutiny and face an inherent conflict of interest. The use of the neutral arbitrator provides employees with a degree of impartiality in all cases, but most particularly in discipline and in termination

cases. It is insufficient in view of the fact that termination of employment is the most severe action that an employer may take against employees. Consequently, a Union has a greater incentive to arbitrate those matters.

The Union also opposes a “loser pay” arbitration clause as recommended by the Employer and asserts that such clauses are not common in similar classifications within the area. It wishes arbitration costs to be equally shared and cites Elkouri and Elkouri, *How Arbitration Works*, pp.40-41 (6th Ed. 2003) in which it was observed that arbitration costs are generally shared by the Parties as is the “...common practice in arbitration.”

ANALYSIS AND FINDINGS

The Parties, I am certain, are not unmindful of the fact that the overwhelming majority of the collective bargaining agreements covering public employees in the State of Ohio provide for a neutral arbitrator to be empowered with the authority to make final and binding decisions on grievances which they cannot resolve. SERB’s mission and function supports and encourages Ohio public employers and labor organizations representing their employees to solve outstanding issues by peaceful means. Ohio laws relating to collective bargaining set the matrix necessary to further support the peaceful and effective resolution of public contract issues.

The Ohio Supreme Court has held that ORC 4117.01 allows courts in Ohio “judicial discretion” to determine whether they will collectively bargain with their employees.

The Employer in this case exercised that discretion by allowing its employees to organize and select the Union as its collective bargaining representative and by

bargaining with the Union when it was permitted by law to reject that outcome. It thereby demonstrated its support for their desire to be represented by a labor organization for the purpose of engaging in negotiations concerning wages, hours, and working conditions.

As was earlier indicated, Employer and Union representatives engaged in swift and effective negotiations and reached tentative agreement on all contract provisions but that dealing with Grievance Arbitration.

The Employer ultimately proposed to arbitrate all unresolved grievances, but those involving employee terminations, before a neutral AAA arbitrator selected by the Parties. It, however, does not wish to give up what it views as its legal right and responsibility to serve as the final arbiter over removal of its employees.

The Union believes that the Employer must bargain over the issue of whether to include final and binding arbitration in a grievance arbitration provision. Both Parties acknowledge that ORC § 4117.09 does not mandate that final and binding arbitration be in that provision.

I note that while the Parties advanced detailed arguments regarding final and binding arbitration and the Employer's "Loser Pay" proposal – other than offering complete draft submissions on the article, they presented no specific arguments as to the other matters contained in their proposals (termed by the Employer as a "Grievance" article and by the Union as a "Grievance-Arbitration" article.)

I find merit in the Union's position that all unresolved grievances should be submitted to final and binding arbitration before a neutral arbitrator should either Party request such arbitration. The Employer has already recognized, bargained with, and

reached tentative agreements with the Union and proposed arbitration before a neutral AAA arbitrator for all unresolved grievances but those involving removal of employees. Under these circumstances, the Union's proposal for final and binding arbitration before a neutral arbitrator for all unresolved grievances constitutes a reasonable solution. Neither the Union nor the discharged employee would find the prospect of taking the termination issue before the employee's own employer for final decision to be fair and equitable. Although judges are required by the very nature of their professional and ethical obligations to exercise their authority in an unbiased manner – the fact that the Administrative Judge is a representative of the Employer, or is the Employer, gives the appearance of a potential conflict of interest. Furthermore, arbitrators' decisions are reviewable by the appropriate courts, albeit on narrow grounds. Moreover, Ohio law and Ohio courts have encouraged public sector employers to engage in final and binding arbitration before neutral arbitrators to solve unresolved grievances.

I am aware that the Employer prefers selection of neutral arbitrators from panels provided by AAA as opposed to panels provided by FMCS, based on its belief that such arbitrators are more experienced. I am certain that both AAA and FMCS can provide the Parties with excellent panels of qualified competent arbitrators. Nevertheless, both Parties should have faith that the arbitrator they select is the most competent they can obtain. Consequently, I conclude that the Employer's proposal for utilization of AAA arbitrators is the preferable option.

While the Union adamantly opposes the Employer's "Loser Pay" proposal, many public employer contracts do contain "Loser Pay" provisions – perhaps to discourage the filing of frivolous grievances or perhaps due to increasing costs of administering

contracts. On balance, however, I find merit in the Union's proposal that arbitration expenses be shared. Such a formula encourages both Parties – especially in a first contract, to have a mutual interest in such settling disputes.

The Employer's complete Grievance proposal, as amended at hearing and in its after-hearing brief, is extensive and consists of eight detailed sections. It has five steps, potentially taking as many as seventy-five (75) days to process an unresolved grievance from its initial filing to arbitration.

The Union's submitted Grievance Arbitration proposal reveals that it is less complex and less detailed than the Employer's proposal on that matter. It provides for three (3) steps prior to arbitration, and, after the third step, either party may initiate arbitration over an unresolved grievance before a neutral arbitrator selected by the Parties. Under the Union's Grievance Arbitration proposal processing a grievance from its inception might take as long as eighteen (18) days.

RECOMMENDATIONS

I recommend that the Grievance Arbitration Article contain provisions for the mutual selection and utilization of a neutral arbitrator by the Parties from AAA panels who is empowered to reach final and binding decisions on all unresolved grievances; for the Parties to equally share the costs of arbitration; and for a Grievance Arbitration Article with shortened time periods needed to process an unresolved grievance from its inception to arbitration.

I incorporate by reference all of the aforementioned numbered and unnumbered articles set forth on page 3 of this report which were tentatively agreed upon by the Parties, and I recommend that they be included in any final contract.

It is the recommendation of the Fact Finder that the following Grievance Arbitration provision incorporating the above referenced recommendations be adopted in the Parties' Collective Bargaining Agreement:

**ARTICLE 23
GRIEVANCE PROCEDURE**

Section 23.1. The term "grievance" shall mean an allegation by a bargaining unit employee, or a representative designated by the Union on his/her behalf, that there has been a breach, misinterpretation, or improper application of this agreement.

Section 23.2. A grievance under this procedure may be brought by any employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance. An employee or group of employees wishing to file and process a grievance may select a representative designated by the Union to do so.

Section 23.3. All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step. Any grievant may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements to elapse without further appeal. The Union may also at any point withdraw in writing any grievance which it is processing.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 23.4. The written grievance shall state, on the grievance form the specific articles and paragraphs of the agreement alleged to have been violated, the date of the alleged violation, an explanation of the facts, and the relief requested.

Section 23.5. The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union; working days as used in this article shall not include Saturdays, Sundays, or holidays.

Section 23.6. Each grievance shall be processed in the following manner:

Step 1 – Immediate Supervisor

The aggrieved employee(s) and/or the Union Steward and/or the representative designated by the Union shall submit the grievance and four (4) copies to his/her immediate supervisor within five (5) working days following the occurrence, or within five (5) working days after the employee knew or should have known of the occurrence of the incident which gave rise to the grievance. However, no grievance will be considered if filed later than fifteen (15) calendar days after the occurrence of the incident giving rise to the grievance, except that an employee on vacation or approved leave of absence on the date of the incident giving rise to the grievance may file a grievance within five (5) working days after he/she returns to work. The immediate supervisor will schedule a meeting within three (3) working days of receipt of the grievance, with the aggrieved employee and a representative designated by the Union and any

witnesses/personnel the parties consider necessary to arrive at an answer. The immediate supervisor shall within five (5) working days of receipt of the written grievance or any Step 1 meeting, if applicable, answer in writing on the original and all copies. The original and two (2) copies shall be returned to the grievant, one (1) copy shall be returned to the Union Steward, and one (1) copy shall be returned to the Union's Business Representative. Nothing herein shall be construed to preclude the parties from informally discussing a matter prior to a grievance being filed.

Step 2 – The Management Committee

Should the grievant not be satisfied with the answer received in Step 1, within three (3) working days after receipt thereof, he/she may submit or have his/her Union Steward or other representative designated by the Union (such as the Business Representative) submit the grievance in an original and three (3) copies to any member of the Employer's Management Committee consisting of the Superintendent/ Administrative Service Coordinator, the Director, and the Court Administrator.

The Management Committee or its designee(s) shall, within seven (7) days working days of receipt of the grievance, meet with the aggrieved employee and a representative designated by the Union (such as the Business Representative), as well as the supervisor and any witnesses and personnel the parties deem appropriate. The Management Committee or designee(s) shall give its answer to the aggrieved employee, in writing, within ten (10) working days after such conference, and return the original and one (1) copy to the grievant, one (1) copy to the Union Steward, and one (1) copy to the Union's Business Representative. Notwithstanding the other provisions above, grievances

involving suspension or discharge may be filed directly at Step 3 and shall be filed within five (5) calendar days of the issuance of the disciplinary notice.

Step 3 – Joint Market Grievance Committee

Should the grievance not be settled at Step 2 and should the Union not be satisfied with the written answer received in Step 2, the Union's Business Representative, within five (5) working days of his/her receipt thereof, may submit a copy of the grievance form to the Joint Market Grievance Committee (consisting of two Employer and two Union designated members) and one (1) copy to the Court Administrator or his/her designee. The Joint Market Grievance Committee shall, within seven (7) working days of the receipt of the appeal, meet with the aggrieved employee, the Union's Business Representative, and the appropriate Employer Representatives, and any witnesses/personnel the parties consider necessary to arrive at an answer. The Joint Market Grievance Committee shall respond to the grievance within five (5) working days after its meeting, and send a copy of the answer to the Union Business Representative and to the Court Administrator. If the vote of the Joint Market Grievance Committee is deadlocked, or if either party is dissatisfied with its decision, the Union Business Representative and the Court Administrator should so notify each other in writing within five (5) days of the Joint Market Grievance Committee decision. After such notification, the Union may then pursue the unresolved and/or contested grievance to arbitration in accordance with Step 4.

Step 4 - Arbitration

The Union, once it has given the Court Administrator notice of its rejection of the Joint Market Grievance Committee's decision regarding the contested grievance in accordance

with Step 3 or has received notification from the Court Administrator of the Employer's rejection of that decision, if it wishes to arbitrate the grievance, must notify the Court Administrator in writing within ten (10) days of its demand that the grievance be submitted to arbitration. A grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. The arbitrator shall be mutually selected by the parties within seven (7) days after notice of arbitration has been submitted. If the parties fail to select an arbitrator, the American Arbitration Association (AAA) shall be requested by the Union to provide a panel of fifteen (15) arbitrators. Once the AAA submits the panel of arbitrators to the parties, each party shall have ten (10) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA. Additionally, each party may reject up to two (2) lists.
- B. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and he/she shall be without power or authority to make any decision:
 1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.
 2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law.
 3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the

future established by the Employer so long as such practice, policy, rules, or regulations so not conflict with this agreement.

4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except as such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of right set forth in the article of this agreement entitled "Management Rights."
 5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
 6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
 7. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.
- C. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits.
- D. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Court Administrator, the

Melvin E. Feinberg, Esq.
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January 8, 2008

Edward E. Turner
Administrator, Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

RE: Fact-Finding Report
SERB Case No. 07-MED-05-0623
Lorain County Juvenile Detention Homes (Lorain County Domestic Relations
Court) and International Brotherhood of Teamsters, Local #336

2008 JAN 10 P 1:19
STATE EMPLOYMENT
RELATIONS BOARD

Dear Sir:

Enclosed you will find a copy of the Fact-Finding Report in the above subject case.

Sincerely,


Melvin E. Feinberg