

The Professionals Guild of Ohio



PGO UNION NEWS

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Butler DD Board Contract Finalized

After several months of difficult negotiations, PGO Council 7 and Butler County Board of Developmental Disabilities have approved a new three year contract. Months ago, PGO and the Board tentatively agreed to a new three year contract. However, citing supposed financial concerns, the County Commissioners vetoed the tentative agreement, even though the Board could easily have afforded the wage increases in the tentative agreement. The Commissioners voted against the tentative agreement by a 2-1 margin, with Commissioner Jolivet as the sole vote for approving the agreement.

After the agreement was rejected by the Commissioners, PGO and Butler DD Board recommenced negotiations. Unable to reach a satisfactory agreement, PGO and the Board then proceeded to fact-finding, as required under state law.

PGO argued during fact finding that the tentative agreement that the County Commissioners had rejected was reasonable and should have been approved. The fact finder agreed with PGO and recommended that the County Commissioners approve the tentative agreement that they had previously rejected. Yet the County Commissioners ignored the fact finder's recommendation, rejecting it by a 2-1 margin with Commissioner Jolivet as the sole vote to accept the recommendation. Once again PGO re-

turned to the bargaining table to fight for its members.

Although the Butler DD Board proposed no wage increases during the current year and no wage increases in the next two years, PGO and the Board continued negotiating and ultimately reached an agreement that provides a 2 percent wage increase for the current year, retroactive to when the old contract expired. In addition, PGO secured an agreement that if any other employee(s) of the Board (excluding the EIS bargaining unit, PGO Council 21) receive wage increases in 2010 or 2011, bargaining unit members will receive the highest wage increase provided to the other employee(s).

PGO also secured an additional personal day for bargaining unit members and, starting in 2010, bargaining unit members may cash out up to three personal days per year. Lastly, starting in 2011 vacation accrual rates will accelerate by one year. Among other gains, PGO also increased the paid lunch break for direct care staff from 15 minutes per day to 20 minutes per day.

Big thanks go out to bargaining team members **Kelly Ray**, **Bill Worrell**, **Nate Robertson** and **Milan Whitehead** for all the hard work and personal time that they invested in negotiations in order to secure the best contract possible for their coworkers. If you see them please give them a pat on the back for their time, dedication, and passion in representing their coworkers.

Voice of a PGO Union Leader

By Ameila Woodward, Esq., PGO Field Representative

Chad King is our featured leader this month. Chad is a Foster Care Specialist at Greene County Children Services. He is a first term President of Council 10, Greene County Children Services.

What leadership roles have you assumed with Council 10?

This is my first term as President of Council 10. Prior to becoming President, I was Council Vice President for one term.

How long have you worked at Greene County Children Services?

I have worked with Greene County Children Services for four years.

What did you do before you started with GCCS?

Before starting with Children Services, I was in business as an area manager for UPS. I graduated from Wright State University, but completed most of my education in psychology from Bowling Green State University. I decided to change my career path to give back to the community and I'm happy that I did. I am originally from New Carlisle so I'm familiar with the area here.

What is your position?

I am one of two Foster Care Specialists for GCCS. This is my second month in the position. Before becoming a Foster Care Specialist, I was an Intake Specialist for three years. As a Foster Care Specialist, one of my jobs is to recruit families to be foster families. I also ensure that the foster home families located in Greene County keep up to date with their training requirements and meet all the standards set by the state to be foster families. Another part of my job is to place children in the best homes or facilities for their needs.

As Council President, what struggles are you faced with on a day to day basis?

Right now, our main struggle is working under an expired contract and reaching impasse with management over a new agreement. We had reached an agreement that included wage adjustments in February, which the Board unanimously approved, but the agreement was rejected by the County Commissioners. A impartial SERB fact-finder found the wage adjustments were reasonable and necessary because our turnover rate is so high; many caseworkers leave Greene for counties that pay more.



PGO Council 10 President Chad King

That report was rejected as well. We have been engaging in different strategies to demonstrate our position to the Board, and most recently picketed at an annual Halloween event, passing out candy to the little ones and flyers about our struggle to the parents. We are still fighting for a fair contract and that is a daily struggle. Employee/Management relations is another area that is a daily struggle, but the contract is our number one priority.

What would you tell someone who is not unionized about why they should be in a Union?

I would say that a non-unionized employee needs to be in a union for protection. A union will look out for you, the employee, and fight for your best interests. My background is in management and I didn't have a high opinion of unions when I was in business. But now, I wouldn't work anywhere there wasn't a union to protect me.

What are the biggest advantages to union membership in your opinion?

The biggest advantage is the protection a union affords to its membership. The union will go to bat for you when you get into a situation at work where you need someone looking out for you. There is also a sense of community between union members when they come together for a common goal.

How can the PGO improve in helping you in your role as council President?

I don't know if it's possible, because the PGO has been more than supportive of us during the last ten

months and helping us get things done to further our goals. Executive Director Chauncey Mason is tops, and it is great there are several lawyers on staff and who are on standby when the going gets tough. I must say I am extremely happy with the support and expertise of the PGO.

What activities are you involved in outside of the Union and your job?

I am a huge sports fan, but my hobby is raising three kids, all under the age of six. Before I had my second child, I was an avid golfer, and played soccer in high school and college, but now I spend my time rooting for the Steelers and playing video games with my kids. And I wouldn't change it for the world.

PGO Members Fight for Fair Contract in Greene County



PGO Council 10 members, child welfare caseworkers at Greene County Children Services, have been working under an expired contract since February. An agreement was reached in January that reflected a wage increase provided for in the Children Services Board's approved budget and was unanimously approved by the Board. However, the Greene County Commissioners rejected the agreement. A SERB fact-finder concluded the agreement was fiscally sound and reasonable, but again, the County Commissioners rejected the report. All the non-caseworker staff at Children Services received a three percent wage increase for 2009 but the caseworkers are being expected to accept a wage freeze for 2009.

To demonstrate that they are not willing to accept a wage freeze, PGO Council 10 members picketed outside the Greene County Children Services agency on Wednesday, October 28. The picketing was held in conjunction with an agency sponsored "Trunk or Treat" event celebrating Halloween, which provides a place for little ghouls and goblins to trick or treat from the "Trunks" of



agency employee's cars. The members set up their own tables, a short distance from the event, to pass out not only Halloween candy, but literature explaining why the demonstrators were there and asking the community to contact the County Commissioners about the problem.

The community attendees who heard from the members about the issue were flabbergasted at the unfairness of the current situation. Many expressed their support for the work the caseworkers do and extended their hope for a fair contract soon. The members themselves were buoyed by the attendance at their demonstration and empowered by the show of solidarity they exhibited to the employer.

Several union members from area locals also came out to show their solidarity with the members, including **Joe McAllister**, **Eric Kanthak**, **Joe Atkinson**, **Carol Logsdon** and her husband **Mike**, and **Julie Pennington** and her family. PGO Council 10 members are eagerly anticipating an end to the current impasse with the signing of a fair contract that provides the wage increases they need to survive the current economic crisis.



*Inside Out: Employment Rights
"Outside of" Your Union Contract*

By John Campbell-Orde, Esq., PGO Field Representative

Your union contract lists many rights that you have as an employee. Anytime your employer does something that doesn't "feel right", you first should review your union contract, preferably with a local union representative. (It is important to remember that even if your employer violates your contractual rights, you may be prevented from doing anything about the violation unless you quickly file a grievance.)

Say you have reviewed your union contract with your local union representative and the situation that doesn't "feel right" is not discussed in the contract. For instance, your employer has discontinued or modified a benefit that employees traditionally have received, but the benefit is not mentioned in your union contract. Should you assume that your employer can discontinue or modify the benefit since it is not mentioned in the union contract? The answer to this question is no.

Your union contract is more than words printed on paper. Something called "past practice" can create rights beyond those written into your union contract. The concept of "past practice" is based on the realities of how union contracts are negotiated. When a union and employer negotiate a contract both have certain assumptions based on the way things traditionally have been done in the workplace.

If the employer has been providing something beneficial to employees for several years, the union and employer may reasonably assume that the employer will continue to provide the beneficial thing. Since the union and employer have an "understanding" about how things will be, they may not bother to mention the benefit in the union contract. Such "understandings" become implied terms in union contracts—terms that are not written in the contract but still qualify as rights that employees can enforce.

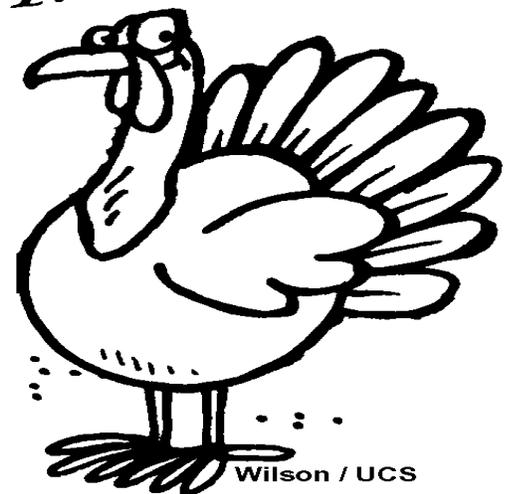
A binding past practice exists where there is a well-understood practice that both parties accept and that has remained in existence for a reasonable time. Employers typically violate past practice by ceasing

to provide employees with something that benefits them or by modifying such a benefit.

To review, if your employer stops doing something that benefits employees you should first review your union contract to see whether your employer is violating it. Keep in mind that past practice can also clarify ambiguous contract language, so if you are not sure whether certain contract language really addresses your situation consider any mutually-accepted past practice when reading the contract language. If the contract does not address the situation that you are concerned about, talk with a local union leader who has worked for your employer for several years. He or she should have some idea about whether there is a past practice that might prevent your employer from terminating something that benefits employees but is not explicitly addressed in your union contract.

As always, you also can contact PGO headquarters in Columbus with questions or concerns about past practice. With past practice, as with any other right you have as an employee, it is important that you promptly contact your local union leadership or PGO headquarters with questions or concerns.

A Time for...



Giving Thanks!

Happy Thanksgiving!