

The Professionals Guild of Ohio



PGO UNION NEWS

PGO Officers:

President

Kay Cox

Vice President

Eric Kanthak

Secretary

Dan Ehle

Treasurer

Jenny Gardner

Executive Director

Chauncey M. Mason

Published by
Professionals Guild
of Ohio

P.O. Box 7139
Columbus, Ohio 43205

Questions or comments can
be directed to the Executive
Director.

E-Mail:

cmason@professionalsguild.org

Phone:

614-258-4401 or
800-331-5428

Fax:

614-258-4465

*Produced and printed in-
house by members of UFCW
1059*

John Campbell-Orde Promoted to PGO General Counsel

PGO field representative and staff attorney, *John Campbell-Orde*, has been promoted to the position of PGO general counsel. John will continue to represent PGO councils and members during contract negotiations, grievance arbitrations and other Union matters. However, as general counsel, John will assume a greater role in directing PGO's legal activities, including representing the Union in court proceedings and other legal matters.

John has a BA in English Language and Literature from the University of Tennessee at Chattanooga and a JD from the University of Cincinnati College of Law. PGO hired John in 2007. He quickly demonstrated outstanding advocacy skills by successfully fighting to save members' jobs and improve their wages and working conditions at the bargaining table.

In announcing this promotion to the PGO Executive Board, PGO Executive Director, Chauncey Mason said "John is an excellent labor and employment law attorney. PGO is very fortunate to have such a talented and dedicated person serving as its general counsel."

January/February 2010

PGO Works to Change Proposed Law

Joe DeStazio, PGO Council 13 President at Lucas County Children Services, alerted the PGO staff in early December to an amendment to a bill before the Veterans Affairs Committee in the Ohio House of Representatives that could adversely affect children service caseworkers.

The bill itself, House Bill 62, was not a problem. This bill creates a new law that will permit state, county and municipal employers to consider the training and education a member of the armed forces receives while in the military as experience or training for state jobs. However, an amendment to the bill proposed by the National Social Work Association was problematic.

The proposed amendment deleted the civil service exemption for civil service employees from the Social Worker statute as well as the exemption for civil service employees in the Adoption Statute of the Ohio Revised Code. The potential outcome of this proposed amendment, were it to go into affect, could have required that all children service caseworkers become licensed social workers and that caseworkers specifically working in foster care and adoption be licensed social workers.

When this issue was brought to the attention of the staff at PGO, a few phone calls to the Legislative Service Commission prompted a meeting with Representative Pryor, the sponsor of the initial House Bill 62, and several other interested parties, including the Social Worker Association executive director, the Social Worker Licensing Board executive director and several legislative aides.

Representative Pryor insisted that PGO's concerns be resolved before the House Bill and its amendments went before a full committee vote in mid-December. During discussions of the amendment, the Social Worker Licensing Board executive director insisted that the PCSAO, the Public Children Services Association of Ohio, was in agreement with the amendment and didn't believe the amendment would effect children service caseworkers as the PGO suspected it would.

However, when PGO contacted PCSAO to confirm its agreement with the amendment, the PCSAO executive director agreed with PGO that the amendment as written would require caseworkers working as adoption and foster assessors to be licensed social workers. PCSAO communicated its concern to the interested parties, and the proponents of the amendment made changes to the proposed language ensuring that adoption and foster care assessors employed as caseworkers in children services agencies will not be required to be licensed social workers to keep their jobs.

After a lengthy discussion with the amendment's proponents over the elimination of the civil service exemption in the Social Worker statute, it was determined that the Caseworker statute in the Ohio Revised Code would, in the absence of the civil service exemption, prevent children services caseworkers from being required to have a social work license as a condition of employment. On this basis, PGO withdrew its objection to this change and agreed not to oppose the amendment.

Thanks goes out to PGO Council 13 President **Joe DeStazio**, PGO Executive Director **Chauncey Mason**, and PGO Field Representative **Amelia Woodward** for working on behalf of PGO members employed as caseworkers with children service agencies.

Montgomery BDD Contract

After several months of bargaining, PGO reached a new, three-year collective bargaining agreement with the Montgomery County Board of Developmental Disabilities. PGO represents transportation department employees there.

While every collective bargaining agreement is a work in progress, PGO improved the previous collective bargaining agreement in several ways. Bargaining unit members received a two percent general wage increase for 2009. They received a lump sum payment for the period between when the previous collective bargaining agreement expired and the new one was reached. The Union and Employer will negotiate any wage increases for second two years of the collective bargaining agreement in the future.

PGO gained one personal day per year for part-time employees, who had none under the previous collective bargaining agreement. Also, the vacation schedule is more generous under the new collective bargaining agreement. Bargaining unit members will see their vacation accrual rates increase after less years of service than under the previous collective bargaining agreement. Life insurance increased from \$25,000 to \$50,000, and part-time employees saw their Employer-funded flexible spending accounts increase to \$1,440 for 2009-10 per year.

The system for rewarding bargaining unit members who use minimal sick leave was also improved. Under the old system, the Employer reviewed the entire year to determine whether a bargaining unit member would receive any sick leave incentive. Under the new system, the Employer reviews sick leave usage each quarter to determine whether a bargaining unit member is entitled to an incentive for that quarter. This way, a bargaining unit member has a bad month or a bad couple of months still has the opportunity to earn a sick leave incentive in one or both of the following months if he/she does not use sick leave in the following months.

PGO could not have had a better bargaining team in these negotiations. **Duane Rucker**, **Ron Bonner**, **Chad Maness**, and **Anita Zachery** did an excellent job fighting for their coworkers. PGO General Counsel **John Campbell-Orde** served as chief negotiator.

An Update on Unemployment Compensation

By Amelia Woodward, Esq., PGO Field Representative

Although you may not have faced the perils of layoffs personally, you may have friends or family members that have been laid-off over the last two years and are still looking for jobs, wondering how long they will receive unemployment compensation and other benefits to weather this economic storm.

Unemployment Compensation (UC) is the government's safety net for those who lose jobs through no fault of their own. Traditionally, an unemployed worker who applies for and is approved for unemployment compensation receives a maximum of twenty-six weeks of unemployment compensation through state funding. However, there have been several extensions, both by the state of Ohio, as well as the federal government to continue benefits for unemployed workers facing a severely depressed job market.

Currently, individuals who have been on unemployment since May 2008 and have been unable to find suitable employment may qualify for the most recent federal and/or state unemployment compensation extension. The Emergency Extended Unemployment Compensation (EUC) Act of 2008 has been amended as of December 19, 2009, which may provide individuals receiving unemployment compensation up to a total of fifty-three weeks of unemployment compensation through federal programs. This benefit is in addition to the twenty-six weeks allowed by the state unemployment compensation program and any extended state unemployment compensation program.

Ohio provides an additional twenty weeks of unemployment compensation for qualified individuals but this benefit is only effective for UC applications filed by February 6, 2010. There may be extensions to UC benefits from both the state and federal government in the future, but currently, the federal EUC is expected to phase out beginning in February 2010 and the last expected week for the payout of EUC benefits from the federal government is July 31, 2010. The state of Ohio has not announced any future extensions, but stay tuned.

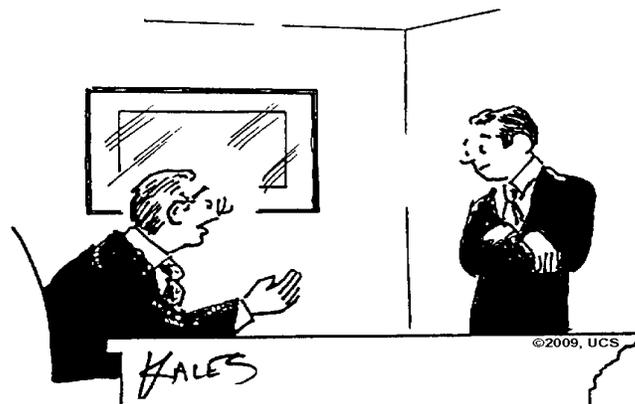
An additional benefit for individuals who estab-

lish regular unemployment claims prior to February 28, 2010, is the Federal Additional Compensation (FAC) payment of a maximum of \$25.00 which will be payable through the week of August 28, 2010. Also, for those receiving unemployment compensation in 2009, the first \$2,400.00 of unemployment compensation will not be subject to federal income tax, although amounts in excess of \$2,400.00 will be taxable for tax year 2009.

Before the economic downturn, COBRA provided laid-off employees with the option of paying 103 percent of their health insurance premiums to continue health care benefits. Last year, the federal government passed legislation which provided that the federal government would pick up 65 percent of that tab, making the option to keep health care benefits more affordable for the millions of Americans out of work.

The good news is that the COBRA premium reduction has been extended as of December 21, 2009. Now, eligible individuals may qualify for up to fifteen months of the reduced premiums. It also extends the eligibility of individuals to initially qualify for the benefit, so anyone laid off between now and February 28, 2010 may qualify for the reduced premium.

For individuals laid off who are also supporting families, Food Stamps, Medicaid, and WIC may be benefits to which they are entitled under federal guidelines. If someone you know is receiving unemployment compensation and they are struggling to pay for groceries or other necessities, they should be encouraged to complete an application at their local Opportunity Center.



"Let's not talk about layoffs, Farley. Let's just say we're entering into a period of negative hiring."

New PGO Council Elects Officers

PGO's newest council, the Warren County Children Services Employees Union, PGO Council 9, recently elected officers to their first term. **Tracey Turley** has been elected to serve as President, Vice President is **Brett Couch**, and the Secretary-Treasurer is **Sarah Vargo**. The position of Steward will be filled by **Anthony Blakely** and **Trina Gunn** is the PGO Delegate. Congratulations to the newly elected officers, welcome to PGO and thank you for volunteering to work for your union.

SERB Update

By John Campbell-Orde, Esq., PGO General Counsel

In *In re Salem Firefighters*, SERB considered whether the union had committed an unfair labor practice by insisting throughout the fact-finding process that certain existing contract language be carried forward into the new collective bargaining agreement. Under the collective bargaining law, some topics are considered mandatory subjects of bargaining, while other topics are considered permissive subjects of bargaining.

An employer and union are *required* to bargain with each other over mandatory subjects of bargaining. In contrast, while an employer and union may voluntarily bargain over topics considered permissive subjects of bargaining, they are not required to do so. Both employers and unions can violate the collective bargaining law by insisting that the other side bargain over a permissive subject of bargaining.

In *In re Salem Firefighters* the employer had proposed deleting existing contract language that required the employer to maintain minimum staffing levels. The union proposed that existing contract language on minimum staffing levels be carried forward into the new collective bargaining agreement. Unable to reach agreement, the union and employer engaged in the dispute resolution process called "fact finding," in accordance with the collective bargaining law.

During fact finding, the union insisted that existing contract language on minimum staffing levels be carried forward into the new collective bargaining agreement, while the employer insisted that the lan-

guage be eliminated. The employer later filed an unfair labor practice charge against the union. In the charge the employer asserted that the union had violated the collective bargaining law because existing contract language on minimum staffing levels was a permissive subject of bargaining, and therefore the union could not insist on retaining such language in the new collective bargaining agreement.

SERB concluded that the union had not violated the collective bargaining law by insisting that existing contract language on minimum staffing levels be carried forward into the new collective bargaining agreement. In reaching this conclusion, SERB clarified an important earlier opinion called *Youngstown* in which SERB had defined mandatory and permissive subjects of bargaining. SERB explained that once an employer and union have included a permissive subject of bargaining in their collective bargaining agreement, SERB will treat the permissive subject in effectively the same manner as a mandatory subject of bargaining. Thus SERB clarified that an employer or union can insist that existing contract language concerning a permissive subject of bargaining be carried forward into a new collective bargaining agreement.

If a union or employer wants to alter or eliminate existing contract language concerning a permissive subject of bargaining, the union or employer must bargain with the other side over whether to alter or eliminate the existing contract language. Any proposals to alter, eliminate, or maintain existing contract language are subject to dispute resolution procedures, including fact finding. Thus SERB concluded that the union did not commit an unfair labor practice by insisting during fact finding that existing contract language on minimum staffing levels be retained in the new collective bargaining agreement.

Going Through Changes? Let Us Know

Has your name changed? Have you moved? Do you have a new telephone number? If so, please let our office know. Help us maintain accurate membership files by contacting the PGO office to update your personal contact information. Keeping us informed will allow us to serve you better.