

The Professionals Guild of Ohio



PGO UNION NEWS

November/December 2013

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PGO Hires New Field Representative

Paul Henry began work with PGO on October 21. Born and raised in Jamestown, Ohio, Paul was raised in a union home and has always felt strongly about workers' rights. He attended Wilmington College of Ohio and graduated summa cum laude. After graduation he decided that the best way to effect change in the workplace was to attend law school. He graduated cum laude from Thomas M. Cooley Law School in Lansing, Michigan.

Paul worked with SEIU Local 517M primarily in Flint, Michigan representing Flint Community Schools workers until Right to Work passed in Michigan, in December 2012. After that, Paul worked independently as an attorney in Michigan but jumped at the chance to work with PGO. Paul currently lives in Columbus with his fiancé and is excited to fight for workers' rights back in his home state.

The Legislative War On Workers Continues

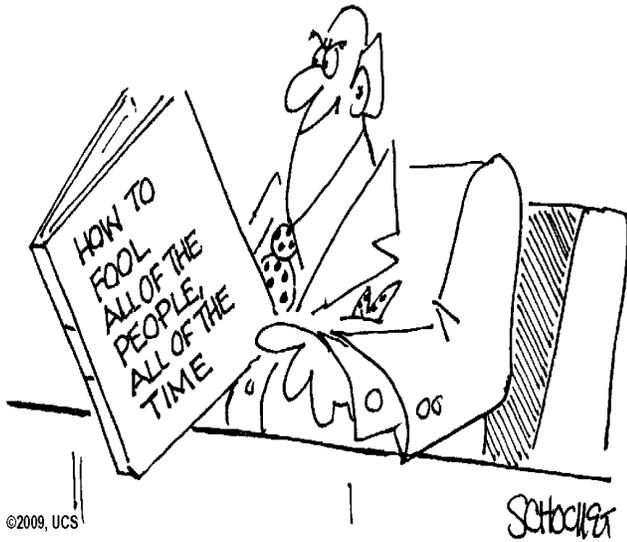
*By Paul Henry, Esq.,
PGO Field Representative*

After Ohio's unions claimed a decisive victory in the war on labor by taking down Senate Bill 5, there was hope that the battle had been won and the talk about Right to Work in Ohio would be a thing of the past.

Sadly, this is not proving to be true. There are still some persistent politicians who are trying to force the issue once again. Republican Representative Ron Maag of Warren County is the primary sponsor of HB 152—a Right to Work bill for public employees. This legislation would affect every public employment sector—state employees, school district employees, county employees, and municipal employees.

This bill (HB 152) would prevent public employers from deducting union dues from your paycheck without your express written consent. Even after authorizing the deductions, consent can be withdrawn at any time. This legislation would also prevent collective bargaining agreements from containing provisions which make the payment of dues or fair share fees a condition of employment. This means there would be no penalty for someone who chose not to pay anything to their union.





Even though a Right to Work bill such as HB 152 would change the obligation of those who are protected by a union (i.e., they no longer have to pay for it), it would not change the union’s duty of representation. By law, the union would still be required to represent every single member within the bargaining unit, including those who would choose not to pay union dues.

This clearly creates a problem. The less funding a union receives, the harder it becomes for a union to provide proper representation. Since the union’s legal duty to represent everyone in the bargaining unit does not change, the union, which would already be receiving less funding, would face the danger of exhausting its resources in representing members who refuse to pay. Right to Work is designed to weaken a union’s bargaining power and silence workers’ voices.

As of now, HB 152 has received very little traction. It was introduced in May earlier this year but has yet to even be discussed in a committee. Governor Kasich has also stated Right to Work is not a priority for him. As a word of warning, Governor Snyder of Michigan uttered almost the exact same phrase. On December 11, 2012, I stood outside the Michigan Capitol building in protest when Governor Snyder signed it into law without any deliberation. Even though SB-5 was turned back, it looks as though it was only the first wave. As always, it is important for the labor movement to stay vigilant as new attacks can be seen on the horizon.

Cincinnati Votes to Keep Pension Plan

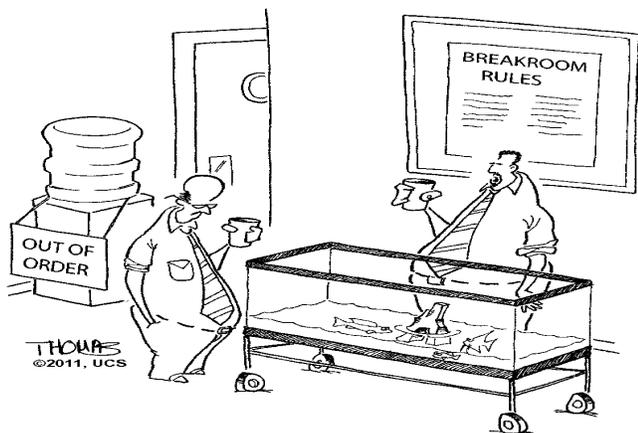
On November 6th, Cincinnati voters overwhelmingly rejected an amendment that would have required major changes to the Cincinnati pension system. Issue 4, as it was known, would have required the city of Cincinnati to switch the city workers from the pension plan which they have been able to rely on for a steady paycheck in their retirement for the past 80 years, to a 401k.

Those who supported Issue 4 argued that fiscal responsibility should be on the forefront of the discussion about Cincinnati’s future. Their belief was that the pension system, in its current form, would be unsustainable. Comparisons to Detroit’s financial fiasco were repeated over and over in an attempt to frighten people into believing that if Cincinnati was required to pay pensions, it would end up in the same predicament as Detroit; bankrupt and crumbling.

The current pension plan does have some problems. It has close to 900 million dollars in unfunded liabilities. This means that retirees must be paid out of the current income of the plan rather than from a separate fund that has been paid into. Most of the unfunded liability arose back when the economy took a tumble back in 2008. The proponents of Issue 4 also wanted this 900 million dollar liability to be paid off within the next 10 years. This most likely would have caused the city to be unable to provide services for its residents and an increase in taxes.

Even with the problems, almost 80 percent of Cincinnati voters agreed that gutting the plan and hurting the workers and retirees who rely on it was not the answer. On November 6th, Cincinnati residents took a stand for those who dedicate their time to public service. They stood up for retirees, present and future, and agreed that if a worker put his or her time into providing for the city of Cincinnati, the city of Cincinnati would continue to provide for them.





"It's time to file a grievance on the water cooler."

PGO Wins Member the Promotion He Deserved

PGO recently won an arbitration for a member who had been unjustly denied a promotion at Montgomery County Children's Services (PGO Council 12). The grievant had been an employee since 2008 and had applied for a vacant position within his bargaining unit which would have been an increase in pay and in hours. Management denied the grievant this promotion choosing instead to hire someone from outside the bargaining unit.

PGO approached management about this decision as bargaining unit positions had always been filled with bargaining unit members who were qualified to perform the job. Management refused to budge on the issue and insisted that it had the right to hire whichever applicant it wanted. The Union appealed the grievance to arbitration.

The issue of the promotion went before the arbitrator who agreed that the member should have been awarded the position. The Union provided witnesses and memorandums of understanding to highlight the past practice of hiring from within the bargaining unit. Management failed to provide any evidence to contradict the Union's position. Management also attempted to evade the arbitrator's questions pertaining to how staffing had taken place in the past. When the arbitrator pressed the issue, management was unable to provide an example where a position was first offered to an applicant outside the bargaining unit when a qualified member had applied.

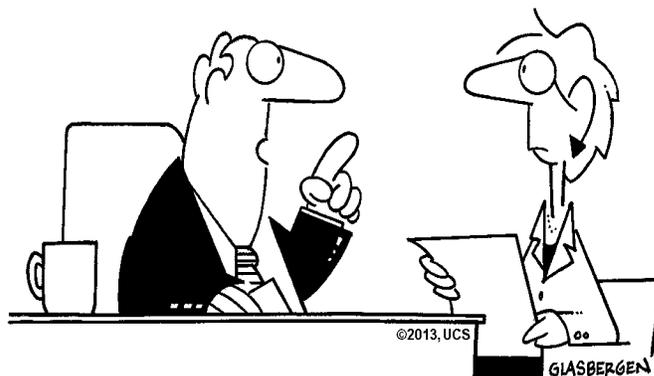
In the arbitrator's decision, the grievant was awarded the position he had applied for. In addition, the grievant was awarded back pay for the past six months in order to put him in the position he would have been in if not for management denying him the promotion.

Member Tip: It's Not Just the Union Contract

Don't be misled by the term "union contract." Understandably, people call it that because the union negotiates it. But every contract is a deal struck by two parties and is binding on both. In the case of a collective bargaining agreement, this means that your employer and your union have gone through a process of give and take. At the end they reached an agreement under which employees and the employer have both rights and obligations. So it's really not just the "union contract," it's the union and employer contract, and both sides have to live by it.

Understand too, that a union contract is fundamentally different from other contracts you're used to—say, a contract to buy a house. A collective bargaining agreement reflects the relative power between the union and the employer. You and your union may not be pleased with some of the terms in a contract settlement, but you may not have the wherewithal to reject a deal on those terms. Sometimes all that can be done is to take the deal this time and organize more effectively for the next round of bargaining. Always remember this: without fail, the stronger the union, the stronger the union contract.

Adapted from the Union Member's Complete Guide, by Michael Mauer.



"Our staff is overworked and underpaid and we need to do something about it. Start a support group for people who are overworked and underpaid."



**Buy Union
Made in the USA**

The holidays are upon us and where we spend our money matters. The Union Label website is a great place to start if you are looking for gifts made in the USA by union workers. Check it out by going to www.unionlabel.org. You can search by category or key words.

If you are looking for big ticket items like computers or tablets, there are two websites to help you find union built, made in the USA devices. Go to www.unionbuiltpc.com and www.computersmadeinusa.com. When booking your hotel reservations when you travel over the holidays, be sure to check www.hotelworkersrising.org to avoid staying at a hotel that is being boycotted because of its poor labor practices. And, as always, pack those stockings full of sweet treats from **Hershey's**, **Russell Stover**, or **See's Candies**, all made by union brothers and sisters.

Stock the bar at your holiday party using United Farmworkers produced wines:

- **Chateau Ste. Michelle**
- **Columbia Crest**
- **Dollarhide Ranch**
- **Scheid Vineyards Inc.**
- **Papagni Fruit Company**
- **Balletto**
- **Charles Krug**
- **C.K. Mondavi**
- **St. Supery**
- **Gallo of Sonoma**

Can't decide what to buy? Give a gift card to the following stores staffed by members of the UFCW:

- **Albertsons**
- **Fry's**
- **Giant**
- **Kroger**
- **Macys**
- **Meijer**
- **Safeway**
- **Vons**

**Tis the Season:
Holiday Reminder**

We are in the holiday season. So, this is a good time to remind everyone, especially new employees, that there usually are some restrictions relating to holidays. Like most things, this will vary from union contract to union contract. However, common provisions require employees to work their last scheduled shift before and after a holiday or be on FMLA leave during that time in order to receive holiday pay. Also, some contracts prohibit using vacation leave to extend a holiday.

If you might have an issue in this regard, check your union contract, particularly the articles on holidays, vacation, and sick leave or talk to your local union representative.

PGO Office Holiday Schedule

The PGO office in Columbus will be closed December 24th and 25th in observance of the Christmas Holiday. The office will also be closed on December 31st and January 1st in observance of the New Year Holiday.

**2014 PGO Executive Board
Meetings Scheduled**

Quarterly meetings of the PGO Executive Board have been scheduled for January 25th at the PGO office in Columbus, April 26th at the Montgomery County Children Services office in Dayton, July 19th at the PGO office in Columbus and October 18th at the Lucas County Children Services office in Toledo. All meetings are scheduled to begin at 10:30 a.m. All meeting dates, times and locations may be subject to change by the Executive Board.

