



OHIO  
CIVIL  
SERVICE  
EMPLOYEES  
ASSOCIATION

PUBLIC EMPLOYEE QUARTERLY AFSCME LOCAL 11/AFL-CIO  
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**Keep this report.**

The contract language contained in this issue of the *Public Employee Quarterly* will serve as a temporary contract, presuming ratification. Also, note that you will not be mailed a copy of the Fact Finder's report. Due to time constraints, the Fact Finder's report will be distributed at your chapter's contract voting meetings. Check with your chapter officers for the dates, times and locations of your meetings.

# TENTATIVE AGREEMENT

**BETWEEN**

**THE OHIO CIVIL  
SERVICE  
EMPLOYEES  
ASSOCIATION**

**THE STATE  
OF OHIO**



**AND**



**ALSO in this  
publication...**



- Les Best Scholarship application request
- Horizon Award application...Members' Extras and other bargaining news

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\* Not reproduced

# Bargaining team makes best of bad situation

## Economic issues head to fact finding

“Between a rock and a hard place” is where union negotiators found themselves this year during contract negotiations with the State of Ohio. On the one hand, the bargaining team held the awesome responsibility of crafting a fair contract for state employees who have worked hard and played by the rules. On the other hand, they knew with the economy on the verge of collapse, their ability to make economic gains would be hampered, to put it mildly.

From the beginning of bargaining, OCSEA’s negotiating team was reminded again and again of just how empty Ohio’s coffers are. Not only did the state’s chief negotiator hammer home the point, but Budget Director Pari Sabety and Governor Ted Strickland himself met with the OCSEA team twice to plead their case and show the team the budget figures.

The state had a \$7.3 billion dollar hole to fill, and was uncertain of how a federal stimulus package would shore up its crippled budget. State

predictions indicated the closure of as many as 10 state facilities and the layoff of 10,000 employees without an infusion of revenue.

Daily headlines of states and local governments taking cuts, furloughing employees and laying off workers also underscored what lay ahead for the team. States like California, New Jersey and New York were furloughing monthly and still laying off thousands of employees. Nevada was proposing 6 percent pay cuts and Pennsylvania had instituted “rolling furloughs.” Economically solvent states like Maryland were even cutting staff. And the news did not improve.

Before mediation even got underway, the state announced it was looking for some serious money from state employees. The governor’s office released an executive summary of his next two-year budget indicating his intention to institute pay cuts of up to 6 percent for exempt employees, plus days off without pay. Of course, any cuts



from the union's ranks would be an outcome of bargaining, according to the budget document, but clearly, he was sending a message.

### **Wages and economics head to fact finding**

"In an economic climate where tens of thousands of Ohioans have lost their jobs, we were in a tough spot," said OCSEA Executive Director Andy Douglas. "Daily headlines showed us that everywhere jobs were going away. Ohio is no exception and, in fact, is one of the states hardest hit."

"This is the most difficult situation OCSEA has ever been in since the beginning of Collective Bargaining," said OCSEA President Eddie L. Parks. "Never before have we been talking only about concessions during mediation."

After hot and heavy negotiating with both the state and OCSEA proposing various compromises, the remaining issues (economics) are in the hands of a Fact Finder. The Fact Finder's report is expected within the next two weeks as we go to print and will decide the final issues in question.

Mediator/Fact Finder Dr. David Pincus cautioned the union and the state to settle before going to fact finding. "If there is any chance of avoiding a hearing, then I have to have an offer," he said during the last days of mediation.

Given the untenable situation OCSEA was faced with, the union team focused on ways to make the best of a very bad situation. The goal was to keep the harm to members to an absolute minimum. Of all the unacceptable options on the table, unpaid days off seemed a more palat-

able choice than a cut in base pay (another management option) or shortening employees' work week. The team's focus was to figure out a way the days off could be better controlled by employees and not just administered at the whim of management.

The team was also concerned that any concessions apply equally across all bargaining unit members so that those in 24/7 facilities and those in non-24/7 institutions carry the same burden, as much as possible.

While the proposal will still go to a Fact Finder for a final report, and the specific language and details will not be available until that report comes out, the broad parameters of what is being considered are as follows:

#### **For each of two years**

- ◆ 10 unpaid cost savings days off per year for Bargaining Units 6, 7, 9, 13, 14
- ◆ 10 holidays off without pay per year for full-time employees in Bargaining Units 3,4,5 and all part-time, ETAs and DRG employees
- ◆ Freeze of step increases
- ◆ Freeze of personal leave accrual and cash out
- ◆ Eight vacation hours per quarter to be made available for use according to personal leave rules

#### **Third year**

- ◆ Steps unfrozen
- ◆ Personal leave accrual and cash out unfrozen
- ◆ 10 cost-savings days and 10 unpaid holidays cease
- ◆ 32-hour bonus in cash\*
- ◆ 32 additional hours of sick leave\*

\* To be paid and accrued at the beginning of the third year of the contract.

### **OCSEA team soldiers on**

Despite the unprecedented obstacles and onerous signs, OCSEA's bargaining team was still able to make some real gains and hold off some of the most withering language the state proposed.

In several areas, the union was able to craft "me too" language that indicated whatever exemptions received, so too would OCSEA members. On the issue of travel expenditures, for example, OCSEA members will receive the same mileage reimbursement as exemptions, beginning with a floor of \$.45 a mile and giving the Office of Budget and Management the ability to move that figure up, but not down, unless the IRS rates goes down substantially. With the Computer Purchase Program, "me too" language will ensure that if any state employees are offered a Computer Purchase Program in the future, OCSEA members will be offered it, too. A joint committee will also be established around the Computer Purchase issue.

Major movement in the area of leaves for employees who are sick, disabled or injured will give members some needed relief (see page 8) and, despite a health

care fund \$30 million in the red, the union held the line on employees' share of the health care premium (see pages 4-5).

The elimination of fines was a major sticking point, particularly for OCSEA members in agencies like the Departments of Rehabilitation and Correction and Job and Family Services. The new language eliminates fines and creates a more uniform, less random, process of discipline - something both sides had an interest in.

The Information Technology (IT) reclassification project that OCSEA has been involved in for several years culminated at the bargaining table with language that will give members in those classifications some much needed job security. Training, career pathways and a voice in the process will go a long way to enhance the future employment and career achievement of OCSEA members in IT.

"Given the unbelievably bad climate for bargaining, OCSEA members should be proud of their bargaining team," said OCSEA President Eddie L. Parks. "They made the best of an extremely bad situation." □

### **Contract highlights include:**

- *No health care percentage of the premium increase.*
- *Elimination of fines.*
- *Same travel pay for bargaining unit and exemptions.*
- *Service time from other political subdivisions of the state can be used toward vacation accrual.*
- *Salary Continuation up to 480 hours per claim for 100 percent of salary for injured workers.*
- *Second week of sick leave to be supplemented up to 100 percent the second week for pre-scheduled doctor's visits with own sick leave.*
- *Intermittents come into OCSEA bargaining unit.*

# Team holds line on premium

## Gains made in health care despite hole in fund, rising costs

**O**CSEA negotiators knew going in the union would be facing great obstacles when it came to bargaining health care. The biggest problem: the State of Ohio's over-extended health care fund, which is short by approximately \$31 million, thanks to rising health care costs.

That's why, nearly a year ago, the Joint Health Care Committee - made up of both union members and managers - began looking at health care contract language and ways to save money while maintaining quality, affordable health care for state employees.

It is common practice for the JHCC to begin looking at language far in advance of contract negotiations because the plan can take months to

work on and improve. But strategically, the committee had no choice, given dire economic times, to be ahead of the game.

However, union members on the JHCC were taken aback when, despite months of meetings and already-determined joint proposals, there was last minute jockeying by the state and a threat to

increase the health care premium share from its current 15 percent to as much as 25 percent. Holding the line on the premium share was one of OCSEA members' first pri-

orities, according to member surveys and feedback, and one of the first priorities for the JHCC.

The union bargaining team was successful in fighting off

Not only was the union able to fend off the increased premium share, which will be maintained at 15/85, but they also held the line on deductible amounts and current drug co-pays.

the dangerous premium percentage increase. In the end, they did it without having to go to mediation or an outside Fact Finder, which could have had disastrous consequences and resulted in major take-aways. When

health care went to fact finding in 2003, a Fact Finder handed a devastating blow to the union with a 5 percent premium increase that raised the share from 10 to 15 percent.

Instead, the union members of the JHCC fought diligently to hold the line on a number of issues and made some important and money-saving changes. Not only was the union able to fend off the increased premium share, which will be maintained at 15/85, but OCSEA also held the line on deductible amounts and current drug co-pays.

Other language eliminates mandatory mail-in for maintenance drugs and sets the stage for the development of a retail generic drug program, where state employees pay half the cost of \$4 (30-day) and \$10 (90-day) generics offered through chain store pharmacies.

"These changes were not just about saving money but about overall health and com-

### How does OCSEA members' health care measure up?

#### premium share

National average  
**27%**

OCSEA members  
**15%**

OCSEA members' share of the health care premium is far lower (by 12%) than the national average.

#### office co-pays

National average  
**\$19**

OCSEA members  
**\$20**

The amount OCSEA members will pay out-of-pocket for office visit co-pays is on par with the national average.

#### out-of-pocket maximums

National average (family)  
**63% pay more than \$3,000**

OCSEA members (family)  
**\$3,000**

National average (single)  
**66% pay more than \$1,500**

OCSEA members (single)  
**\$1,500**

The out-of-pocket maximums for OCSEA member families is less than the national average for both singles and families. Approximately 2/3 of state employees never hit their yearly out-of-pocket maximum.

monsense,” said Louella Jeter who sits on the JHCC and is a member of the union’s main table bargaining team.

“People weren’t getting their scripts filled because mail order was seen as an obstacle or they just didn’t have enough money to cover a 90-day supply. And sometimes ineffective drugs would be changed mid-way and employees would be stuck with unusable medication,” said Jeter.

Additional wins include wellness visits and screening co-pays being paid at 100 percent, the elimination of co-

pays for insulin and expanded coverage for immunizations.

In order to maintain the current premium percentages far below the 27 percent national average and make other advances, however, some adjustments had to be made. These included an increase in physician co-pays from \$15 to \$20, an increase in out-of-pocket maximums from \$1,000 to \$1,500 for single coverage and from \$2,000 to \$3,000 for family coverage and the addition of a spousal surcharge of \$12.50 a month.

Increases in office co-pays

were made to fall in line with the national average of \$19 and will ultimately save approximately \$2.5 million. Similarly, the out-of-pocket increase for family coverage falls in line with the \$3,000 national average. The single increase actually falls below the national average of \$1,750. Out-of-pocket maximum increases will result in a \$6 million savings.

The addition of a monthly spousal surcharge, which will result in \$4.5 million in savings, was proposed to deal with soaring health care costs associated with spouses who account for the highest number of claims and health care expenditures. On average, the medical and prescription costs per spouse each month is just over \$4,500. Spousal costs on average are higher than those associated with the actual state employee policy holder and nearly

\$3,000 more per month than the costs associated with a child who is covered under the plan.

Another money-saving proposal is the requirement of mandatory annual re-enrollment and dependent eligibility audits. The \$6 million cost-saving measure will ensure that people ineligible under the plan (i.e., divorced spouses, non-family members) are no longer covered and accruing inappropriate expenditures.

“As a committee we are dedicated to quality, affordable health care, but we also have to maintain the solvency of the health care fund. And sometimes that requires difficult choices,” said Jeter. “Going to the Fact Finder to resolve these issues was just not a gamble we wanted to take.” □

## At a glance...

<b>Premium</b>	<i>No change. Employee share stays at 15 percent.</i>
<b>Prescriptions</b>	<i>Eliminates mandatory mail-in for maintenance medications.</i>
<b>Drug co-pays</b>	<i>No change. Maintains the current drug co-pay.</i>
<b>Deductible</b>	<i>No change. The deductible amount a participant must pay before the plan pays will stay the same.</i>
<b>Preventative services</b>	<i>Expands to cover all preventative services (no co-pay or deductible) as recommended by the U.S. Preventative Services Taskforce.</i>
<b>Prescriptions</b>	<i>Sets the stage for the Joint Health Care Committee to work together on developing a retail generic drug program, in which state employees will pay half the cost of \$4 (30-day) and \$10 (90-day) generics offered through chain store pharmacies.</i>
<b>Insulin</b>	<i>Eliminates the co-pay for insulin.</i>
<b>Immunizations</b>	<i>Expands coverage for immunizations to include ALL immunizations as recommended by the Centers for Disease Control.</i>
<b>Office co-pay</b>	<i>Increases office co-pay from \$15 to \$20.</i>
<b>Spousal surcharge</b>	<i>Adds a surcharge of \$12.50 per month for spouses.</i>
<b>Out-of-pocket maximum</b>	<i>Increases the out-of-pocket maximum from \$1,000 to \$1,500 for single coverage and from \$2,000 to \$3,000 for family coverage.</i>
<b>Re-enrollment and dependent eligibility audits</b>	<i>Requires mandatory re-enrollment and dependent eligibility audits aimed at reducing inappropriate expenditures on non-eligible people.</i>



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# New classification language to strengthen employment security

## Adds training, career ladders, and high performance systems

Look at any industry in the private or public sector and you'll find that jobs and work processes continue to change. That's why OCSEA set out to make contract gains that will enhance the union's role in the classification review process, create advancement opportunities, flatten bloated management structures, and boost employment security.

Joint labor/management subcommittees of the bargaining teams addressed different sections of Articles 8, 36.05 and 43 that will have an impact on state employee union members' current work, future career paths, and long term employment security for years to come.

### Review process

Established in 1994, OCSEA's classification review language for state employees had been the envy of other public sector unions. But evolving technologies and new business practices, had union leaders identifying opportunities to strengthen, expand, and preserve existing member rights regarding these classification structures.

While it's true that many state classifications are outdated and have not been reviewed for decades, the union's key interests in retooling the classification review system hinged on opportunities to create career paths for

bargaining unit employees, curtailing contracting out of vital public services and enhancing the union's role in the review process.

Both sides agreed to restructure the classification review process and to create a Joint Review Committee that includes up to five OCSEA bargaining unit employees from the designated classifications or groupings that will serve as Subject Matter Experts.

The review committee will determine the scope of a classification review, which could include a segment, a series, or portions of a classification.

"Unlike the original language, the new review process will look beyond how an employee's duties were performed in the past," Jim Adkins, chapter president of

Ohio Womens Reformatory Chap. 8010, said of the expanded language. "Joint committees will also explore how those duties should be performed in the future, identify appropriate classification and compensation and decide whether or not specialized training will be required."

The contract retains the current protections established in the original Article 36.05 language, including the right to grieve a classification assignment and pay range as well as language that protects employees' appeal rights. The new agreement also clarifies OCSEA's right to place classification issues on the labor-management agenda for discussion.

The establishment of Article 36.05 (B), Discontinuation of Committee, allows the

union to retain a piece of the original model and, if necessary, revert to the traditional model of submitting up to eight classifications per year for review.

### Information Technology

The classification review subcommittee based much of its work on the efforts of the Joint Information Technology Classification Committee that has been wrestling with the topic of reclassifying IT positions for nearly a year now. Formed in March 2008, the IT committee's project began as a collaborative effort of labor and management, including representatives from OCSEA as well as the Department of Administrative Services' Office of Compensation and Recruitment, the Office of Collective Bargaining (OCB) and the Office of Information Technology (OIT).

The Joint IT Committee conducted extensive research and called on Subject Matter Experts in the development of six new classification groupings. They agreed in November to move the following issues to the bargaining table: compensation, career paths, training, allocation and implementation and classification maintenance plans.

"The new contract language will deliver significant emphasis on education and training for the existing work-



**Highlights of the IT-related agreements include:**

- New pay ranges for the new IT classifications.
- Transition processes for employees to move from their old to their new classifications. The parties agreed that the transition will be agency by agency, and committees will be established by each department.
- Alternative dispute resolution procedures to resolve disagreements regarding new classifications during the newly negotiated transition periods, particularly where employees might be assigned a lower pay range classification.
- An agreement that the statewide Joint IT Committee will continue work to complete outstanding issues regarding the new IT classes. This committee will address promotion and layoff rights. Work will be completed by April 15, 2009.
- A subcommittee that will review the root causes of IT contracting out.

force and the development of formal career pathways," said John Anthony, state board member and chapter president of Taxation Chap. 2595. "The committee will also continue to work on maintaining updated IT classifications."



**Shared Services**

Looking toward the future and identifying tools public employees would need to compete in a global marketplace, OCSEA leaders in 1997 negotiated the Article 36.05 (C) - High Performance Work Systems contract language. Originally, the state wanted to establish bands of pay through which employees would move based on assessments of their performance. The Union rejected that proposal and recommended that fewer supervisors and more front line workers contributed to better service to customers.

But those recommendations were never implemented either. However, three contracts and 12 years later after the state announced its intention to centralize some business processes and financial transactions, OCSEA quickly identified the Shared Services initiative as a new opportunity to apply High Performance agreement

principles to ensure the services remain state-operated and delivered by public employee union members with a reduced management structure.

Unfortunately, under the law, the Union cannot stop management's decision to move these functions to a centralized location, but the Union continues to work to eliminate any negative impact to employees as a result of management's decision to centralize these services.

"The changes to the High Performance section of the contract permit a union role in establishing pilots or other modifications to processes when a redesign of government services is considered by the State," said Kathy Stewart, OCSEA Secretary-Treasurer. "We may explore some alternative approaches to core work processes that use, for example, self-directed work teams, alternative work schedules, and other high-performance workplace approaches that generate pos-

itive results for our members and their customers."

Both parties have agreed to jointly consider initiatives that may contribute to more efficient and effective delivery of state government services including:

- Development or revision of work processes
- Establishment of measured alternative compensation systems
- Implementation of flatter organizational structures
- Implementation of flexible scheduling methods

In addition, OCSEA secured language stating that in the event that redesigned services results in a workforce reduction, the State of Ohio will make a good faith effort to minimize the impact on bargaining unit employees and prevent layoffs through attrition, alternative work, and placement into vacant positions. □

# Union makes gains with OIL, other employee leaves

**OCSEA bargained tirelessly for members' most important issues, including those pertaining to different forms of leave. The team made gains in Occupational Injury Leave, or OIL, sick leave and holiday pay.**

## **OIL/Salary Continuation**

Occupational Injury Leave provides replacement income for employees who are injured by wards of the state, including inmates and individuals living in mental health and mental retardation or Ohio Veterans' home facilities. The leave is a substitute for Workers' Compensation that employees receive in the private sector.

In one of the most significant gains at the table, OCSEA negotiated a whole new category called Salary Continuation for state employees who are accidentally injured on the job. In institutions, approximately two-thirds of employees work directly with inmates or clients and are eligible to file OIL claims if they are injured by a ward of the state. However, administrative employees and others who are injured by other means have had difficulty filing claims. Salary Continuation will be a new category for these non-OIL or non-client related injuries and will compensate employees 100 percent for up to 480 hours.

Additionally, contract language developed by an OIL subcommittee will mean employees can receive up to 960 hours of OIL per year per claim. In the current contract,

employees who qualify for OIL receive 100 percent of their pay for up to 960 hours per year. Employees also will have the option of using up to three hours of OIL for doctor appointments. With the current contract, any unused hours were lost and employees would have to use sick leave for future appointments pertaining to their injury.

In another big win, the union won an appeal process for OIL. This big step will establish a third party administrative panel, made up of parties, as agreed to by SERB, that will review denials and limitations on Salary Continuation outside of the grievance proceedings. OCSEA will be represented on the panel.

## **Disability**

Another gain at the main table will ultimately increase employees' disability benefit pay. The union has been

anxious to give members relief for an unfair disability policy since the State won a one-year limit on the lifetime maximum during the last negotiations.

Language has now been agreed to that will eliminate the tiered process by which disability is paid during the first three months at 70 percent of an employee's base pay and at 50 percent for the next nine months. Now the state will pay 67 percent of an employee's base pay for the whole 12 months. This raises the total benefit of disability per employee to more than \$4,000.

## **Sick leave**

Relief from a punitive sick leave policy has been a key priority of OCSEA for more than a decade. For years, the union has had to be satisfied with one week of sick leave at 100 percent and the second week at 70 percent of their pay.

During a skillful round of bargaining, union negotiators deftly argued that an employee could use up all their sick leave just by going to pre-scheduled wellness

visits and screenings such as mammograms and colonoscopies. Allowing sick leave to be used at 100 percent for these visits, the union argued, would keep state employees and their families healthier and would, in the end, save the state in health care costs.

Management was convinced. An agreement was crafted that would pay members the second week of sick leave at 100 percent for outpatient procedures and recovery time and would allow members to supplement their second week of sick leave with their own sick leave balances up to 100 percent for pre-scheduled doctor's visits.

The compromise will allow employees who have enough sick leave balance to supplement the second week as long as they provide at least a 30-day notice and proof of a doctor's visit.

## **Holiday sick leave**

The union had an interest in obtaining some relief from a policy that forfeited the use of sick leave on the day before, on and after a major holiday for employees working in 24/7 operations, which the state won by virtue of an arbitration award.

In language agreed to by the two parties, the number of holidays to which the provision applies was reduced to five from ten. The remaining holidays are New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. In addition, if the employee works an extra intervening shift before or after the holiday, they will not have to forfeit their holiday pay. □

*During a visit with the OCSEA bargaining team, DRC activist and OCSEA bargaining team member Tim Roberts asks Gov. Ted Strickland what he plans to do about the "fat" that has accumulated within state service. He was alluding to a bloated management hierarchy that the union has urged the state to cut.*



# Subordinate Body Meeting and Election Notices

SUBORDINATE BODY	MEETING/PURPOSE	DATE	TIME	LOCATION
Dist. 2	Meetings	March 17, May 19	6:30 p.m.	UAW Hall – Evandale, 10708 Reading Rd., Cincinnati
Dist. 4	Meeting	March 23	7 p.m.	Kelso House, 4158 S.R. 43 Brimfield
Dist. 5	Meetings	March 25, April 29, May 27	6:30 p.m.	Theo's Restaurant, 632 Wheeling Ave., Cambridge
Dist. 9	Meetings	March 18 May 20		Golden Corral, 1660 Bridge St., Chillicothe China One, 202 Waverly Plaza, Waverly
ODJFS Assembly	Meeting	April 4	10 a.m.	OCSEA HQ, 390 Worthington Rd., Westerville
Fairfield/Perry Chap. 2320	Meetings	April 6 May 4	6:30 p.m.	Liberty Bell Restaurant, 102 North Broad St., Bremen
Chap. 3700	Meeting	May 13	5 p.m.	Ohio EPA, SEDO, 2195 Front St., Logan
PCI Chap. 6550	Meetings	March 18 May 19	2:15 p.m. 4:15 p.m.	Visiting Hall, Pickaway Correctional Institution, Orient
Stark 7600	Meeting	May 13	5:30 p.m.	ODJFS – Second Floor, 402 Second St., S.E., Canton

## SUBMITTING A MEETING NOTICE

The schedule for submitting meeting notices for the *Public Employee Quarterly* in 2009 is as follows:

### SPRING 2009 ISSUE:

**Last Day to Submit Notice:**  
3/23/09

**Earliest 15-day Meeting Date:**  
5/18/09

### SUMMER 2009 ISSUE:

**Last Day to Submit Notice:**  
6/22/09

**Earliest 15-day Meeting Date:**  
8/14/09

### FALL 2009 ISSUE:

**Last Day to Submit Notice:**  
9/21/09

**Earliest 15-day Meeting Date:**  
11/23/09

Once a year, a notice will be sent to all subordinate bodies reminding them of the opportunity to advertise meeting notices in the *Public Employee Quarterly*.

Meeting notices may also be submitted through our online meeting notice system. This online system requires that the user have a valid MyOCSEA and email account. The online system prompts the user to indicate whether or not the meeting notice submission meets the production deadline and whether the meeting will occur more than 15 days past the mail delivery date. The online system generates a verification "receipt" and sends it to the submitter's email account. To use the online meeting notice system, go to [www.ocsea.org/meetingnotice](http://www.ocsea.org/meetingnotice).

In addition, forms for submitting meeting notices are mailed to subordinate bodies quarterly. The forms will require the signature of an authorized chapter officer or election committee member. Meeting and election notices should be mailed to IT Secretary Sha Cone, OCSEA 390 Worthington Rd., Suite A, Westerville, OH 43082, faxed to 614-865-4777.

## CANDIDATE ELIGIBILITY

Per the subordinate body Constitution Article VI, Section 8: "Circumstances such as receipt of workers' compensation benefits, disability benefits, assignment to project staff, etc. may affect your eligibility to run for office in this election. If you are considering running for any office, executive board, or a delegate position, please contact OCSEA central office prior to the nomination date."



## Award for outstanding community service

In an effort to recognize the numerous contributions to Ohio's communities made by union members, OCSEA's Board of Directors established the annual Horizon Award.

This program honors and publicizes the often-overlooked acts of service, volunteerism, donation and heroism made by OCSEA members, which enrich and raise the quality of our neighborhoods and society.

*The winner of the Horizon Award will be honored at an OCSEA Board of Directors' meeting in Columbus.*

*In addition, OCSEA will make a donation of \$500 to the charity of the recipient's choice.*

Each year, union members have the opportunity to nominate their co-workers or chapters for the Horizon Award. The Board's Membership and Public Relations Committee serves as the panel of judges and focuses on the following criteria when reviewing nominations:

1. The nominee must be a current OCSEA member.
2. The service work or act of heroism could have been performed at either the local, state or national levels.
3. The nominee must demonstrate how the service or act positively affected individuals or the community as a whole.
4. The service work or act of heroism must have been performed within one year of application deadline.
5. Letters of support and personal testimony should be submitted describing the nominee's community service or acts of heroism and personal testimony. Personal testimony should describe how the act affected the nominator or the community.

**NOMINATIONS MUST BE POSTMARKED NO LATER THAN APRIL 1, 2009.**

NOMINATION FORM		Description of nominee's community service, work or act of heroism. Use additional sheets if necessary.
Nominee _____		_____
Address (city/state/zip) _____		_____
Telephone (home) _____ (work) _____		_____
Nominator _____		_____
Telephone (home) _____ (work) _____		_____
Email (home) _____		_____
Nominations must include letters of support. Are letters included? <input type="checkbox"/> YES <input type="checkbox"/> NO		_____
Send to: OCSEA Public Affairs Dept., 390 Worthington Road - Ste. A, Westerville, OH 43082-8331		_____

REMEMBER: Nominations must be mailed or postmarked no later than Apr. 1, 2009

# Agency-specific agreement highlights

While there is a master collective bargaining agreement that provides an “umbrella” contract for all employees, in some cases this agreement is augmented with additional agreements that pertain only to employees in specific agencies.

The following describes some of the most significant changes contained in these “agency-specific” contract agreements. Agencies not listed will keep current language.

## Adjutant General

Changes the Holiday Leave Bank section to allow for the cash-out of the entire bank of holiday pay.

## Agriculture

Expands Meat Inspection settlement agreement, including the automatic progression from trainee to meat inspector, 5 percent training supplement, labor management committees, starting and end times and drive time compensation.

## CSRAB

States that the Capital Square and Review Advisory Board must observe holidays with the work shift that begins on the observed day listed in Article 26.01 of the OCSEA contract.

## DAS

Adds language regarding OAKS employees that will automatically expire once managed services at OAKS is fully implemented. Also includes language in regard



*ODJFS agency-specific bargaining team members Marta Savula and Larry Cremeens discuss possible bargaining proposals with Tracy White, Jamecia Little and Cindy Bobbitt during a break-out session.*

to DAS Security Guard shift trades and overtime exclusion.

institutions and eliminates cap for four posting cycles after layoff.

## DRC

All employees (not just COs) to receive inclement weather gear. Changes vacation canvas formula to give COs more vacation opportunities for first, second and third shift employees. Increases from 10 to 30 percent the number of guaranteed transfers between

## DYS

Indicates only employees with transport duties will be required to have valid driver's license. Local agreements to be reviewed by OCSEA and DYS Central Office, and a committee to be formed concerning investigatory interviews and the use of no contact posts.



*BWC Assembly Pres. Lawrence McKissic (head of the table) leads an assembly meeting discussion on agency-specific bargaining issues.*

## BWC

Lays out the process for employees' participation in the BWC Certification Program and calls for Step 3 meetings to be conducted via teleconference, unless mutually agreed to otherwise.

## Commerce

Adds section regarding State Fire Marshall Forensic Laboratory positions.

*(From left) Mariano Haensel, Kelvin Jones, EPA Assembly Pres. Mark Besel, OCSEA Staff Reps. Deborah Bailey and Patti Howell discuss Ohio EPA's bargaining issues at OCSEA.*



## Education

Allows Education Consultants to accrue vacation leave under Appendix Q until new language regarding prior service credit (Article 28.01) becomes effective statewide July 1, 2010.

## EPA

Adds language to promote professional development for employees and formalizes the on-call coverage and support during non-working hours.

## MH

Expands bumping options for TPWs into the Community Support Program and increases TPW probationary period to 180 days. TPWs who take TPW curriculum to receive up to 4 percent supplement at discretion of ODMH.

## MR/DD

Establishes a statewide labor/management committee to address the problem of inadequate staff training to deal with highly aggressive individuals.

## ODJFS

Includes a post selection process for Franklin County ODJFS security officers based on agency seniority. Ensures union input regarding the additional work supplement program.

## ODNR

Establishes a new reasonable residency requirement for Mine Rescue Operators and Mine Safety Inspectors. Also calls for the state to email job vacancy postings to all employees with state email access.

## ODOT

Clarifies maximum overtime hours worked each shift. Intermittent employees will pay union dues and will be held to 1,000 hours per year. Shortens time for internal HT Series bids. Clarifies report-in location for construction/field employees.

## Public Safety

Encourages the utilization of the Ohio Workplace Mediation Program to resolve conflicts, including grievance resolution.

PLAN TO ATTEND ONE CLOSE TO YOU...

## Local "Roadshows" to review contract

Regional contract information meetings or "Road Shows" will be held between Mar. 16 and Mar. 22 to review the tentative contract language and the Fact Finder's report. OCSEA leaders, negotiating team members and staff will be in attendance to answer members' questions.

**It is vital that chapters send a representative to these meetings as these are the only places chapters can receive copies of the Fact Finder's report.**

The OCSEA constitution requires that contract voting be done at the chapter level. Voting can take place as soon as the regional meeting in your area is held and chapter members have received copies of the Fact Finder's report. Votes must be reported to OCSEA by 4 p.m. on Monday, Mar. 30. The following is the contract information meeting schedule:

**COLUMBUS** Mon. Mar. 16 6 - 8 p.m.  
Holiday Inn • 7707 N. High St. • Worthington • 614-436-0700

**PIKETON** Tues. Mar. 17 6 - 8 p.m.  
Comfort Inn • 7525 U. S. 23 • Piketon • 740-289-3000

**ATHENS** Wed. Mar. 18 6 - 8 p.m.  
University Inn • 331 Richland Ave. • Athens • 740-593-6661

**CAMBRIDGE** Thurs. Mar. 19 6 - 8 p.m.  
Ramada Inn • 2248 St. Rt. 209 • Cambridge • 740-432-7313

**COLUMBUS** Fri. Mar. 20 6 - 8 p.m.  
Holiday Inn • 7707 N. High St. • Worthington • 614-436-0700

**TOLEDO** Sat. Mar. 21 10 a.m. - noon  
Local 245 Electrical Workers • 705 Lime City Rd. • Rossford • 419-666-3350

**LIMA** Sat. Mar. 21 2 - 4 p.m.  
Holiday Inn • 1816 Harding Highway • Lima • 419-222-0004

**DAYTON** Sat. Mar. 21 6:30 - 8:30 p.m.  
Holiday Inn South • 2455 Dryden Rd. • Dayton • 937-294-1471

**MANSFIELD** Sun. Mar. 22 1 - 3 p.m.  
Holiday Inn • 116 Park Ave. West • Mansfield • 419-525-6000

**FAIRLAWN** Sun. Mar. 22 5:30 - 7:30 p.m.  
Holiday Inn • 4073 Medina Rd. • Fairlawn • 330-666-4131

Requires use of communication technologies for conducting grievance hearings and/or discipline meetings unless mutually agreed upon.

Customer Service Specialist 1s & 2s working in Customer Service Centers (BMV) are now subject to random drug testing.

## RSC

Adds promotional language for Disability Claims

Adjudicator 2s. Relocation language allows RSC to retain staff.

## Schools for Deaf, Blind

Clarifies Youth Leader work schedules for both schools. Clarifies that holiday observations are in accordance with Ohio Education Association school calendar. □



ODNR Assembly Pres. Steve Kullman (far right) led the agency-specific negotiations team in bargaining with the state.

# What is FACT FINDING?

**A**lthough there are many myths and misunderstandings about the bargaining process, the subject that causes the most confusion is “fact finding.” Unfortunately, misunderstandings about fact finding often influence how members vote on the proposed contract. Thus, it’s very important for members to be clear about the fact finding process before they make up their minds about how to vote.

## It’s in the law

First, the general rules that guide public employee

negotiations are established by Ohio law. The law allows the union and management to submit disputed issues to a Fact Finder after negotiations and mediation have failed and an “impasse” is formally declared.

Mediation involves bringing in a neutral “mediator” – a respected expert in labor relations – who tries to help settle disputes by resolving misunderstandings, setting goals, scheduling meetings and lending independent perspective to the two sides. In this round of bargaining, the sides selected Dr. David Pincus, an experienced arbitrator and someone very knowledgeable

about the current contract.

Ultimately, a mediator can only go so far, either because the sides refuse to bargain and compromise any further, or because time runs out. That’s when a Fact Finder comes into play.

## Fact finding as a last resort

The law doesn’t require that the two sides bring in a Fact Finder, but it usually beats the alternatives. For state employees, the only alternatives are to work without a contract or to go on strike, and even that isn’t an option for a huge part of the workforce that is legally barred from striking.

Therefore, fact finding makes sense only as a last resort and safety net to avoid the dangers of a strike. But for reasons explained below,

OCSEA leaders attempt to minimize the number of issues presented to the Fact Finder. Sometimes this doesn’t go according to plan. In the past, management has refused to discuss many issues during both regular bargaining sessions and mediation. This has left many unresolved and important issues – like sick leave – to the Fact Finder to resolve.

Fortunately, this year only the issues of hours and wages have been turned over to the Fact Finder, a situation helped by the pressure from rank-and-file union members and the hard work of OCSEA’s Negotiating Team.

## “Recommendations?” Not really

The way fact finding works is far different from bargaining or mediation, and is a poor

## What is Conciliation?

### What is conciliation?

Employees in safety-sensitive positions such as Corrections Officers and Juvenile Corrections Officers are prohibited from striking under the law. Instead, when they reject a Fact Finder’s recommendations, the law requires that the dispute be submitted to a neutral conciliator for final resolution. Conciliation is a final and binding arbitration where the employer and the union present their last best offers on unresolved issues.

### What does the conciliator do?

A conciliator resolves the dispute between the parties by selecting either the last best offer of the employer or the union. Unlike fact finding, in conciliation, the conciliator is required to pick either the union’s or the employer’s offer and not a compromise between them.

When selecting the employer’s offer or

the union’s offer, the conciliator bases his or her decision on the following:

- Past collective bargaining agreements
- Comparison of other public and private employers doing comparable work
- The interests and welfare of the public
- The ability of the employer to pay
- The parties’ stipulations
- The authority of the employer

### How does conciliation work?

Take for example roll call pay. Suppose at conciliation the employer’s position is to eliminate roll call pay altogether and presents evidence to support its argument. The union’s position is to leave roll call pay as is and supplies the conciliator with evidence supporting its argument. Given this hypothetical situation, the conciliator can only pick one offer or the other. The conciliator has no authority to find middle ground between the two issues.

Whichever offer the conciliator chooses, it is final and binding on both parties.

The award has the same legal effect as an arbitration award.

### Which employees are prohibited from striking?

Basically, all public safety employees are prohibited from striking under Ohio’s Collective Bargaining Law and must use conciliation. In OCSEA, the following employees are considered prohibited from striking against their employer: Correction Firefighters, Correction Officers, Correctional Sergeants/Counselors, Juvenile Correction Officers, Shooting Range Attendants, Psychiatric Attendants, Psychiatric Attendant Coordinators, Security Officer 3, Security Technician 1 and Security Technician 2, Youth Program Specialists, and employees at the School for the Deaf and the School for the Blind. ■

substitute for direct negotiations because of the uncertainty of involving an outsider. There is no prioritizing. There is no grouping of issues. There is no give-and-take. The Fact Finder can pick either management's position, the union's position, or a compromise in between.

The Fact Finder conducts what amounts to a hearing where, issue by issue, each side presents documentation and witnesses to support its respective position. Typically, the Fact Finder is swayed by "facts" - documented information such as employment statistics, budgets and contract settlements elsewhere in government. The Fact Finder also looks at patterns and comparable data from the private sector and other public employers for guidance.

As with the mediator, both sides look for a Fact Finder who is fair and has a great deal of familiarity with the issues. In this bargaining session, as in previous ones, the two sides agreed to use the same person for fact finding and mediation, so Pincus is playing a dual role.

The law requires that the Fact Finder issue "recommendations" to settle the disputes. The law then makes these recommendations binding on the two sides unless one or both sides votes to reject the recommendations. (Note: rejection of the recommendations also means rejection of all of the tentative agreements reached prior to fact finding.)

Here's the rub: In order to avoid strikes, the Ohio General Assembly defined rejection in a way that makes it nearly impossible for union

members to reject the recommendations. In order to turn down the recommendations, 60 percent of all union members - not just those voting to reject - must vote against the recommendations. This situation generally makes the so-called recommendations the final word on the contract.

### If rejected, then what?

Union research shows that many members vote against the proposal because they mistakenly think that turning down the recommendations automatically leads to renewed bargaining. If OCSEA members were to vote to reject the recommendations and tentative agreements, continued bargaining and mediation could theoretically happen, **but only if management would agree.**

The only required step is that the two sides participate in "conciliation," but only for those employees for whom striking is illegal: Correction Firefighters, Correction Officers, Correctional Sergeants/Counselors, Juvenile Correction Officers, Firefighters, Lieutenant Firefighters, Shooting Range Attendants, Psychiatric Attendants, Psychiatric Attendant Coordinators, Security Officer 3, Security Technician 1 and Security Technician 2, Youth Program Specialists, and employees at the School for the Deaf and the School for the Blind. (See accompanying article for more details on conciliation).

It's for this reason that when OCSEA members vote on the Fact Finder's recommendations and tentative

agreements, a "NO" vote also is a strike authorization vote (except for those positions listed above).

Fact finding and the related rules can seem to be complex. But keep in mind that fact find-

ing is really the last resort in the process to get a new contract, and when that process is concluded, there is no practical way in the law to get a "better deal." □



### What happens after fact finding?

- The current contract will be extended through contract voting.
- The Fact Finder will put out his report by March 12.
- Regional contract briefing meetings will be held at 10 sites around the state (see page 11). Bulk copies of the Fact Finder's recommendations will be provided at these meetings for chapter distribution.
- Chapters will hold voting anytime after their regional meeting is held.

### The ratification vote

#### Each voting member will have a choice to either:

- Ratify the Tentative Agreements (enclosed) and the Fact Finder's recommendations, which are treated as one package,
- or**
- Reject the Tentative Agreements and Recommendations and authorize union negotiators to call a strike ("Rejection" occurs when 60 percent of eligible voters vote to reject).

There is an important exception to this voting process. The law requires that if the Tentative Agreements and Recommendations are rejected, security employees cannot strike.

The unresolved issues of these employees would go to "Conciliation" where a conciliator will select from one or the other of the last offers made by the two sides (see *What is Conciliation?*). □

# 2009-10 Les Best Scholarship Fund

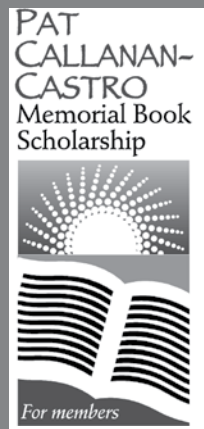
*Now doubled!*

OCSEA is proud to announce that this special benefit fund designed to help our members and their families with education costs has been increased to **\$12,000!**

The OCSEA Les Best Scholarship Fund will provide up to 10 financial awards for the 2009-2010 academic year to eligible union members, spouses and their dependent children. Members who apply can also be considered for one of two \$150 Pat Callanan-Castro Memorial Book Scholarships.



Dependents' College Scholarship	Dependents' Vocational Scholarship	Spouses' College Scholarship	Members' College Scholarship
For undergraduate students entering or already enrolled in a college or university full time; three \$2,000 scholarships.	For students entering or already enrolled in a technical, trade or vocational school full time – one \$2,000 scholarship.	For undergraduate students who are entering or already enrolled full time or part time in a college/ university or technical school, and are beginning studies in the fall – either two \$1,000 awards or four \$500 awards.	For members who are full-time or part-time undergraduate students or who will begin studies in the fall – either two \$1,000 awards or four \$500 awards.



## Les Best Scholarship Application Request

Return this form to receive an application and instructions for the 2009-2010 Les Best Scholarship Program. **NOTE: By completing this form, you are only requesting that an application packet be mailed to you. Completing this request form below is not an application for any of these scholarships.**

- |  |  |
|--|--|
| <b>Check</b> <input type="checkbox"/> Dependent-College        | <b>Check</b> <input type="checkbox"/> Dues-paying OCSEA member                 |
| <b>Category:</b> <input type="checkbox"/> Dependent-Vocational | <b>Eligibility:</b> <input type="checkbox"/> Child of dues-paying OCSEA member |
| <input type="checkbox"/> Member-College                        | <input type="checkbox"/> Spouse of dues-paying OCSEA member                    |
| <input type="checkbox"/> Spouse-College                        |  |

Applicant's full name: \_\_\_\_\_ Applicant's Social Security # \_\_\_\_\_

Street address: \_\_\_\_\_ Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ Zip code: \_\_\_\_\_ Applicant's phone: \_\_\_\_\_

Member's Full Name: \_\_\_\_\_ Last four digits of member's Social Security #: \_\_\_\_\_  
(required)

Home email: \_\_\_\_\_ Agency: \_\_\_\_\_ Job classification: \_\_\_\_\_

Member's Work Phone: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Mail this request to: **OCSEA Les Best Scholarship**  
390 Worthington Road - Ste. A  
Westerville, OH 43082

Or fax this form to the scholarship fax:  
**614-865-4777**

Members who apply for this category will also be considered for the Pat Callanan-Castro Memorial Book Scholarship.

The *quickest* way to receive the Les Best Scholarship application is by going to OCSEA's website to download and print one: **[www.ocsea.org/lesbest](http://www.ocsea.org/lesbest)**. Application packets are also available by completing the form on this page and mailing or faxing it to OCSEA.

For any questions about this scholarship, call OCSEA at **800-969-4702** or locally, **614-865-4700**, and refer to the **Les Best Scholarship**.

**Completed applications** must be submitted to OCSEA no later than **April 30, 2009**.

# New Contract Training Schedule

The OCSEA Education Department has scheduled classes around the state to deliver training to all union members. Participation in this class will also count as an attendance at an Advanced Steward training for the purposes of Steward Certification.



To register for any of the classes listed below, call the education registration hotline at **800-266-5615**, ext. 4772 and follow the recorded instructions, or register online at [www.ocsea.org/education](http://www.ocsea.org/education).

All trainings in Columbus will be held in **Bowman A&B** at OCSEA, 390 Worthington Rd., Westerville.

## COLUMBUS (OCSEA Headquarters)

- **Mon. Apr. 20**, 6 - 9 p.m.
- **Sat. May 16**, 10 a.m. - 1 p.m.
- **Sat. May 2**, 10 a.m. - 1 p.m.
- **Thurs. May 21**, 6 - 9 p.m.

## ELYRIA-LORAIN

- **Tues. Apr. 21**, 6 - 9 p.m., Holiday Inn Elyria-Lorain, 1825 Lorain Blvd., Elyria, OH 44035

## AKRON (Fairlawn)

- **Thurs. Apr. 23**, 6 - 9 p.m., Holiday Inn Akron West, 4073 Medina Rd., Akron, OH 44333

## LIMA

- **Mon. Apr. 27**, 6 - 9 p.m., Holiday Inn, 1920 Roschman Ave., Lima, OH 45804

## PORTSMOUTH

- **Wed. Apr. 29**, 6 - 9 p.m., Holiday Inn Express, 5100 Old Scioto Trail, Portsmouth, OH 45662

## MIAMISBURG

- **Thurs. Apr. 30**, 6 - 9 p.m., Holiday Inn Dayton Mall, 31 Prestige Plaza Dr., Miamisburg, OH 45342

## ATHENS

- **Mon. May 4**, 6 - 9 p.m., Hampton Inn, 986 East State St., Athens, OH 45701

## INDEPENDENCE

- **Wed. May 6**, 6 - 9 p.m., Holiday Inn Independence, 6001 Rockside Rd., Independence, OH 44131

## MAUMEE

- **Thurs. May 7**, 6 - 9 p.m., Hampton Inn Toledo South, 1409 Reynolds Rd., Maumee, OH 43537

## MANSFIELD

- **Tues. May 12**, 6 - 9 p.m., Holiday Inn, 116 Park Ave. West, Mansfield, OH 44902

## YOUNGSTOWN

- **Thurs. May 14**, 6 - 9 p.m., Holiday Inn Youngstown-Metroplex, 1620 Motor Inn Dr. (Belmont Ave.), Girard, OH 44420

## CAMBRIDGE

- **Mon. May 18**, 6 - 9 p.m., Holiday Inn, 2848 Southgate Parkway, Cambridge, OH 43725

## MARIETTA

- **Tues. May 19**, 6 - 9 p.m., Holiday Inn, 701 Pike St., Marietta, OH 45750

## Other Trainings/Conference

### Building Union Power 9 Conference

- **Fri. Apr. 17 - Sat. Apr. 18**, Hyatt on Capitol Square, 75 East State St., Columbus, OH 43215

### Steward Training

- **BASIC STEWARD - Sat. Apr. 25**, 9 a.m. - 4 p.m., OCSEA, Room 195, 390 Worthington Rd., Westerville, OH 43082
- **BASIC STEWARD PT. 1 - Tues. May 5**, 6 - 9 p.m., OCSEA, Room 195, 390 Worthington Rd., Westerville, OH 43082
- **BASIC STEWARD PT. 2 - Thurs. May 7**, 6 - 9 p.m., OCSEA, Room 195, 390 Worthington Rd., Westerville, OH 43082
- **BASIC STEWARD PT. 1 - Mon. May 18**, 6 - 9 p.m., Holiday Inn Elyria-Lorain, 1825 Lorain Blvd., Elyria, OH 44035
- **BASIC STEWARD PT. 2 - Wed. May 20**, 6 - 9 p.m., Holiday Inn Elyria-Lorain, 1825 Lorain Blvd., Elyria, OH 44035

## BUILDING UNION POWER

GOING FROM GOOD TO GREAT BY

# PULLING TOGETHER



CONFERENCE

## APRIL 17 & 18, 2009

HYATT ON CAPITOL SQUARE  
COLUMBUS

*You're going to love this conference...a very different lineup including the popular PEOPLE Auction!*

REGISTER ONLINE:

[www.ocsea.org/bup](http://www.ocsea.org/bup)

OR CALL: 800-266-5615, ext. 4772

HOTEL RESERVATIONS:

SPECIAL RATES: Single/double: \$119;  
Triple: \$129; Quad: \$139

Call the Hyatt at **800-233-1234** and mention the "Building Union Power Conference" when registering to receive the special discount. *Reservations MUST be made by March 24 to receive the discounted rate.*