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## Contracts Settled

### Patience, a ULP and an Arbitration Lead To New Agreements at McLaren Greater Lansing

Hard bargaining at McLaren Greater Lansing (MGL) forced Local 459 members to be patient but resulted with two (2) of the groups getting new agreements with better working conditions.

The contract for RNs expired September 2014. The contract for Technical employees expired September 2015. And both of these groups were still in bargaining when the contract for Paraprofessional, Office, and Skilled Trade(POST) employees contract expired September 2016. This was the first time that all three (3) contracts were open at the same time in almost twenty (20) years. In spite of the fact that the hospital was making record profits, each time a group began negotiations, the hospital proposed significant concessions.

The hospital argued that other Unions in the McLaren system agreed to similar concessions and counted on the fact that some Unions feel a bad contract is better than no contract. Local 459 members at MGL knew better.

It may not seem logical but having a private sector contract expire can sometimes increase the Union's clout. Every contract has a "management's rights" clause that allows an employer to operate their business. When the contract ends, so does the "management's rights" clause. Things the employer used to be able to do whenever it wanted now have to be negotiated with the Union when it is a change in working conditions. Management cannot legally move forward with the change until bargaining is completed. This strategy raised the cost for MGL of not having a new contract. The Local 459 members understood they got to keep their current pay, benefits and working conditions (which include none of the concessions proposed by management) while negotiations continued.

ULPs and an arbitration finally brought the negotiations to an end and led to new contracts for the POST employees and RNs. The Technical team continues to bargain.

### RN UNIT

The hospital proposed RNs move to the non-Union insurances, waive the right to bargain over changes to insurance in the future (the so called "me too" clause), eliminate all bonuses, freeze step increases after the contract expires, remove Nursing Assistants, Unit Assistants and Unit Coordinators from the staffing guidelines, end holiday pay and other changes to give management more control over staff's schedules. It took over a year before HR offered even a one percent (1%) pay increase in exchange for all the concessions proposed.



MGL RN Steering Committee Meeting to Plan Negotiations

The RNs understood they were better off with their current working conditions while they waited for a fair proposal from MGL. The proposed concessions would cost more than any raises MGL was likely to offer them. When the McLaren Flint RN Union accepted the non-Union health care plan in September

*(Continued on page 2)*

2016 along with giving the hospital the latitude to change insurance in the future, the Local 459 MGL RNs became even more determined to fend off these cuts.

The RN bargaining team didn't simply wait around hoping MGL would change its mind. They established a Negotiations Steering Committee to involve a greater number of members, improve communication and keep solidarity strong during the two and a half (2 1/2) year struggle. The Steering Committee adopted a strategy of letting the contract expire to put additional pressure on the hospital to get a fair contract.

The Steering Committee diligently kept Local 459 informed of any changes in working conditions. One change was management began awarding vacations differently. At MGL vacation during prime times is awarded by seniority but the contract limited the number of hours that any one RN could take. This language was agreed to during the 2012 negotiations. However, the hospital never implemented these limits. MGL began enforcing these restrictions in early 2016. HR argued they were simply following the contract. However, management created a past practice by failing to impose the parameters. It could not change the practice without negotiating. Local 459 demanded to bargain over this change. The hospital refused. The Union filed an unfair labor practice charge with the National Labor Relations Board (NLRB). The NLRB agreed that the hospital had a legal obligation to negotiate over the change with the

Union. The federal agency moved forward with prosecuting MGL.

A tentative agreement was reached the week before the trial. It contained none of the concessions management had been proposing in exchange for Local 459 withdrawing its unfair labor practice charge. The MGL RN contract is now the only agreement covering nurses in the entire McLaren hospital system that maintained the better health care. Other Unions such as the Michigan Nurses Association (MNA) have accepted the insurance cuts. The agreement also added a new three percent (3%) step to the top of the pay scale. The forty percent (40%) of the RNs at the top moved to the new step in the first full pay period following ratification. All other RNs will reach this step as they progress through the pay scale. The new contract will expire on September 30, 2018.

The RNs ratified the tentative agreement by a vote of 167 (91%) to 16 (9%).

The bargaining team was Chief Steward **Julie Murray, Deb Disler, Deb Douglass, Malinda Green, Kyra Keusch, Jo Ellyn Steele and Theresa Wing.** Some turnover was inevitable with negotiations lasting for two and a half (2 1/2) years. **John Endres** and **Ellen Harmon** recently left MGL but served on the team for nearly the entire time. The RNs were assisted by Local 459 Service Representative **Jeffrey Fleming.**

**POST UNIT**

The POST negotiations were conducted under different

circumstances. The bargaining unit accepted the non-Union insurance when MGL was losing money during the 2013 & 2014 negotiations in order to avoid wide spread subcontracting. The hospital is now under much firmer financial footing. However, this did not stop the hospital from proposing to take away holiday pay from eligible employees and ending steps when the contract expired. Knowing these would not be easy negotiations, regular bargaining unit meetings were held to keep the members informed and promote solidarity.

The pace of negotiations picked up after Local 459 arbitrated a class action grievance over how MGL subcontracted out Dietary services. After Local 459 put on its case at the first day of hearing in December 2016, management became more serious about negotiating a new contract and requested a number of new meetings with the negotiating team. At the next bargaining session, the hospital made its first proposal that covered all the open items for a new contract. While the arbitration was settled outside of and prior to the conclusion of negotiations, the momentum continued.

It became clear MGL would give more money to employees through creating new pay scales than in across the board raises. The tentative agreement included employees moving to the new pay scales that increased both the first and last step. Most employees had been at the top step for some time. New steps were added to the top. Employees would receive two (2) pay increases in the first year. The

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**Local 459 • On the Web: [www.local459.org](http://www.local459.org)**



**459 Update**

is newsletter published by Local 459 of the Office and Professional Employees International Union, 838 Louisa Street, Suite A, Lansing, Michigan 48911-0214. (517) 887-8844 or (800) 833-1103. Bulk rate U.S. postage paid in Lansing, Michigan. Permit #75.

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initial increase would occur when they moved to the new scale in the first full pay period following ratification. Then they would receive a step increase later in the year on their anniversary date.

Other terms of the tentative agreement included a \$375 signing bonus and a \$500 bonus in both 2018 and in 2019 to help offset health care costs. In 2018, the required hours for full-time benefits will increase from sixty (60) to seventy (70) budgeted hours per two (2) week pay period. The part-time benefit threshold will increase from thirty-two (32) to forty (40) budgeted hours. Prior to this happening, impacted employees will be given the option to increase their budgeted hours to the new minimum. Holiday pay was maintained for those currently receiving it. Step increases will continue past the expiration of the contract. The new contract will expire on September 30, 2019.

The tentative agreement was ratified by a vote of 170 (68%) to 80 (32%).

The bargaining team was Chief Steward **Lois Davis-Thomas, Monica Artis, Rick Bailey, Brenda Densmore, Steve Doss, Kendra Moore-Carthen** and **Wendy Yaney**. They were assisted by Service Representatives **Jeffrey Fleming** and **Lance Rhines**.

## TECHNICAL UNIT

At one point, HR discussed concluding Technical negotiations through a settlement similar to the RN tentative agreement. Management has decided to return to traditional bargaining. All indications are MGL will propose the same concessions as it did to the RNs. It's unclear why HR believes the Technical unit will agree to the proposed cuts. Local 459 recently filed unfair labor practice charges over a number of unilateral changes to working conditions.

## McLaren Cardiothoracic and Vascular Surgeons and Holt Family Medicine members get 3 Year Deals

In 2015, Local 459 organized the employees at McLaren Cardiothoracic

and Vascular Surgeons (MCTVS) and at Holt Family Medicine. When these employees came to us it was because they were paying huge co-premiums for their health care and hadn't seen a raise in years.

Local 459 initially entered into a one year agreement with McLaren to get a contract under our belts and begin working on these issues. Since they were organized, the employees have received a big cut in their health care premiums and a raise in October 2016 of three percent (3%).

Local 459 just entered into a three (3) year contract with both facilities. The new contract gives employees an additional two percent (2%) raise and a \$225 bonus upon ratification, and a two percent (2%) raise in each subsequent year of the agreement.

Both groups ratified the new contracts unanimously.

There was one employee on each bargaining team. For Holt Family Medicine it was **Denise Burgan** and for MCTVS it was **Quander Abercrombie**. They were assisted by Service Representative **Lance A. Rhines**.

## Hospice of Lansing Wins Fight for Raise, Gains New Members

After what was a sometimes-contentious set of contract talks, the employees at Hospice of Lansing (HOL) finally won a raise from the agency. After many sessions of bargaining, it was agreed that employees would receive a three percent (3%) wage increase. Besides the raise, employees will now receive time and one-half for being called back to work, which happens often. Additionally, the new agreement eliminates the first five (5) steps of the wage scale for all but one classification, to allow for higher wage rates for new hires.



Local 4549 Service Representative Lance A. Rhines and MCTVS member Quander Abercrombie



Holt Family Practice members Constance Caldwell, Denise Burgan and Dolores "Lolli" Montalvo

Local 459 also gained new members. While the Lansing Hospice workers have been in the Union, there was a group of employees in Ionia that were not. The employer agreed to do "card check", whereas if the majority of the Ionia members signed Authorization for Representation cards, they would automatically be in the Union. The majority did, and they are now part of Local 459.

The contract is for a term of one (1) year.

The bargaining team was **Shelly Clare, Donna Gibbons** and **Sue Gray**. They were assisted by Service Representative **Lance A. Rhines**.

## Centra Wellness achieves 1 Year Contract

The Local 459 members at Centra Wellness (formerly Manistee-Benzie Community Mental Health) unanimously ratified a one (1) year

*(Continued on page 6)*



## From the President's Desk



*By Sharon Taylor, Local 459 President*

### The Big Picture

Most of the time when members look at labor issues they are only considering what is going on with their employer and their contract, but, there is so much more to it and that's another good reason to belong to your union.

You're not just fighting against your employer who wants concessions in healthcare, PTO, bonus's and expanded management rights. You're fighting against special interests and big money.

There is a Supreme Court case coming up called Janus v AFSCME that will likely outlaw fair share payments for public employees. What that will mean is that essentially every public employer in the country will be so called "Right to Work".

As we all know "Right to Work" has nothing to do with your right to work. It really should be called "Right to Freeload". It is a way for big money to break unions. It means that some people won't pay their fair share. When people don't pay their fair share then unions don't have money to hire staff and attorneys to fight against employers who break the law or treat employees badly. Without those resources, management rights get expanded while workers rights decline. As you read articles throughout this newsletter you read about these instances one after another.

Who do you think pays for these types of lawsuits? Do you think it's just some guy named Janus? No, it's funded by the Liberty Justice Center a division of the Illinois Policy Institute. Their mission, according to their website is "public-interest litigation center that fights to protect economic liberty, private property rights, free speech, and other fundamental rights in Illinois and beyond". This is similar to the State Policy Network, the Mackinac Center and ALEC (American Legislative Exchange Council).

These are all names many of us have heard, but we may not know what they do or who supports them. These are all conservative think tanks. Where do they get their money? Koch Industries, State Farm Insurance, Phillip Morris, American Bankers Association, American Insurance Association, AT&T, Eli Lilly, Exxon Mobil, NRA, Pfizer, DeVos Foundation, and more. Corporations and foundations raking in billions of dollars.

Do you think these big money corporations and foundations have your best interest at heart? They do not. Their goal is to promote profits for themselves and nothing more. We must educate ourselves in order to fight against these groups. We need to keep our eyes and ears open to what is happening around us. We need to be politically active. It's natural to focus on ourselves and our employers, but, we need to look beyond that.

Alone it is difficult to make my voice heard, but, when I stand in union with my fellow workers we can be heard together. We need to understand that when they take something away from our neighbor they are coming for ours next. We need to speak up when they wrong our co-workers because they will do the same to us. We need to stand side by side with our fellow workers and stand up for what is right.

## Congratulations Cindy Krieger



The Executive Board recognized Cindy Krieger of the American Red Cross (ARC) Collections unit for her many years of service to Local 459 and its members. Cindy served in many capacities over the years including as a member of the Executive Board, Bargaining teams, Chief Steward, Steward and Strike Captain. Cindy recently retired after more than 28 years at the ARC. Congratulations Cindy!

# Local 459 - Audit of 2016

Each year Local 459 hires Certified Public Accountants to review our books. The review for 2015 was recently completed and submitted to the Local 459 Executive Board. Below are excerpts from the review.



3511 Coolidge Road  
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East Lansing, MI 48823

March 6, 2017

## STATEMENT OF SUPPORT, REVENUES, AND EXPENSES- CASH BASIS Year Ended December 31, 2016

SUPPORT AND REVENUES	<u>Unrestricted</u>
Dues and initiations	\$ 1,026,104
Interest income	1,942
Other	64,011
<b>TOTAL SUPPORT AND REVENUES</b>	<b>1,092,057</b>
EXPENSES	
Salaries and wages	382,520
Payroll taxes and other fringe benefits	<u>118,277</u>
Total salaries and related expenses	500,797
Per capita	447,324
Members services	32,394
Contractual services	59,098
Automobile expenses	4,517
Insurance	3,712
Office expenses	19,913
Rent	22,269
Refunds and reimbursements	4,130
Travel	15,218
Communication	6,763
Postage	8,343
Printing	8,852
Miscellaneous	<u>29,584</u>
<b>TOTAL EXPENSES</b>	<b><u>1,162,914</u></b>
<b>CHANGE IN NET ASSETS</b>	<b>(70,857)</b>
Net assets, beginning of year	<u>499,853</u>
Net assets, end of year	428,996

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets - cash basis of the OPEIU, Local #459 as of December 31, 2016, and its support, revenue, and expenses - cash basis for the year then ended in accordance with the cash basis of accounting as described in Note B.

# Executive Board Action

## Executive Board Action March 2017 – May 2017

*The Local 459 Executive Board is made up of members elected by the membership. The Board meets at least monthly. It is at these meetings that many of the decisions regarding Local 459 members are presented, discussed, and decided.*

Executive Board decisions made during the period of March to May 2017 of possible interest to the membership are outlined below. Decisions which have been discussed elsewhere in this newsletter are not included.

### ARBITRATIONS

Arbitration is the final step in the grievance process. The vast majority of grievances are settled prior to reaching arbitration. Both the Union and management present their case before a neutral arbitrator who makes a binding decision based on the merits of the case. Arbitration is an expensive and time consuming procedure. Local 459 has limited funds and cannot afford to arbitrate every grievance. Therefore, all unresolved grievances are presented to the Executive Board for review.

One (1) grievance was presented to the Executive Board. It was not approved for arbitration

LAFCU – Written Warning – not approved

### BUSINESS

The Executive Board appointed **Cindy Dine** to the Member at Large for Groups less than 100 position after the resignation of **Jose Salinas**.

The Executive Board appointed

Stewards and Alternates at CEI-CMH, Child & Family Charities, Ingham County and MGL where only one (1) member expressed an interest in the position.

The Executive Board approved sending two (2) Chief Stewards to Negotiations training.

The Executive Board approved the purchase of badge holders for members.

The Executive Board approved the 2016 Audit Report and the IRS form 990 filing.

### APPEAL PROCESS

The Local 459 Constitution allows the membership to modify or overturn any action of the Executive Board but any such decision must be done at a membership meeting in which a quorum is present and which is held or properly requested within one (1) calendar month of the Executive Board action.

A special membership meeting may be called upon a request submitted to the President by not less than three percent (3%) of the members in good standing. Currently, there are 2,780 members so a petition would require approximately eighty-three (83) signatures. Petitions are available from the Local 459 office.

For reviewing a decision to arbitrate or not to arbitrate a grievance, a special meeting may also be called by three quarters of the members in the bargaining unit in which the grievance arose. For some bargaining units this is less than three percent (3%) of all Local 459 members in good standing

The regular meetings of the Executive Board are held the second Tuesday of each month. Draft minutes of the meeting are available

no later than two (2) weeks following the meeting.

Please see the Constitution for specific details. Copies of the Constitution are available from the Local 459 office and on the Local 459 website.

### QUESTIONS?

If there are any questions or concerns about these decisions, please feel free to contact President **Sharon Taylor** by phone at 887-8844 (Greater Lansing area) or (800)-833-1103 (outside Greater Lansing) or by email at [staylor@local459.org](mailto:staylor@local459.org).

## Contracts Settled

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contract. Agreement was reached quickly on everything except what to do with employees who are at the top of the scale with many years of seniority. The majority of the unit has twenty-five (25) years of service. In the past they had been given bonuses. Local 459 members and the Local 459 Service Representative attended the Centra Wellness Board of Directors meeting to urge them to do this again. The Board voted not to out of fear that they would be creating a binding past practice to give a bonus after the new contract expires. (It would not have and Michigan state law actually forbids these kinds of payments after public sector contracts expire.) But following the Board meeting, they agreed to give the bonus as long as it was not part of the formal contract.

The contract keeps health care the same and gives employees on the scale a 2.2% raise. Long term employees will get \$1,000 lump sum in August. The bargaining team was **Mark Anderson**, **Denise Holmquist** and **Jane Zwiefka**. They were assisted by Service Representative **Lance A. Rhines**.

# Grievances Settled

*The members, stewards and staff of Local 459 settle many grievances each quarter. There is insufficient space to publish all of them. Grievances which are unique or affect a large number of members are more likely to be published. If you would like to publicize a grievance you have settled, contact your Service Representative.*



## American Red Cross Needed a 5<sup>th</sup> at Church

One of the biggest headaches for our Nurses and Phlebotomists at the American Red Cross is not having enough help on the Blood Drives. Recently there was a Blood Drive at St. Mary's Church in Westphalia. It was extremely busy but there were only four (4) staff. There should have been at least five (5) staff according to the Local 459 contract. (The contract expired years ago but the staffing guidelines are working conditions that have to be followed by the Red Cross.) The staff worked hard and processed fifty-six (56) units of blood.

Because the minimum staffing was not provided, Lansing area Steward **Penny Jugovich** filed a grievance. The demand on the grievance was to divide the pay of a fifth employee who should have been on the drive. After being denied, the grievance was eventually granted and the four (4) staff split \$102. **Jennifer Chapin, Amber Holton, Angela Miller** and **Tara Young** all received grievance pay.



## CEI CMH Large Unit You Have to Work There to Understand This One

**Kim Kienitz** is a relief Community Support Technician at Clinton, Eaton & Ingham Community Mental Health (CEI CMH) Transitions South day program. **Kienitz** was previously employed as a part time Residential Technician. **Kienitz** was interested in applying for relief positions, but wanted to maintain her six (6) years of seniority. According to the Union contract between CEI CMH and Local 459, **Kienitz** would be able to maintain her seniority by becoming a Special Part Time (SPT) employee by working 104 hours in the first full calendar quarter of her time with her new relief position. With this information, **Kienitz** resigned from her part time Residential Technician position in June 2015 and began a relief Community Support Technician in July 2015.

**Kienitz** was under the impression that her first calendar quarter as a relief Community Support Technician ran from July to September 2015. She worked over the required 104 hours to remain as a SPT employee in order to maintain her seniority. In December 2016, **Kienitz** applied for two positions and learned that she was no longer SPT and, therefore, had no seniority for hiring decisions.

Upon investigation, it was discovered that **Kienitz** began her relief Community Support Technician position after July 1<sup>st</sup> due to the 4<sup>th</sup> of July holiday weekend. This change meant that the first calendar quarter of her employment was actually October to December 2015. **Kienitz** did not work 104 hours in this calendar quarter as she believed that she had already met this requirement in the previous quarter. **Kienitz** was never personally informed that she lost her SPT status. Steward **Lee Major** pointed out that **Kienitz** was treated with seniority during the scheduling of shifts and was listed as SPT at Transitions South. **Major** also drafted an extensive letter detailing the timeline of events that occurred.

Local 459 contacted Human Resources to request that an exception be made for **Kienitz** as she completed all requirements in good faith and was initially told that she would only need to work 104 hours July to September 2015. **Kienitz's** Coordinator, **Erin Parcell**, confirmed she had been treated as though she was SPT and supported her being able to maintain her seniority. Chief Human Resources Officer **Sharon Blizzard** agreed and a non-precedent setting agreement was drafted allowing **Kienitz's** seniority to be restored without a formal grievance needing to be filed.

## CEI CMH Large Unit Delete the Discipline Instead

A Mental Health Therapist (MHT) who formerly worked for Substance Abuse Services at CEI CMH was issued a verbal warning for deleting an informal computer document after her transfer to Adult Mental

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Health Services. Local 459 filed a grievance on her behalf.

This document was created and used by the employee for her own convenience and allowed her to keep track of the women's group topics. The employee deleted this document and other documents specific to her when she transferred positions. The MHT was then contacted by her former coordinator who demanded the document. When the MHT was not able to provide the document, the coordinator issued her a discipline for deleting the document and violating the CEI CMH Procedure on Integrity of Electronic Data.

Local 459 filed a grievance on the MHT's behalf. The grievance was denied at the director's level. The grievance was then moved to the Chief Human Resources Officer **Sharon Blizzard**. Local 459 argued this was too severe a penalty for such a minor offense. The Union also contended they had never heard of any other employee being disciplined for violating this policy. **Blizzard** agreed to remove the discipline and give the employee a non-disciplinary verbal counseling memo.

### CEI CMH Large Unit Piling On

**Darcie Williams** is a Secretary at the CEI CMH Transitional North day program. She was issued a written warning and a suspension for late arrivals to work, flexing her lunch hour, and failing to secure the safe. Local 459 filed a grievance on her behalf.

It was argued that **Williams** was frequently less than five (5) minutes late to her shift, the only employee required to track her arrival and exit to the very minute and other employees did not receive

discipline for the same action. It was also pointed out that **Williams** flexed her scheduled lunch hour when needed based upon the availability of coverage for the front desk and not for her personal interests. Additionally, **Williams** denied incorrectly locking the safe.

The grievance was denied at the grievance hearings with the supervisor and director. Following the grievance meeting with the Chief Human Resources Officer **Sharon Blizzard**, her written warning and suspension were combined into one discipline at the written warning level.

### CEI CMH Residential Fewest Hours Offered First

**David Martin** is a Residential Technician at the CEI CMH Dell Rd. Home. He was not offered an eight (8) hour shift that was given to an employee who had worked more hours at the time of the offering. This shift resulted in overtime for the other employee. **Martin** pointed out the Residential Union contract requires management to offer overtime to the employee with the fewest hours.

Coordinator **Drew Kersjes** gave **Martin** the eight (8) hours of overtime without the need for a formal grievance to be filed.

### CEI CMH Residential Working 6 Months Makes One Regular

**Ashely McNamara**, a relief Residential Technician, consistently worked the hours to make her eligible to receive a regular part-time position. The CEI CMH Residential contract has language that requires management to place relief Resident Technicians in a regular position if they work

a schedule usually consisting of forty (40) hours per pay period for at least six (6) continuous months. This language prevents management from working relief all the time and avoid paying benefits for regular part-time or full-time positions.

**McNamara** provided her pay stubs and the Union contacted Human Resources with this information. Chief Human Resources Office **Sharon Blizzard** agreed to offer **McNamara** a regular part-time position without a formal grievance needing to be filed.



### MGL POST Patient Access Employee Lost Shift – No Grievance Needed

**Selena Shatney** is a MGL employee who works in the Patient Access Department. **Shatney** signed up for extra hours and according to the POST contract, hours are awarded to higher senior over lower senior employees which would not result in overtime. **Shatney** was not in overtime. When **Shatney** returned to work and discovered that a lower senior employees had been given hours over her, she immediately contacted Post Chief Steward **Lois Davis-Thomas**. **Davis-Thomas** contacted the Manager of the department **Mary Zippi** and discussed the situation. **Zippi** made inquiries into the situation and agreed that **Shatney** should have been awarded those hours and paid her for the hours as if she had worked.

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## MGL POST

### Pharmacy Employee Lost Shift – No Grievance Needed

The contract between Local 459 and McLaren Greater Lansing (MGL) for Paraprofessional, Office & Skilled Trade (POST) employees states that higher senior shall be called in to work an extra shift before it's offered to a lower senior. **Sherry Brown**, a Pharmacy employee at Greenlawn Campus was not offered the opportunity to pick up the extra shift, instead a lower senior was call in to work. **Brown** found out upon return to work that she never received a call to ask her if she wanted to work the shift.

**Brown** contacted Post Chief Steward **Lois Davis-Thomas**. She called **Ron Cosson** the Director of the Pharmacy Department. He agreed that **Brown** should have been offered the shift and agreed to pay her as if she had worked the shift.

## MGL POST

### EVS Employee Lost Shift – Grievance Required

**Theia Jones** an Environmental Services(EVS) Hospitality Tech at MGL signed up for an extra hours on January 14<sup>th</sup>. She didn't get offered the hours, but found out on her next day of work that a lower senior got called in instead. **Jones** contacted Steward **Renee Howell** and Post Chief Steward **Lois Davis-Thomas**. **Davis-Thomas** contacted EVS Manager **Tony Yeo**, who didn't agree with the grievance. **Davis-Thomas** filed a grievance with HR Department. A grievance meeting was held and both parties agreed that **Jones** should be paid for four and one half (4 ½) hours.

## MGL POST

### Sterile Processing Employee Lost Shift – Memory Refresher Required

**Shawonna Cotton** a Sterile Processing Department employee at MGL was on a medical leave, but had already signed up for an on call shift prior to her leave. **Cotton** informed her supervisor **Chris Apolinar** that she had been to her doctor and Employee Health and had a release to come back to work and would be able to work Christmas Day on call.

**Apolinar** took **Cotton** off the schedule and therefore she never receive the call to come in on Christmas Day. **Cotton** discovered that someone else was called in and that she was taken off the on call schedule. **Cotton** contacted Post Chief Steward **Lois Davis-Thomas** who contacted Supervisor **Apolinar** who disagreed that he had been notified. **Davis-Thomas** filed a Step two (2) grievance and pointed out the statement was made in a meeting with Steward **Rick Bailey** and HR consultant **Ryan Stecovich** as witnesses. **Cotton** was paid for twelve (12) hours of on call pay.

## MGL POST

### EVS Discipline Skips Step

**Matthew Kenney** an EVS Tech I employee at MGL was given a discipline for work performance. It skipped a step in the discipline chain. **Kenney's** supervisor must have forgotten that MGL has discipline steps that must be followed because he skipped a step in the discipline chain. The POST contract clearly states that the employer cannot use prior discipline if the

employee has had a discipline free record for nine (9) months prior to the current incident.

**Kenney** and Steward **Karl Sellmeyer** knew this discipline was incorrect so **Sellmeyer** contacted Post Chief Steward **Lois Davis-Thomas**. **Davis-Thomas** filed a grievance and a meeting was held in HR. The discipline against **Kenney** was removed.

## MGL POST

### Materials Management Per Diems Misused

Non-union per diem employees in the MGL Materials Management Department were being put on the schedule for thirty-two (32) or more hours per pay period on a continuous basis. This is against the POST contract which limits the use of per diem employees. Steward **Rick Bailey** and employees in the Materials Management Department begin keeping a record of the scheduling of per diem employees. The employees had nothing against the per diems working but if Materials Management needs this much help, then it should post a regular position with benefits. **Bailey** contacted Post Chief Steward **Lois Davis-Thomas** and it was decided that they would talk to manager **Craig VanSumeren** to try to resolve this matter.

The per diems were still being regularly scheduled so, **Bailey** filed a Class Action grievance. There was a meeting in HR with **Ryan Stecovich** and it was agreed that **VanSumeren** would do a Master Schedule change for the department and stop giving per diems regular schedules.

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### Touchpoint – Moross Give Me a Break

**Tyesha Lewis** is an Environmental Service worker for Touchpoint at Moross hospital. One day **Lewis** was working her day shift and was assigned to 3 East/Ell Rehab. **Lewis** is a part time student and sometimes studies on her breaks. On this day **Lewis** was studying in an area that Touchpoint claimed she should not have been and she went a little over her break time.

**Lewis** received a discipline. A grievance was filed on her behalf. It was argued that the area she was studying in was an area that other staff have accessed and used for breaks. **Lewis** also explained that she merely lost track of time. The discipline was removed and changed to a non-disciplinary note to file.

### Touchpoint – Moross Oh Yes I Did!

**Franciene Ford** is an Environmental Service worker for Touchpoint at Moross hospital. **Ford's** supervisor received a call from a family member of a patient stating that Ford did not service their family member's room. **Ford** was disciplined.

A grievance was filed on **Ford's** behalf. It was argued that **Ford** did indeed service and clean the room. The grievance was settled with a non-disciplinary note to file

### Touchpoint – Moross EVS Employee Discipline Reduced

**Nicole Taylor** is an Environmental

Service worker for Touchpoint at Moross hospital. **Taylor** was directed to change her work assignment one day to an area that **Taylor** felt she was not adequately trained for. **Taylor** objected, to the point that the supervisor told **Taylor** to punch out and go home. **Taylor** was given a discipline.

A grievance was filed on **Taylor's** behalf. The grievance was settled by being reduced from a step two (2) to a step one (1).

### Touchpoint – Macomb Dietary Employee Lost Shift

**Lisa Bruno** works in the dietary department for Touchpoint at Macomb hospital. An extra shift was available and by contract language the shift is to be offered to the highest senior associate first. **Bruno** was not offered the shift and a less senior coworker was offered and worked the shift.

**Bruno** contacted Chief Steward **Blenda Coward** who filed a grievance on her behalf. The grievance was granted and **Bruno** was paid for the shift.



### Ascension St John Oakland Hospital Go Home and Don't Look Back

**Lena Williams** is a Health Unit Coordinator (HUC) on four (4) towers at Ascension Health St Johns Oakland Macomb Hospital (SJOMH). Sometimes when the patient volume goes down staff are told to take a low census day off. **Williams** was asked to take a low census day and told to take the entire shift off by the supervisor, however the policy requires that you must call in after four (4) hours to make

sure you are still not needed. The hospital got a rush of new patient admissions and they tried to reach **Williams** but she did not get the message.

**Williams** was given a discipline for a no call/no show and a call in was applied to her attendance record. **Williams** contacted Chief Steward **Natasha Ross** who filed a grievance on her behalf. The grievance successfully argued that **Williams** had permission to be off for the entire twelve (12) hour shift and the call in and the discipline were removed.



### Hope 72 Gets Her 8 at 1 ½

**Casey Semon** is a Residential Instructor (RI) for Hope Network Behavioral Service (HNBHS) at the Alpine Grove program. There was an overtime shift available that **Semon** signed up for and that a lesser senior coworker also signed up for. The contract language reads that if the sign up is prior to seventy-two (72) hours of the shift, then the high senior can bump the lower senior off the shift. There was some confusion and discrepancy over whether **Semon's** sign up was prior to seventy-two (72) hours. The shift was awarded to and worked by the lesser senior coworker.

A grievance was filed on **Semon's** behalf. The grievance was successfully argued and **Semon** was paid eight (8) hours of overtime.

### Hope Maintenance Work is Done by Maintenance

**Richard Hamilton** is a maintenance worker for HNBHS and is stationed at the Grandview Campus which includes four (4) programs (Alpine

*(Continued on page 11)*

Grove, Lodge, Meadows and Ridge). One of the responsibilities of the maintenance department is to order and, if need be, assemble any furniture for the programs to ensure the quality and durability of the furniture and craftsmanship with the assembly.

**Hamilton** is the steward for maintenance and it was brought to his attention that furniture was ordered by management and assembled by non-maintenance staff. **Hamilton** knew this was a violation and contacted his supervisor who agreed that this was wrong and it would be corrected. **Hamilton** was paid two (2) hours for other staff doing maintenance bargaining unit work.



### MGL RN I Didn't Leave so I Must Not Have Resigned Yet

McLaren Greater Lansing (MGL) RN **Erin Warriner** put in her resignation. Her last day was to be February 4<sup>th</sup>. She was notified by the scheduling office that there was a need for a nurse on February 5<sup>th</sup> and the shift was to be paid at the mandation rate of double time. **Warriner** accepted and worked the shift but did not receive the mandation rate for the day. Payroll told her it was denied because it was past her resignation date. Chief Steward **Julie Murray** contacted the Director who investigated. They moved **Warriner's** resignation day to February 5<sup>th</sup> and paid her the double time for the shift.

### MGL RN Contract Says...

The MGL OB department uses a rotation schedule when a low census day off has to be given out. The RN contract states that all start times before 11:59 am are considered day shift. They have one person who starts at 11:00 am and it was her turn on the rotation list to be given the low census day off. The remainder of the day shift RNs start at 7:00 a.m. The manager determined that the need was at 7:00 am so she mandated the next person on the rotation list to be off, **Christie Koren**.

**Koren** contacted her Steward **Theresa Wing**. Together with Chief Steward **Julie Murray** a grievance was filed on her behalf asking that she be paid for the twelve (12) hour shift she had been denied to work. Once this was presented in HR, a settlement of payment for six (6) hours was proposed. **Koren** not wanting to drag things out, accepted the settlement offer. It was further determined that this issue would be addressed in a unit meeting with management and the staff to be clear how mandatory low census days off will be determined.

### MGL RN PACU Jobs Not Posted Right

The RN contract at MGL specifies that job postings must be offered for the first seven (7) days within the unit where the job is being offered. It states that the manager must post and/or email the vacancy to the employees within that unit. This gives those people already working there the first opportunity at the position. This didn't happen in the PACU at the Greenlawn Campus.

The nurses called Chief Steward **Julie Murray** for help. She filed a class action grievance on their behalf. This grievance was settled and the

positions were reposted. Moving forward the manager is posting all positions within the unit in compliance with the RN contract.

### MGL RN Retiree Subsidy When on Medicare

MGL RN retirees are eligible to continue their health care by paying MGL themselves and get a subsidy of up to \$250 per month to offset the expense. Retirement benefits are in place for sixty (60) months. If they reach age sixty-five (65) the process changes. They can purchase a Medicare supplemental policy and submit the cost of this to the corporate benefits department for the subsidy. **Mary Myers** retired in 2013 at age sixty-one (61). She received the subsidy for her health care but they stopped when she turned 65. She was never notified that she needed to send a copy of her payment for her Medicare supplement plan.

When she retired in 2013 she was eligible for reimbursement of up to \$250 per month. The contract does state that the retiree must request the subsidy. If they don't request it, the subsidy can't be reinstated. Chief Steward **Julie Murray** looked at all the communication **Myers** received and determined she did not receive any notification when she turned sixty-five (65). She met with the VP of Human Resources to review the case and discovered once a person turns sixty-five (65) the files are all turned over to the corporate retirement department. Apparently, there is no system in place to send the retiree notice of how to receive the reimbursement. **Murray** pointed out that some of the responsibility lies with the retiree and some with management. The VP of HR agreed to reinstate her payment for the next month and continue until 2019. She also agreed to make a plan for notification with the corporate retirement department so this does not happen to anyone else.



## Steward Spotlight

### Kerri Gallagher MGL Technical Unit

**Kerri Gallagher** started at what was Ingham Regional Medical Center back in 1997, as a certified surgical tech. She was quickly recruited out of surgery by the cardiovascular surgeons to work in the heart station for Thoracic and Cardiovascular Institute (TCI) as a Registered Vascular sonographer/technologist or RVT. She stayed with TCI from 1998 until May of 2007 when she went back to surgery as a per diem tech, to be able to commit more time to her son, who was diagnosed with Asperger's syndrome. **Gallagher** continued her education and became a Surgical First Assistant, and worked as a personal scrub for **Floyd Goodman** until 2011, at which time she went back to the vascular lab at the now McLaren Greater Lansing. **Gallagher** also helps in the Cath. Lab occasionally.

**Gallagher** was an instructor at Baker College for 2 years for the vascular technology program and was a flight medic for the Michigan Army National Guard from 1989 until 2004, which is where she met her husband of twenty (20) years. Kerri has four (4) children -- **Bridgette** 27, **Abbigail** 24, **Danny** 16 and **Dean** 14.

**Gallagher** is very active in the LBGTQ community, in support of her very colorful and diverse family, both immediate and extended.

**Gallagher** also fosters dogs for a local rescue. She currently has **Shiloh**, a Jack Russel mix, and **Roy**, a beagle who was her first foster that turned into a forever pet. She is currently fostering her 5th dog.

**Gallagher** is a lover of alternative music, tent camping, bicycling, her kids, her husband, her dogs, and micro-brew beer. She especially likes it if she can camp at music festivals with bicycles, her kids, her husband, her dogs and micro-brew beer.



### Donna MacAulay NEM-CMH Paraprofessional Unit

**Donna MacAulay** is a Residential Training Worker (RTW) for NEM-CMH at the Cambridge home.

**MacAulay** has been with the agency since 2012 when she started as a substitute worker and eventually went to full time.

**MacAulay** became a steward in 2014. **MacAulay** had been a steward for her previous employer, the Alpena Public School District for over twenty (20) years. **MacAulay** is a steward at the Cambridge home, which is one of the three (3) homes in Alpena. The agency has eight (8) homes spread across four (4) counties (Alpena, Alcona, Presque Isle and Montmorency) where the RTW staff care for people with mental disabilities. **MacAulay** is frequently called upon to represent members throughout the three (3) counties. **MacAulay** makes herself available to members who she's frequently never met before and is always happy to help.

When asked why she became a steward, she replied "to make sure that the members are treated fairly and that the agency follows the contract".

**MacAulay** is from the rural community of Ossineke just outside of Alpena, she enjoys living in the country setting and enjoys the great outdoors.

**MacAulay** has three (3) grandchildren, **Hanna** 12, **Hailee** 8, and **Gavin** 8 who are the joy of her life and she loves spoiling them and spending time with them. **MacAulay** does crafting in her spare time and also volunteers at the local soup kitchen.

# Unit Spotlight

## TIC International

TIC has been in business since 1951. TIC specializes in consulting and third party administration for Unionized multi-employer health care, pension and 401 (k) plans. Unions that use TIC to administer their benefits include Michigan Laborers, International Brotherhood of Electrical Workers, Michigan Carpenters and Upper Peninsula Plumbers and Pipefitters and many more.

"I love working with all of the Business Agents and the Union members that we deal with every day. They treat us like family" said **Susan Beals**, Local 459 Union Steward.



The forty-five (45) Local 459 members at TIC work in data entry, medical benefits and pension departments. And, they are busy. Just walking through the halls of TIC is all it takes to see just how busy. The phones ring non-stop and everyone is constantly on the go trying to keep up with the workload.

TIC joined Local 459 in 1980. They have had two strikes over the years. But recently we held negotiations and things went very well. The Union-Management relationship has gotten better over the years.

"At TIC, it is our goal to ensure each member has the latest information on their benefits. Each department contributes to the total picture and work together to insure each of our member's fringe benefits are utilized to the fullest", said **Jan Smith**, Local 459 Union Steward.

TIC is almost 100% Union, with only one freeloader to speak of. They are very pro-labor and are an important part of Local 459!



Here are the employees from the different departments at TIC.



## A Rose for Pat Spyke, CEO of LAFCU Credit Union

**Pat Spyke** is the CEO of LAFCU Credit Union. He has been a member of the Lansing community since he was born at Ingham Medical (now McLaren).

**Spyke** began working at LAFCU in 1992 as a Loan Interviewer. At that time LAFCU had only one location. He opened the first branch office in DeWitt in 1993 as Assistant Branch Manager. **Spyke** has held many positions over the years including Vice President of Compliance, Vice President of Sales, Senior Vice President of Marketing and Executive Vice President. He became CEO in April of 2016.

**Spyke** left LAFCU for a short period of time to become CEO at Parkside Credit Union in Livonia, but never moved out of Lansing. He believes in his community and shows it. "I enjoy being able to facilitate positive change in our community", says **Spyke**. He works with many community endeavors and actually was involved in starting the Allen Street Market as one of their first sponsors. He works with the Lansing Lugnuts minor league baseball team and sponsors the LAFCU Fireworks display. **Spyke** is also a Director on the Board of the Greater Lansing Food Bank.

**Spyke** says that he loves his employees and his credit union members and being part of a membership organization.

**Spyke** is very approachable. You often see employees just walking into his office to talk about whatever is on their minds. He truly has an open-door policy. He is always available when the Local 459 Chief Steward or Service Representative have an issue to discuss with him.

We are sure that it is not easy sometimes to be the CEO of LAFCU, who has a very strong Union membership and despite Right to Work has 100% participation. Employees speak their minds at LAFCU, and **Spyke** doesn't mind that at all.

"LAFCU has fair wages and benefits, and I am proud of that fact" says **Spyke**. "People stay here because it's a good place to work."

**Spyke** has been married to wife Katie for twenty-five (25) years. He has a step-son Kevin and four (4) grandchildren.

When he isn't working with LAFCU and on community projects, **Spyke** enjoys spending time in his motorhome that he and Katie just recently purchased. He also loves spending time at his very small but comfortable Condo in Leland, Michigan. "I have a Pontoon boat that I love to spend time on. I walk out my door and right onto my boat on Lake Leelanau."

Local 459 wishes there were more CEO's like **Pat Spyke**. That is why we are proud to feature him in this edition of the "Rose."



Pat Spyke, LAFCU CEO, Lance A. Rhines, Local 459 Service Representative and Clare M. Gomez, LAFCU Chief Steward



# Nurses take D.C.

## Local 459 Members Attend Educational Conference And Day of Advocacy



Twelve Local 459 members attended the OPEIU Educational Conference held in Linthicum, Maryland from May 3<sup>rd</sup> through May 6<sup>th</sup>. The conference was held in conjunction with the OPEIU Nurses Council (ONC) and the Nurses Take DC Rally for Safe Staffing. Members **Lisa Campbell, Tamilikia Foster,**



**Sigrid Hampton, Summer Hancock, Kyra Keusch, Julie Murray, Michelle Prudden, Kristin Silvers, Melanie Whitman and Theresa Wing** of MGL and **India Hudson**

from CEI CMH along with President **Sharon Taylor** attended workshops on advocacy, followed by a day of meeting with legislative staff from Michigan Representatives office. Pictured below are some of those meetings, including **Mark Prechel** from Tim Walberg's office, to talk about the need for safe staffing. During the conference the ONC held elections and **Julie Murray** was re-elected as ONC Vice Chair. If you would like to help with our lobbying efforts please contact **Julie Murray** at the Local 459 office.



# Office and Professional Employees International Union, Local 459

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## Executive Board Nominations

### Membership Meeting August 8th 7 pm

A meeting of the membership of OPEIU Local 459 will take place on Tuesday August 8, 2017 at 7:00 pm at the Local 459 office, 838 Louisa St, Suite A, Lansing Michigan. The nominations for Local 459 Executive Board positions will take place at that meeting. All nominations must be seconded in order to be valid. A nomination for an officer must be seconded by a member not from the same bargaining unit as the person making the nomination in order for the nomination to be valid.

### Executive Board Nominations

Terms are for three (3) years. Nominations will be accepted for the following positions:

#### Officers

There are seven (7) officer positions.

President  
Vice-President  
Secretary-Treasurer  
Recording Secretary  
Trustee (3 positions)

#### Members-at-Large

A bargaining unit is entitled to a member-at-large position if it has 100 or more members for the 6 full consecutive months prior to the nomination. Nominations will be accepted for these member-at-large positions.

LAFCU	MGL Technical
CEI CMH Residential	Red Cross Collections*
CEI CMH Large Unit	Hope Network*
MGL RN	St John's Oakland Hospital*
MGL POST	All Other Units

\*These units have close to 100 members. Nominations will be taken if they maintain 100 or more members for the months of February – July 2017.

Local 459's Constitution states that no person shall be elected to an Executive Board unless he/she has been a member of Local 459 in continuous good standing for at least the preceding twelve (12) months.

A candidate elected as President will serve as a delegate to the OPEIU convention.

Anyone nominated must indicate their acceptance or declination, verbally if present at the meeting, or in writing no later than 7:00pm one (1) week after the nomination.