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# Contracts Settled

## MGL TECHNICAL UNIT 3 YEAR FIGHT COMPLETED

After a multi-year struggle a new contract has been negotiated for the Technical bargaining unit at McLaren Greater Lansing (MGL). The Technical unit is composed of about 180 employees who work throughout the hospital. Their jobs require advanced skills and licensure. Negotiations started in 2015 and immediately got bogged down when MGL proposed severe benefit cuts with little or no raises.

MGL is part of the McLaren Health system. McLaren has imposed major insurance cuts for employees at all its hospitals. Except for the Local 459 RN and Technical bargaining units every bargaining unit in the McLaren system has agreed to the new health care already or has agreed that it will be in effect soon. The Technical team knew at some point it was probably going to have to accept the inferior insurances but was determined to get a package of raises to more than offset these cuts. It took three (3) years but they finally got a package from MGL that achieved these goals.

Under the new agreement, current staff will move to the McLaren insurances in 2021. New hires start in the plan in 2020. If current employees take the plan earlier, they get a one-time bonus up to \$1,250.

The contract creates new step scales for all the Technical employees. Employees move to a step on the scale that gives an increase and then move up a step. This results in employees getting raises averaging five and one half percent (5½%) this year. About two-thirds (2/3<sup>ths</sup>) of Technical employees were topped out and no longer getting steps. Under the new scales all employees get steps in 2020 and 2021 and many get steps beyond that. The step scales are increased by across the board raises of one percent (1%) in 2020 and one and one half percent (1½%) in 2022. There is a \$150 signing bonus and two percent (2%) bonuses for employees who top out in 2022 or 2023. The top of each pay scale increases by nearly fourteen percent (14%) by the end of the contract. Six (6) classifications covered by the agreement were upgraded.

Another major sticking point was holidays. McLaren has eliminated holiday pay in all its hospitals. If an employee takes a holiday off and wants to get paid, the employee must use her/his PTO. Again, except for the Local 459 RN and Technical bargaining units every bargaining unit in the McLaren system has agreed to this system. The new contract retains holiday pay for current Technical employees but moves new hires to the McLaren system.

The Technical team concluded that the gains in the agreement outweighed the cuts and recommended the package. The bargaining team members were Chief Steward, **Kerry Miller**, **Brian Clay**, **Rachelle Collier**, **Mark Meade** and **Terry Sharp**. They were assisted by Service Representative **Jeffrey Fleming**.



**Standing: Jeffrey Fleming, Terry Sharp, Mark Meade and Brian Clay**  
**Seated: Rachelle Collier and Kerry Miller**

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# Contracts Settled

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## HOPE NETWORK GETS 2 YEAR DEAL

In what was a true collaboration between the Local 459 bargaining team and HOPE Network management, a five and one half (5½) hour bargaining session led to a two (2) year contract. In past years, negotiations lasted for months or years and resulted in Unfair Labor Practice Charges. This time it was different. The current Union and Management teams know each other very well. Both sides knew that if we worked together we could get an agreement that was fair for the employees and Local 459 membership.



**April Brown, Rick Hamilton, Yshanti Jackson, Charles Terry, Lance A. Rhines and Tammy Wright**

The contract includes a doubling of the Perfect Attendance Award from \$.25 per hour to \$.50 per hour. This award is paid out every two weeks with payroll and people are eligible for the increase if they do not miss work during that pay period.

The agreement includes raises of \$.25 per hour each year. And an additional step on the Wage Scale of 2.5% was added to all classifications. There is a signing bonus of two-hundred and seventy-five dollars (\$275) after taxes as well. Employees who are at the top of the scale will receive an after tax \$400 bonus in the second year of the agreement.

The contract was ratified by a vote of 53 yes and 1 no. The bargaining team was **April Brown, Chief Steward, Rick Hamilton, Yshanti Jackson and Tammy Wright.** They were assisted by Service Representatives **Lance A. Rhines** and **Charles Terry.**

## FOUR YEAR STRUGGLE AT HURLEY LEADS TO FIRST CONTRACT

The Physician Assistants (PAs) and Nurse Practitioners (NPs) at Hurley Medical Center in Flint have been engaged in a four (4) year struggle to get their first Union contract. Management drew negotiations out. It took the hospital nearly a year to respond to the bargaining team's initial economic proposals. If Hurley thought this would lead to the team agreeing to concessions like drastically cutting overtime pay, it was sorely mistaken. The team has shown tremendous stamina and dedication through numerous bargaining sessions even though they were not paid for the time spent in negotiations.

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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.  
Bulk rate U.S. postage paid in Lansing, Michigan. Permit #75.

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## Contracts Settled

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The PAs and NPs do have one advantage in holding out over other public-sector employees. The Republican controlled State legislature and Governor changed the laws a few years ago to punish public employees who negotiate after their contract expires. These penalties include barring any raises from being retroactive, freezing step increases, and having employees pay the entire increased cost for benefits like insurances. The PAs and NPs weren't subject to these sanctions because they don't have a contract to expire yet.

The tentative agreement included a six and a half percent (6½%) raise and a \$2,000 bonus following ratification, another one and a half percent (1½%) raise in July 2019, and an additional one percent (1%) raise in July 2020. PAs and NPs working in positions with higher level critical care responsibilities received an immediate \$1 per hour increase. They will receive reimbursement of up to \$1,650 per year for conferences, license fees or Board certification exams. PAs and NPs Personal and sick days will have new lower caps but employees will have a chance to cash out or put their time in a separate bank before the cap is applied.

Hurley made numerous proposals to stop paying time and a half for overtime. The hospital is not legally required to pay overtime because the law provides an exemption for employees who make over a certain salary. The PAs and NPs are paid over that limit. In the end, the negotiating team forced management to drop this proposed concession.

Every single member participated in the ratification vote. The membership unanimously approved the tentative agreement by a vote of 26 to 0. The negotiating team was **Frank Cowden, Taneisha Franklin, Tiana Stinnett, Sarah Vincke, and Lisa Walter**. The team was assisted by Local 459 Service Representative **Jeffrey Fleming**.

## Nurses Council

### Nurses Council Meets – Staffing Legislation Needed

In 2011 the OPEIU Nurses Council was formed. (ONC) It has been the purpose of this group to facilitate collective bargaining representation for Nurses. We provide a means for participation by its members to resolve issues that affect the nursing profession. The ONC promotes a climate of professionalism within the nursing community promoting best practices regarding patient care, safety concerns and compensations issues and keep OPEIU nurses on these matters that are relevant to their careers. We promote and impact legislation for the nursing profession and act as a resource to other nurses interested in collective bargaining. What does that mean for you? It means we are actively promoting legislation that will give safe staffing ratios for all nurses and now we are adding workplace violence to our focus.

The ONC met in November and shared with each other what is going on with staffing and workplace violence at other OPEIU locals. We had four members from Local 459 attend. There was representation

from all over the country and we are working on contract language we can all propose in negotiations. While unsafe staffing is rampant in other hospitals, Local 459 MGL nurses have one of the few hospital contracts that include staffing ratios. Does management violate these ratios? They do. But we don't have it as bad as other hospitals with no staffing ratios. That is why we need to make it stronger by passing it into law. What is happening at other hospitals is horrifying. Some are routinely given 8-10 patients. ICU nurse will have 3-5. We all know this is not safe. In order to keep our patients safe we need the staffing ratios to become the law.

Our Michigan legislation has a package of bills, called the Michigan Safe Patient Care Act, before them that would make ratios the law,

eliminate mandatory overtime and make each hospitals staffing transparent to the public. Why isn't this passing? Our representatives are not hearing from us. If each of us called, wrote, or tweeted what it is like to work under these conditions they might sit up and take notice. If we aren't doing it they must think we don't care. We do care and it is time to show them we care. If we don't, the nurses will continue to leave the profession. There are nurses out there to hire but many are refusing to work under these conditions.

Join the ONC and promote your profession. Speak up and speak loud. Together we can make this happen. For more information please contact Julie Murray MGL RN Chief Steward at [jmurray@local459.org](mailto:jmurray@local459.org) or call 517-887-8844.



ONC members at November meeting

# Executive Board Action

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 August to November 2018 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.

During this period one (1) grievance was brought before the Executive board for review. This was regarding a termination at St. John Oakland Hospital and approved for arbitration.

## BUSINESS

The Executive Board appointed Stewards and Alternates at Hope Network, Child and Family Charities, Ingham County, Hospice and CEI CMH Large & Residential units where only one (1) member expressed an interest in the position.

The Executive Board approved the appointment of **Courtney Arganello** as LAFCU Member-at-large after the resignation of Pam Hegmon.

The Executive Board approved a \$500 contribution from the Good and Welfare fund to the OPEIU Disaster Relief Fund for members affected by Hurricane Florence.

The President reported to the Board on updates from the International Executive board meeting, as well as updates on Freeloaders.

The Executive Board approved scheduling a Membership Meeting for Tuesday, March 12, 2019 at 6:30 p.m. at the Local 459 office in order to elect Convention Delegates and Alternates for the 2019 OPEIU International Triennial Convention.

## 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 2,786 members so a petition would require approximately eighty-four (84) 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 or by email at [staylor@local459.org](mailto:staylor@local459.org).

## Holiday Baskets

The Local 459 Executive Board and employees are preparing holiday baskets for members in need at Christmas.



Names of Local 459 members in need must be submitted by a steward on the Recommendation form.

Donations and names of members in need of assistance at Christmas are accepted through December 14th.

Please contact Ronda Ackerson at 517-887-8844 or [rackerson@local459.org](mailto:rackerson@local459.org) with questions or to get a form to recommend a member.

## From the President's Desk



*By Sharon Taylor, Local 459 President*

We have disagreements with every employer where we represent members. Some employers are definitely better than others. Some employers understand that the employees are what make their company or agency work. They understand that if they take care of their employees, the employees will take care of the customers.

However some employers just aren't nice. They truly don't care about their employees. In my opinion American Red Cross (ARC) is the worst employer that Local 459 works with. They committed and were found guilty of numerous unfair labor practices by the federal government. It took over eight (8) years to settle those cases and get some compensation for the employees in the ARC Great Lakes Region. After a year of negotiations employees were finally compensated for the benefits Red Cross unilaterally changed including discontinuing their pensions. The Local 459 members showed amazing solidarity and stuck together during a long drawn out legal battle. Employees finally felt vindicated. The Local 459 members in the ARC Great Lakes Region had better benefits than any other ARC employees in the nation.

However, ARC came back a short six months later, announcing it was going to close the entire region and sent notices to employees that effective November 8th they would no longer have jobs. It was willing to stop collecting blood in most of Michigan in order to avoid having to pay Local 459 members these higher benefits. It did not matter that stopping blood collection in Michigan could jeopardize the nation's blood supply. ARC did not want Local 459 members getting better wages and benefits than other ARC unions.

Because so many people would lose their jobs under the Red Cross move they were required by federal law to meet with the Local 459 to determine if there was a way to avoid the closure. The Red Cross said they would keep the region open in exchange for deep wage and benefit cuts.

After many bargaining sessions Local 459 and ARC were unable to come to an agreement. ARC gave its "last best and final" offer. Implement a series of wage and benefit cuts or the region closes. This demand was taken to a vote of the Local 459 membership and the membership rejected that offer. ARC agreed to add better health care to the package if Local 459 agreed to join the other ARC Unions and be covered by their contract. Faced with looming closure, the members voted to accept this package. There will be some layoffs but the region will not be closed.

This vote was forced upon the members. They were forced to choose between some members keeping their jobs with many concessions or all members losing their jobs. Adding insult to injury, after that vote employees were forced to wait for almost a month for ARC to announce who would be laid off.

And by the way Happy Holidays from the ARC, those losing their jobs would be laid off November 9th just in time for the Holidays. During this entire process ARC attempted to pit member against member, but, for the most part ARC Great Lakes members showed Solidarity throughout this process. These Union members are an inspiration and should be applauded.

American Red Cross gets my personal Scrooge award for their treatment of their employees. No one deserves to be treated so callously and they are an example of what not to do.

# 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.*



## MGL Technical 12 - 13 OT Restored

The McLaren Greater Lansing (MGL) Technical bargaining unit has contract language calling for overtime premium for twelve (12) hour shift employees. The contract states that employees will be eligible to receive overtime after twelve (12) hours in a workday with manager approval.

Since MGL converted to a new payroll system in April 2018, no overtime between twelve (12) and thirteen (13) hours was being paid to eligible employees. Several members of the Technical bargaining unit became aware that this practice had ceased. They contacted Chief Steward **Kerry Miller**. She filed a class action grievance demanding that all eligible employees be made whole with retroactive back pay and to continue the practice of overtime premium for twelve (12) hour employees with manager approval. When **Miller** provided evidence of the practice to HR, they granted the grievance with full back pay.

## MGL Technical Forced to use PTO on Holiday

**Brenda Perkins** is a part-time Ultrasound Tech on day shift at the Greenlawn Campus. **Perkins** works four (4) hours shifts/five (5) days a week. According to the Technical bargaining unit contract, she is entitled to holiday pay equal to one (1) shift. In June 2018, **Perkins** realized she was not being paid for several previous holidays and also being charged PTO from her bank to cover those holidays.

**Perkins** contacted her Steward **Kerri Gallagher**. She calculated that **Perkins** was owed approximately fifty-six (56) hours in PTO pay. **Gallagher** contacted Chief Steward **Kerry Miller**. She presented HR with the information and was assured the problem would be taken care of. But **Perkins** was only paid for one holiday (Memorial Day) and not the past holidays nor was any PTO reinstated to her bank. **Miller** filed a grievance and argued that **Perkins** was experiencing “insult to injury” by not being paid according to the contract. HR agreed to do an investigation and ultimately agreed to pay **Perkins** retro pay and to reinstate the fifty-six (56) hours back into her PTO bank.

## MGL POST Not allowed to use PTO on Holiday

**John Scardasis** is a Sterile Processing department employee at MGL. **Scardasis** was denied the ability to use PTO for the Labor Day Holiday. **Scardasis** spoke to his Manager and was told that he wasn’t entitled to holiday pay and so, he couldn’t use his PTO. **Scardasis** contacted Chief Steward **Lois Davis-Thomas** and informed her what his manager said. **Davis-Thomas** then contacted a consultant in the HR department and referred to the POST language, “employees hired after 5/9/14 can

elect to have hours equivalent to one (1) shift deducted from their PTO bank for the holiday”. After the HR consultant reviewed the contract language, she agreed and **Scardasis** was allowed to use his PTO for the Labor Day Holiday.

## MGL POST Just Pay Powis

**Angela Powis** is an MGL employee who works in the Patient Access department on Greenlawn as a registrar. She was not given the opportunity to work extra hours that she had signed up for. **Powis** discovered that a lower senior in her department was given the hours. **Powis** contacted Chief Steward **Lois Davis-Thomas** who contacted the Manager of that department as part of the initial grievance process.

**Davis-Thomas** could not settle the grievance, so the grievance proceeded to the next step, the HR department. A meeting was held with the Patient Access Supervisor, Manager and the Manager of Human Resources department. The grievance was settled and **Powis** received three (3) hours as if she had worked.

## MGL POST Give Mills the Bills

**Robin Mills** is a registrar in the Patient Access department at MGL. **Mills** had signed up to work extra shifts on several days. **Mills** found out that a lower senior in the department had picked up the extra shifts without the Supervisor in Patient Access offering the hours to **Mills** first. **Mills** contacted Steward **Sunni Lira** whom initiated the first step of the grievance with the Manager of Patient Access department.

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When the Manager refused to settle the grievance **Lira** contacted Chief Steward **Lois Davis-Thomas** who proceeded with the next step, a written grievance. A meeting was held with the Manager and a Human Resource consultant. The grievance was settled by paying **Mills** eight (8) hours as if she had worked.

### MGL POST Reimburse Rodriguez

**Barbara Rodriguez** is a Perioperative Orderly at MGL Penn campus Surgery department. **Rodriguez** was not asked to work the extra on-call shift for the Surgery department. **Rodriguez** has been on the on-call team schedule and has worked the majority of the on-call shifts. This particular on-call shift **Rodriguez** was not notified; instead a lower senior in another classification was allowed to work the open on-call shift. **Rodriguez**, a steward herself, contacted Steward **Brenda Densmore** who initiated the verbal step one (1) grievance with the Manager of the Greenlawn Surgery department. There was no agreement reached between Surgery Manager and **Densmore**. So, **Rodriguez** and **Densmore** contacted Chief Steward **Lois Davis-Thomas** who proceeded with a written step two (2) grievance with the HR department Manager.

The grievance was settled by the HR Manager agreeing to pay **Rodriguez** eight (8) hours regular shift and paying twenty-four (24) hours on-call pay as if she had worked.

### MGL RN Punishments do not fit the "Crime"

Sometimes an employee can be given a step on the grievance scale that does not seem to be a fair reflection of the action the employee

is being accused of. The punishment doesn't fit the alleged "crime".

In August an MGL nurse was given a step 3 (out of a 4 step process) for some charting errors that did not result in any harm to a patient. The nurse was deserving of a learning experience to improve her charting skills. The RN Chief Steward **Julie Murray** asked that the discipline be reduced and the nurse be allowed to show improvement. **Murray** showed the nurses past evaluations were all stellar and never indicated any incidents of charting flaws. Management, after considering **Murray's** argument that she was a long term employee with no previous history of discipline, offered to reduce the discipline to a step 2.

In a similar incident, another nurse was given a Step 1 discipline by her manager for alleged violations of hospital policies. RN Chief Steward **Murray** argued that if the manager was aware of them why didn't she address them when they occurred. This grievance was settled by reducing the disciplinary active period from nine (9) months to six (6) months.

### MGL RN Venting

Recently an MGL nurse was complaining, in a private room with the door closed, about being mandated to work an extra shift. The nurse was given a step 2 for making inappropriate comments that could have been overheard by a patient. RN Chief Steward **Murray** was able to point out that there was no proof that a patient overheard her. Federal law (the National Labor Relations Act) does allow for people to vent about their job with co-workers in a private area. Management agreed to settle this by reducing the active period from nine (9) months to six (6) months.

### MGL RN Not Called

**Trisha Knapp** is RN in the Labor and Delivery department at MGL. As patient census goes up management reaches out to staff to come in and cover the increased patient volume. On a day in July the department was extremely busy and management offered all staff the mandation rate of double times their pay to come in.

**Knapp** was the only one not sent a text message or otherwise contacted about this opportunity to pick up a shift at double time. Management did not keep a record of who was called and there were multiple people making calls to cover this shift. It was not done intentionally and management offered to settle by paying her for half of the shift. She agreed and her Chief Steward made sure **Knapp** was on the call list for the future.

### MGL RN Both Premiums Apply

**Lori Gonyea** is an RN that works on the orthopedic floor at MGL. She normally works days but agreed to a temporary night shift assignment for six weeks which allows her to be paid an extra \$10 per hour. On one of the days she was not scheduled to work her manager mandated her due to an increase in patient census. The RN Collective Bargaining Agreement calls for mandated employees to also be paid double time. Pay roll denied this as they said they could not enter a payroll code for both premiums. She reached out to Chief Steward **Murray** for help and **Murray** was able to show the manager that she should be paid. The manager was in agreement and **Gonyea** was paid.

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## MGL RN Union Before Agency

Sometimes management makes a mistake when scheduling extra hours. The MGL Intensive Care Unit has been using agency nurses while they are posting and hiring for open positions. When an open shift becomes available it is to be filled by willing bargaining unit nurses first before agency is used. **Tom Adams** had offered to work and the shift was awarded in error to an agency nurse instead of **Adams**. He contacted his steward **Kyra Keusch** who asked Chief Steward **Murray** to file a grievance. **Murray** contacted the manager and he agreed a mistake was made and **Adams** was paid for the shift he was denied.



## CEI CMHA Didn't Give him all the Forms

CMHA-CDI Steward **Mike Herdus** contacted Chief Steward **Naudia Fisher** on behalf of member **Chester Davis**. **Davis** was a relief residential technician who recently became a regular employee. Employees have ten (10) days to go to the Payroll and Benefits office to sign up for health insurance, dental, vision, life insurance, and to complete any other forms related to their benefits. Health insurance benefits do not begin until the 1st day of the month following a ninety (90) day waiting period and dental/vision benefits do not begin until the 1st day of the month following a 180 day waiting period.

**Davis** went to the Payroll and Benefits office during the initial ten (10) day period and completed paperwork related to life insurance. **Davis** believed that he could not enroll in health insurance until after the 90 day period

passed and did not request the forms associated with health, dental, and vision insurance. He returned to the Payroll and Benefits office after ninety (90) days and was told that he could not enroll in insurance since he did not do so during the initial period.

Local 459 contacted Chief Human Resources Officer **Sharon Blizzard** and argued that it is Payroll's job to inform employees of all of the benefits available to them and the deadlines for these benefits. **Blizzard** agreed and provided him with an extended three (3) day period to enroll in insurance. He was also paid over \$1,200 for retro health insurance buyout.

## CMHA-CEI Not Sleeping

A RN at CMHA-CEI was accused of sleeping at work after a coordinator stated that he walked past her work area and saw her head down for an extended period of time. The RN contacted Steward **Mary Huffman**. During the investigatory meeting, this coordinator stated that he could not rouse her and took a picture of the RN to prove that she was sleeping. The RN was disciplined and received a one (1) day suspension without pay. Chief Steward **Naudia Fisher** filed a grievance on her behalf.

During the investigation period, the coordinator provided a time frame of 30-45 minutes that the RN was sleeping. **Huffman** and the RN met with the Director of the program for a Step 2 meeting. **Huffman** received Smartcare documentation from the RN that proved she entered service notes during that time period. Additionally, **Huffman** questioned why the coordinator did not seek medical care for the nurse if she could not be roused. She did not receive an adequate response. **Huffman** argued that it was highly unlikely that the RN would be able to sleep for 30-45 minutes given the client needs of that particular position and that it is more likely that the RN had placed her head down for a moment or two. **Huffman** also argued that this punishment was not appropriate considering the RN

had no other disciplinary instances. The Director eventually agreed and replaced the suspension with a written warning. The RN was also reimbursed for her lost wages.

## CMHA-CEI Personal Hours not Required

A class action grievance was filed on behalf of seven (7) employees of CMHA-CEI Bridges Crisis Unit (BCU) after their former coordinator **Tammy Dame** forced them to utilize personal time prior to using their paid time off (PTO). Large & RN Unit members receive 16-32 personal time hours annually. Generally, personal hours can be used at any time with notice and do not require approval from management. PTO hours must be granted by management. Coordinator **Dame** mistakenly believed that employees had to use their personal hours prior to using PTO and changed employee time cards despite being repeatedly told that this was incorrect.

After **Dame's** resignation, Steward **Kareem Baig** discussed this issue with Chief Steward **Naudia Fisher**. **Fisher** requested the corrected time cards and dates of these changes. **Baig** provided this documentation. **Fisher** discussed these concerns with Chief Human Resources Officer **Sharon Blizzard** and requested that these members have their personal hours refunded from their PTO hours. **Blizzard** agreed after **Fisher** provided emails and time cards between the affected members and **Dame** discussing their personal hours. These members received their corrected personal hours.



## Touchpoint at Moross Disciplines must be Proved

**Johnathan Neal** works for Touchpoint as a food service worker at St Johns Moross Hospital. **Neal** had been warned by management in the

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past about being on his cell phone while working. It was reported to management that **Neal** was on his cell phone again and **Neal** was given a discipline.

**Neal** denied being on his cell phone, so he filed a grievance with Chief Steward **Latonya Rodgers**. It was argued that management did not see **Neal** on his phone so the employer did not meet its burden of proof. The grievance was settled with the discipline being removed and replaced with a non-discipline note to file.

### Touchpoint at Moross This One is Heavy

**Calvin Park** is a food service worker for Touchpoint at St Johns Moross Hospital. One of **Park's** duties is to empty the trash from the kitchen. Food is not supposed to be disposed of in the garbage bags. The waste food makes the garbage extra heavy. **Park** has complained to management in the past, but to no avail. One day **Park** was supposed to empty the garbage and he refused citing that again the food was not supposed to be in the trash and that the bag was too heavy. **Park** received a discipline.

**Park** contacted Chief Steward **Latonya Rodgers** to file a grievance. The grievance was resolved at the second (2<sup>nd</sup>) step with the discipline being replaced with a non-disciplinary note to file.

### Touchpoint at Moross Inpatient vs Outpatient Meals

**Betty Parker** works as a cook for Touchpoint at St Johns Moross Hospital. **Parker** is currently working in the smaller of two cafeterias on the grill, **Parker** formally worked in the main cafeteria. In the main cafeteria patients would come in and order food, however depending on what their diet was staff determined if they could be served.

In the smaller cafeteria there are outpatient clinic clientele and staff that utilize this cafeteria. One day a family member of a dialysis outpatient ordered food for her family member and herself, **Parker** informed the family member that she could not serve the outpatient what she ordered. The family member got upset and left and complained to management. **Parker** was given a discipline. A grievance was filed.

The discipline was removed after it was pointed out that **Parker** was only doing what she thought she was trained to do. It was agreed that in the future, **Parker** would refer such a customer to management.

### Touchpoint at Moross Impatient patient

**Darryl Jamison** is a cook for Touchpoint at St Johns Moross Hospital. **Jamison** works the early shift and prepares and serves breakfast. **Jamison** has many other tasks to do along with cooking and serving. One day **Jamison** did not make breakfast sandwiches and a customer complained to management.

**Jamison's** supervisor gave him a discipline for not having the breakfast sandwiches pre-made. **Jamison** asked Steward **Betty Parker** to file a grievance. **Parker** argued that **Jamison** was not neglecting his duties and that the customer's sandwich was quickly prepared. The discipline was removed and replaced with a non-disciplinary note to file.

### Touchpoint at Macomb Another Garbage Grievance

**Tywann Perry** was a Food Service Worker in the Food and Nutrition Department for Touchpoint at St. John's Macomb Hospital. **Perry** was working in the cafeteria serving food. **Perry** had to cough, and after he did, he spit into the garbage can near his work station. This was observed by a supervisor and

another employee. **Perry** washed his hands and changed his gloves. He then continued working. Later, **Perry's** supervisor called him into the office. **Perry** was given a discipline which, coupled with other disciplines in his record, led to his termination.

**Perry** contacted Chief Steward **Blenda Coward** who filed a grievance. The Union argued that termination was too severe. Management denied the grievance through every step of the procedure. Eventually, **Perry** came in from of the Local 459 Executive Board to ask that his case be sent to Arbitration. The Executive Board agreed.

Once management was informed that the Union demanded arbitration, they changed their tune. Settlement discussions began. Service Representative **Charles Terry** negotiated an agreement that brought **Perry** back to work in the Environmental Services Department.

### Touchpoint at Macomb Don't do me any Favors

**Dora Coogler** and **Armond Parker** both work as environmental service workers for Touchpoint at Macomb hospital. Touchpoint has a "no-fault" attendance policy. It doesn't matter how sick you are, if you call in it counts towards an occurrence. When you reach five (5) occurrences you are given a discipline. An occurrence is defined as calling in or being tardy two (2) times. **Coogler** and **Parker** were both disciplined with four (4) occurrences on their record.

**Coogler** and **Parker** contacted Chief Steward **Blenda Coward** to file grievances for them. Management acknowledged disciplining them at four (4) occurrences and said they thought disciplining them early was in the employee's interest. It was easily argued and by **Coward** that neither **Coogler** nor **Parker** had reach five (5) occurrences. Both grievances were granted.

# Steward Spotlight

## Mary Huffman CMHA-CEI RN unit

**Mary Huffman** came to CMHA-CEI as a Registered Nurse in 2011 and quickly became the Senior RN at Large for Clinical Services. In this role, she functions as a senior for all units without a senior RN, works closely with the director of the program to formalize policies and procedures, maintains the budget for RN CEUS, manages the RN On-Call phone, and takes shifts in the CSDD Med Clinic. These are just a few of her duties. She became a Local 459 steward in 2015 during contract negotiations. She recognized that her listening and communication skills were needed to make sure that Union members were receiving the best contract language possible.

**Huffman** is an invaluable member of our union. She is a strong advocate for her coworkers whether it be in a grievance meeting, healthcare committee, or during negotiations. She treats her position as the liaison for the nurses with the utmost importance. **Huffman** is also effective at communicating with management on behalf of her coworkers by approaching them in the spirit of working together. She recognizes that most members of management simply need to be educated when dealing with our members.

When **Huffman** is not preventing a CMHA-CEI apocalypse, she is thoroughly enjoying the apocalyptic world of the Walking Dead. She participates in Walking Dead activities and gatherings throughout the year including Walking Dead cruises and will even be going to the Walker Stalker Con in Atlanta soon! **Huffman** also often travels to North Pole (yes, THE North Pole), Alaska to visit her son and has assured me that all of your children's letters to Santa end up at this location. She enjoys outdoor activities that includes salmon fishing, camping and preparing for the inevitable zombie apocalypse.



Mary Huffman

For all those other stewards out there, **Huffman** would like to impart some wisdom: "The most important part of job of a steward is to not be fired."

## Charlie Hall MGL RN unit

The role of the Steward is such an important one that some units can benefit from having a regular steward along with an alternate. The more eyes the better! The emergency room department at MGL is a very big and busy unit so having **Charlie Hall** working along with the regular steward really serves those members well. **Hall** started at MGL twenty-four (24) years ago working as a nursing assistant on 6 south. She also has worked as a unit assistant, unit coordinator and an Emergency Technician. Once she was working in the emergency department she fell in love with the work and continued her education to become a nurse. While she was in school she also worked on 6 north and 6 main but felt the emergency department was her home. She is passionate about taking care for the patients who arrive in her department while they are often experiencing the most life changing events of their lives. Calming their fears and bringing them comfort is only a small portion of what this department does. Saving lives is a big part of their role and **Hall** loves doing this work.

She became active in the union because she not only wants to provide the best care of her patients, she want of make sure they have all the resources to give that care and take care of the nurses needs as well. That is done with the ability to have a contract that protects them and

provides fair wages and benefits allow her to take care of her family. This also gives her an opportunity to advocate for her co-workers and she understands Union gives them a voice. Her family is what her work life balance is all about. She has five (5) children and three (3) grandchildren who are close in her heart. They enjoy her passion for baking and camping brings them all together. She is socially active with her coworkers with her frequent craft events and cookie exchanges that all are included in. She is famous for her beautiful wreath making skills.



Charlie Hall

We want to recognize **Hall** for all she does for Local 459 nurses, including being a member of the bargaining team that is currently negotiating a new contract. Thank you **Hall** for your tireless advocacy and involvement to make life better for your patients and all the nurses at MGL.

## Towing Program

OPEIU's towing program is popular around the country and especially with Local 459 members. It offers members in good standing twenty-four (24) hour service calls for tows, roadside assistance, battery service, lockout service and tire service. Every OPEIU member is entitled to two (2) tows/service calls valued up to \$80 each per year for themselves and family living in the same household. (For tows over \$80, the member must pay the remainder at the time of service.)



So far this year, almost two hundred (200) Local 459 members have used the service at least once. Once a member uses the towing service, they often use it a second time. The fact that our members live in Michigan and we represent many lower paid classifications may explain why we use the service more than almost every other OPEIU Local.

**You must call the NSD number.  
If you arrange your own tow, you will not be  
reimbursed.**

The service is provided through Nation Safe Drivers (NSD). All calls for service have to go through NSD. Local 459 members are automatically enrolled. You just need to call 1-800-617-2677 and give them your name. If they ask for a

membership number, tell them Local 459 does not issue membership numbers. Be sure and mention OPEIU. If they ask, we are Plan B (used to be "C") and Producer Code (74046).

You can also download the OPEIU app at [www.opeiu.org](http://www.opeiu.org) and get a direct link with all the towing information.

**If you change your name and/or address it is imperative that you notify  
Local 459 (517-887-8844). If you don't, NSD may not  
recognize you as a member.**

**Office and Professional Employees  
International Union, Local 459**

**838 Louisa St., Suite A  
Lansing, MI 48911-5207**



**Election of Convention Delegates**

**Nomination and Election of Convention Delegates March 12<sup>th</sup>**

The 2019 OPEIU International Convention is being held in Las Vegas Nevada June 10 -14, 2019. Local 459 is allowed to have five (5) delegates and as many alternate delegates. The Local 459 constitution provides that the Local 459 President is a delegate by virtue of her/his office.

The remaining delegates to the convention will be nominated and elected by the members at the membership meeting at 6:30 p.m. Tuesday March 12, 2019 at the Local 459 office, 838 Louisa Street, Lansing. In accordance with Local 459's Constitution, mail-in ballots are not allowed for this vote. You must be present at the meeting to vote. To be a delegate, a member must have been a member in good standing in the Local for at least twelve (12) months prior to the convening of the Convention.

The Local 459 Executive Board is recommending sending five (5) delegates and paying up to \$1,500 per delegate for airfare, lodging and registration plus a \$40 food per diem for two (2) days for the delegates. The Executive Board is recommending that alternate delegates would receive no payment for expenses or meals unless a delegate is unable to attend and the alternate replaces that delegate. At the March 12<sup>th</sup> meeting the membership will also vote on whether or not to approve the Executive Board's recommendations on what expenses to pay for delegates.