

Touchpoint Grievances



Two grievances in the Local 459 Touchpoint unit that got members their job back are described in detail below.

A Dismissal, Reinstatement and a Back Pay Grievance

Albert Breeden is one of those old hard-workers. He's worked hospital housekeeping for 35 years, which means 35 years of hard service doing Housekeeping and Environment Services work in a large, acute care hospital: not easy work.

The story begins on June 2, 2023, when **Breeden** received a termination letter from Touchpoint (the subcontractor now managing Ascension housekeeping). The termination letter stated that **Breeden** had not worked since July 2022. The termination letter also claimed that **Breeden** had failed to provide medical verification when he turned in leave extension FLMA paperwork in March 2023, which **Breeden** pointed out was a month before a deadline to update his FMLA leave.

But **Breeden** never received a response to his paperwork, from either Touchpoint or its sub-contracted Human Resources firm. Thus, **Breeden** was shocked when the first thing he did hear back on was his termination notice.

The dismissal letter **Breeden** received was acted on pretty quickly by Local 459 Representative, **Monica Artis**. **Artis's** first action was to call Touchpoint and point out that **Breeden** was on a year long FMLA leave starting on July 9, 2022. Of course, June 2, 2023 is less than a year given that the leave started on July 9, 2022.

Touchpoint claimed it never received Albert's paperwork, but BeSwift (Touchpoints sub-contracted Human Resources firm - the subcontractor's subcontractor) admitted they lost the paperwork.

Of course, this is where you might have expected a grievance to be filed regarding Albert's dismissal, but, it turned out there was no need for a grievance. After a number of phone calls

and emails between **Artis** of 459, and Albert's supervisor, **MySahwn Lynk**. **Lynk** agreed to reinstate **Breeden** to his regular job.

And then, nothing happened!

Breeden never got a call regarding a return-to-work date. Likewise, **Breeden** never contacted **Lynk** or Touchpoint regarding what date he was supposed to return to work. So, June turned into July, July to August and still no return date. **Artis** told **Breeden** the best way to proceed was to get **Breeden** back to work as soon as possible, and then, once **Albert** is back on the job, file a grievance for back pay.

Breeden did get a return-to-work date and returned to work in November, 2023. On November 14, 2023, **Artis** filed a grievance in **Breeden's** behalf demanding that **Breeden's** dismissal was without just cause (already solved as **Breeden** was back on the job) and back pay, benefits, and otherwise made whole. Thus **Artis** did exactly as she said she would.

In early April of 2024, the Union and Touchpoint worked out a settlement on pack pay. **Breeden** received two months of back pay covering the months of August and September 2023. The settlement resolved all the issues on the table between **Breeden** and Touchpoint and **Breeden** was back on the job, with back pay.

Of course, there has to be a moral to everything! In this case, the word to the wise is that when you turn in paperwork to your employer, make sure you get a copy with a date stamp. Here, you're covered if an employer says they never received the paperwork.

The other advice is to be proactive. If the employer owes you a response and you don't receive the response, bug em'. And make sure you keep a record of when you bugged the boss. All of this makes you the more credible party if a dispute arises.

Back on the Job in Record Time

Sometimes bosses can act with compassion when a worker gets in trouble. This is not one of those occasions,

Meet **Sue MacDowell**, a 25 year Touchpoint worker in Ascension St John's Food Service Dietary Department. Over the 25 years, **MacDowell** has maintained a spotless work record, no disciplinary actions, as well as a long history of working extra hours when needed and assisting fellow workers when they needed the help on the job.

So, here's the story:

On October 11, 2023, a co-worker asked **MacDowell** if she wanted some old shelf liners, otherwise he was going to throw the liners out. The liners themselves had been around for a few

years. The liners had been walked all over, food carts and flatbeds had rolled over the liners, and basically, the liners were garbage, or so **MacDowell** thought when she was being offered the liners by a coworker. **MacDowell** had in the past taken useful garbage home, with the boss's permission. **MacDowell** didn't get the boss's permission this time, but the items were so trashed and obviously trash!

So, **MacDowell** takes the shelf liners to her car. She is being shadowed by St John's security services. The security people observed and shadowed **MacDowell** but never asked her what she was doing. **MacDowell** of course hid nothing. In her mind she wasn't doing anything wrong at all. Security however took photos; maybe it was their big case? Maybe they thought they were breaking up a big crime ring at the hospital?

MacDowell was fired for engaging in theft of hospital property. The firing occurred on October 13, 2023 and hit Sue like a bolt of unanticipated lightning.

Touchpoint said they had investigated the "theft" during the two days between October 11 and October 13. Touchpoint, however, decided a good investigation did not include interviewing **MacDowell**. After all, that conversation with **MacDowell** might have derailed Touchpoint's predetermined outcome.

Here, right off the bat, Touchpoint failed one of the seven tests of just cause, that the employer must conduct a thorough investigation of the incident, which clearly they did not do; they never talked to **MacDowell**. And at this stage of the game, **MacDowell's** dismissal sounds more like a labor version of an entrapment strategy than a just cause dismissal! To all you stewards out there, keep that investigation requirement in mind. Employers do one-sided investigations all the time.

So, Local 459 filed a grievance in **MacDowell's** behalf On October 23, 2023, at Step 3 as this was a dismissal grievance; all per the collective bargaining agreement with Touchpoint.

The grievance on **MacDowell's** behalf resolved pretty quickly. **MacDowell** was reinstated to her job on November 14, 2023. The settlement, however, took some things away from **MacDowell**. She received no back pay and she was demoted from her lead worker status and was denied lead pay. Sue was also placed on a one year last chance agreement.

In this case, **MacDowell** was in a tough place. She had family medical emergencies at home and just plain couldn't afford to be without healthcare insurance or pay for that matter. Basically, **MacDowell** needed to be back on the job ASAP, and thus, the conditions of the settlement were acceptable for **MacDowell**, even though the settlement is not complete justice.

Finally, **MacDowell** was not a popular worker with some of her coworkers. Prior to the firing, **MacDowell** was a "free rider", a person who has opted not to pay dues or service fees during Michigan's brief anti-worker "right-to-work" years. The upshot is however that **MacDowell's**

dismissal was a real education about unions for **MacDowell**; she joined the Union and is now a member of OPEIU, Local 459.

Kudos to **Calvin Parks**, who filed the grievance in Sue's behalf, even though **MacDowell** was a free-rider receiving services she never helped support prior to her dismissal.

Sue MacDowell, welcome to the Union!