

459 Update

Local 459 of the Office and Professional Employees International Union, AFL-CIO

April – June 2009

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American Red Cross Attack on Workers and Unions



Lansing Rally

American Red Cross (ARC) contract negotiations at the Great Lakes Region, where Local 459 represents 236 employees, and at Red Cross Regions around the country, have been nothing less than an all out attack on the workers and the Unions that represent them.

The ARC National has taken control away from the Regions and has appointed an anti-union and anti-worker attorney from Washing DC to propose gutted contracts and break their unions. The ARC is going around the country proposing to take away each Union's right to bargain over pension or health care, other cuts in Union rights, no raises or steps for three (3) years and many other wage and benefit cuts. They are also proposing to

reduce the number of RNs on drives and to lower the qualifications required.

Local 459 has three (3) contracts at the Great Lakes American Red Cross. One covers the employees who go out and collect the blood, another covers the employees who test and distribute the blood and the clerical employees and the third covers the employees at the Chapter and Food Bank. All three (3) contracts have expired. The National Red Cross tried to pressure Local 459 into striking by stopping dues deductions after the contracts expired. This didn't work and the Union members have either been sending their dues in themselves or using direct deposit to have their dues paid.



Lansing Rally

Local 459 has been in contact with many other Unions facing the same problems with the ARC. Unions from *(Continued on Back Page)*

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BULLYING NOT OK

Workplace bullying is defined as repeated, health-harming mistreatment by one or more perpetrators. It is sometimes called lateral violence. Bullying can take one or more of the following forms:

1. Verbal abuse
2. Offensive conduct/behaviors which are threatening, humiliating or intimidating
3. Work interference, sabotage, which prevents work from getting done

Some examples of workplace bullying or lateral violence include:

- Verbal affront
- Nonverbal innuendo
- Undermining actions; unavailability
- Sabotage, "setting up to fail"
- Backstabbing
- Belittling gestures
- Fault finding

Management often enables people who engage in workplace bullying by looking the other way when incidents occur. If you are aware of bullying in your department and do not take action you are enabling the bully.

Some employers have amended their harassment policy to include lateral violence and in theory should provide protection to those who fall victim to bullying. Unfortunately, the vague and broad definition of lateral violence in their policy will give management room to interrupt and enforce as they see fit, which historically is not always in the best interest of our members.

As Union members we cannot allow management to play us against each other. This only weakens the solidarity that makes a Union so powerful.

As a member what can you do about lateral violence?

- Talk to the Union first
- Take notes – The more detailed the better. Include date, time, and witnesses.
- Minimize one-on-one interaction with the person who is bullying you. (Only if it doesn't hamper your job performance)

Do not be afraid to take action! Individuals are less likely to engage in bullying activities if it is known that this type of behavior will not be tolerated not only by the employer but also (and most importantly) by the people they work with.

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is newsletter published by Local 459 of the Office and Professional Employees` International Union, 838 Louisa Street, Suite A, Lansing, Michigan 48911-5207. (517) 887-8844 or (800) 833-1103. Bulk rate U.S. postage paid in Lansing, Michigan. Permit #975.

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To the Editor:

Hospice of Lansing appreciates the great honor of being recognized with the Rose Award (See Local 459 Update January – March 2009). As Mid-Michigan's original hospice, we have worked hard to develop a partnership with our union member employees and with Local 459 to help us be the first choice among hospices in the region. When **Janet Martinich** and I joined the agency five years ago, relationships with the union were strained, and trust was lacking. However, after signing the first agreement, **Joe Marutiak** reached out to us and helped lead our United Way campaign to 100% staff participation. Since then **Joe** and **Cindy Jeffries** have been our partners, working with us towards fairness and adequate pay and benefits. We are now collaborating with **Cindy** in a series of thoughtful meetings to improve our relationships even farther. Both **Janet** and I have union family roots, and we appreciate the importance of unions in the American workplace.

With many thanks,
Lars Egede-Nissen
Executive Director

Contracts Settled

Hospice of Lansing

Local 459 represents two (2) bargaining units at Hospice of Lansing (HOL). One is RN and the other is a paraprofessional unit. Both contracts were to expire on February 1st. HOL is a small employer and struggles with census and reimbursement issues. In today's economic times it made sense to explore extending the current contract for another year with some minor changes.

A contract extension for one (1) year was agreed to by the bargaining teams. Some details still had to be resolved. The agreement included changing the health insurance plan to a high deductible plan. HOL agreed to pay the employee deductible and made arrangements for employees to get their prescriptions at a local community based pharmacy that will bill HOL. This is beneficial to the employees and helps our community retain business. HOL also agreed to pay up to an additional \$500 if employees exceed the \$500 plan limit for preventative care.

The agreement also changes New Years Eve to a floating holiday that employees can use anytime. The step scale was maintained for both units. Employees that are at the top of the scale will receive at least a 3% lump sum bonus. This is an increase of 1% over what was being paid.

In addition the parties agreed to continue bargaining on some common issues of concern during the duration of this extension, such as a paid time off bank instead of the current separate sick and vacation banks, absenteeism language and mandatory education needs.

The bargaining team for the RNs is **Robin Watters** and **Donna Gibbons**. For the paraprofessional the team is **Nicole Keckler**

and **Erica Cooper**. Both teams are being assisted by Service Representative **Cindy Jeffries**.

Ingham County

Similar to many local governments, Ingham County is receiving lower tax revenues. It faces a \$5 million dollar deficit for this fiscal year and another multi-million dollar deficit next year. In spite of this, Local 459 was able to negotiate new agreements with the County for our two (2) bargaining units.

The three (3) year contract covering the professionals in the 30th Circuit Court/Family Division and Probate Court included raises of two percent (2%), one percent (1%) & one percent (1%); a written guarantee if any other Unions representing Court employees or non-Union employees received a larger raise, then Local 459 members would be offered the same increase; adding binding arbitration to the grievance procedure; improved layoff protections; protections to ensure employee rights if management implements drug testing for reasonable suspicion; employees must report any felony or misdemeanor convictions as required by the State judicial code of ethics; and employees must report if their driving license is suspended.

Ingham County, and the Unions representing its employee's, already work together to address medical insurance costs through a joint labor/management health care committee. Changes to the medical insurances had already been agreed to for this year, so the issue was not addressed in bargaining.

Both units unanimously ratified the contracts. **Jim Dudzinski** and **Jeffrey Loucks** served on the bargaining team and were assisted by Service Representative **Jeffrey Fleming**.

Recipient Rights "Paper Lie Detector" Banned At CEI CMH

Local 459 discovered that the Clinton Eaton Ingham Community Mental Health (CEI CMH) Recipient Rights staff was using a "paper lie detector test" to investigate alleged rights violations. Employees had to provide written answers to questions designed to trip up employees rather than get to the truth such as; "Should we believe your answers to the questions?", "...give us one reason why.", and "What would you say if it was later determined you lied on this form?" Staff were also instructed not to talk to anyone else about the test. The recipient rights office would interpret the way answers were worded instead of the content of the answers to determine if an employee was lying or telling the truth.

Local 459 objected to the use of the paper lie detector. The Union pointed out the instructions illegally violated Union members' rights to be represented by their Steward during an investigation. Stewards can't help employees if they aren't

allowed to discuss the paper lie detector test. The administration at first only modified the test's instructions so that it complied with the law.

The Recipient Rights Department sought the approval of the Board of Directors for the paper lie detector test. They claimed the instrument was widely used across the country. Local 459 countered the list of organizations using the test include the FBI and military intelligence. This wasn't surprising given it was developed by an individual with an Israeli military background. The Board suspended the use of the paper lie detector until the administration could provide evidence this was a valid method. The administration recently admitted they could not provide any research to back up their claims. The Board directed the administration to develop a policy permanently banning the paper lie detector.

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From the President's Desk



These are tough times. Some employers are struggling to survive. Many employers are going to their Unions and asking for concessions. There is a right way and a wrong way to approach employees and ask for cuts. At Local 459 we have seen some employers do it well and others do a horrible job. We have seen others that don't really need concessions but, seeing an opportunity, ask for them anyways. Some employers have created major battles with their employees and weaken their organization. Here is an update on some of Local 459's employers approach.

American Red Cross

The National American Red Cross is going around the country asking every Union to give up wages and benefits. They are also demanding each Union give up the right to bargain over health care, pension and other benefits in the future. Their approach has been to belittle and bully their workers. While Unions understand the need for common pension and health care (Local 459 teams began negotiations by proposing our members move to the Red Cross's non Union health care plan) the attempt to divide workers has backfired. Instead of making progress towards common benefits, the Red Cross has united all of its Unions for the first time.

Ingham County

Ingham County is an example of what the Red Cross should have done. It has a number of Unions to work with. It set up a joint labor /management health care committee. All of the Union's participate in it. Employees are treated as equal partners. The committee is data driven, not power based. For a number of years the committee has worked to contain the cost of health care. All of the Unions have the same health care and changes in coverage have been made even in the middle of contracts. It is hard work but it can be done.

Ingham County has also given fair raises when it can and gives its managers the same raises the Union workers get. It shares information willingly. This creates an atmosphere of trust that

speeds negotiations.

Hope Network

Hope has really blown it. This employer has only 2 groups, Local 459 and the non Union employees. It doesn't have to worry about coordinating health care with a number of different Unions. But it hasn't been able to work with even one Union. In 2007 Hope slashed health care for its non Union employees and unilaterally changed Local 459 members to that plan. An arbitrator ruled this violated the law and the contract and Hope had to undo the change. Instead of going to Local 459 and engaging in meaningful negotiations, Hope came to the bargaining table, made 1 proposal of cuts and never engaged in meaningful talks. Hope has also refused to share financial information unless forced to by the federal government. In May of this year, Hope again unilaterally changed Local 459 members to the non Union plan. We expect that change to be overruled also.

Hospice of Lansing

Hospice is a small employer that has shown it knows how to approach its employees. It has developed a relationship with Local 459 and its employees. The relationship allowed a relatively quick agreement on health care changes and minor raises for the coming year.

NEM CMH

In the last few years NEM CMH has given Union employees raises and bonuses on the same schedule as other employees. This built up some trust and good will. NEM CMH recently went to its employees and asked for an increase in health care premium co pays and a decrease in mileage payments. While hard, the Union teams agreed as long as their is a written guarantee that any raises would be equal in the upcoming year.

CEI CMH

CEI CMH has not had to ask for concessions yet, but indications are it may ask for them in the future. Unfortunately, its approach to the current negotiations has already undermined any such talks. CEI CMH quietly gave its upper leadership big raises in 2008. It called these a "reclassification". It then came to its workers and said it could only afford about 1.3% over 3 years. This led to outrage among employees. Until the CEI CMH leadership adopts a more open and equal approach to wages, it will find an unreceptive audience when it needs help.

Summary

As the Union we obviously have a vested interest in the financial viability of those employers where we represent members. But first and foremost we must be sure that there is a financial need for us to consider before we start talking concessions. We have always talked of having more of a partnership with employers between Union and management and dealing with these tough economic times are no different. Most employers will find that if they are open and honest with the Union regarding their current situations and needs we will work with them to try to help them in the ways that make most sense for both sides.

EXECUTIVE BOARD ACTION

Local 459 members elected by the membership make up the Executive Board. 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 2009 to May 2009 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.

A total of six (6) grievances were presented to the Executive Board. The following grievances were approved for arbitration.

- IRMC POST –Termination
- LAFCU – Suspension and/or Termination (4)

OTHER BUSINESS

The Executive Board approved the 2008 financial records audit prepared by the accounting firm Abraham & Gaffney.

The Executive Board approved disposing of an inoperable copy machine.

The Executive Board appointed Stewards and Alternates at American Red Cross, CAUW, CEI CMH, Hope, IRMC and St. Vincents/Catholic Social Services where only one (1) member expressed an interest in the position.

The Executive Board approved sending the President, the Vice-President and two (2) service representatives to the OPEIU Education Conference and paying for their registration, travel and lodging.

The Executive Board approved rules for disbursing the \$50,000 paid by Hope for uncovered health care costs for employees covered by the settlement of an unfair labor practice charge against Hope.

The Executive Board approved sending the President to New Union Leader training in Washington, DC for a cost of \$1,233 plus travel.

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 3546 members so a petition would require approximately 106 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.

QUESTIONS?

If there are any questions or concerns about these decisions, please feel free contact President **Kevin Nix** by phone at 887-8844 (Greater Lansing area) or (800)-833-1103 (outside Greater Lansing) or by email at knix@local459.org .

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.

Hope Status Dropped Without Notice

Melisa Ervin is a Residential Instructor and steward at the Northridge Program at Hope Network. She noticed that she did not receive holiday for Christmas and New Years. **Ervin** discovered that her employee status had been lowered to part time when she took time off and was not paid for those hours. Part time employees do not receive holiday pay. She believed this was in error due to the fact she had prior approval for the hours reduction.

Ervin filed a grievance and her grievance was granted. **Ervin's** PTO hours were used to elevate her status and she received holiday pay for Christmas and New Years. It is now the practice of the Hope payroll department to notify employees by letter if they are going to experience a drop in employee status.

Hope Attendance Points For Thinking About Shifts

Ashley Reams is a Residential Instructor at the Walker Valley Program. Hope has an attendance policy that gives employees points for every hour that they are absent. Too many points leads to termination. **Reams** was given eight (8) attendance points for not working Dec. 27th or Dec. 28th. **Reams** had contacted one of the other homes about picking up the extra shifts, but later called back and said she could not work either shift. She never made a formal request in writing for either shift. When **Reams** became aware that she was put on the schedule she tried to rectify the situation in advance of the two dates to no avail. **Ashley** contacted Chief Steward **Judy Miller** who filed a grievance on her behalf. The grievance was granted and eight (8) points were credited to her attendance bank.

Hope Suspension Overturned

Amy Taylor is a Residential Instructor at River Valley Long Term Program. **Taylor** received a suspension for unprofessional conduct while interacting with a Director. Both the Director and **Taylor** were attempting to work with a consumer who had been acting out. **Taylor** contacted Chief Steward **Judy Miller** who filed a grievance on her behalf. **Taylor** denied acting inappropriately and Human Resources could not substantiate the allegations.

The discipline was overturned and removed from her personnel file. She will receive back pay for one (1) day unpaid suspension.

Hope Pulled In Error

Melvin Eledge is an Advance Residential Instructor (ARI) on the 3rd shift at the Meadows Program. **Eledge** was pulled to another program. It is the established practice that the ARIs do not get pulled. Chief Steward **Judy Miller** filed a grievance on **Eledge's** behalf. Management acknowledged a mistake was made and said steps will be taken to prevent this from occurring in the future.

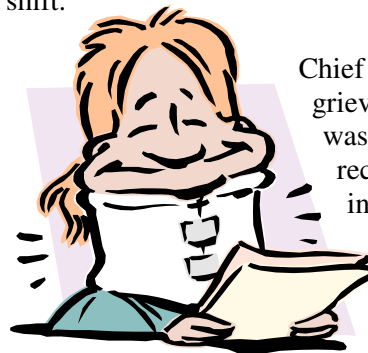
Hope Termination For Missing Shifts She Didn't Know About

Andrea Williams is a Residential Instructor at Alpine Grove who was fired for two (2) no call/no show absences. The problem is **Williams** did not know she was even supposed to work the shifts. **Williams** traded shifts with a co-worker at both Alpine Grove and the Lodge. There was miscommunication about which shifts **Williams** was expected to work. She did not show for those shifts but she did work for another week before Hope got around to firing her.

Chief Steward **Judy Miller** filed a grievance and showed that **Williams** simply made a scheduling error and did not intentionally miss any shifts. She clearly did not abandon her job because she worked the week after that before she got fired. **Williams** was returned to work after a short layoff and the termination was removed from her file.

Hope Apparently Paperwork Comes Before Injury

Jill Porter is a Residential Instructor at the River Valley Long Term Program. There was an incident on one (1) of her shifts. She was injured and had to leave. She knew a report had to be filed. **Porter** had been told by co-workers that she had twenty four (24) hours to file the report. She had returned the next day and completed the incident report. **Porter** received a discipline for failing to complete an incident report before the end of her shift.



Chief Steward **Judy Miller** filed a grievance and discovered that there was no documentation that **Porter** received training for submitting incident reports. The discipline was overturned and removed from her file.

Grievances Settled

IRMC POST

Volunteers Work While Employee Sent Home

Rosa Marietta is a Unit Assistant (UA) at Ingham Regional Medical Center (IRMC) in Same Day Surgery. There is a problem in **Marietta's** department with mandated days off due to low census. Local 459 reached an understanding that student volunteers performing bargaining unit work will be canceled before a UA would be mandated to take a low census day off (LCDO).

On February 18th **Marietta** was mandated LCDO. Afternoon Unit Coordinator and Steward, **Dorothy Sumner**, worked that day and documented eight (8) hours of POST bargaining unit work performed by student volunteers.

A grievance was filed on behalf of **Marietta** by Chief Steward **Wendy Yaney**. The grievance demanded that **Marietta** be paid as if she had worked her regularly scheduled hours. Management acknowledged the violation of the agreement and the grievance was granted. **Marietta** was paid 10 hours at straight time.

IRMC POST

Verbal Warning Before Supervision

Matt Kenney is a third shift tech in the Environmental Services Department at IRMC. On March 16th **Kenney** was informed by a note put in his mailbox that he was to meet with his supervisor the next morning and to bring a Union Steward with him. The supervisor did not speak with **Kenney** directly.

Steward, **Karl Sellmeyer**, accompanied **Kenney** to the meeting. At the meeting management made allegations of inadequate job performance and voiced concern regarding **Kenney's** ability to complete his duties. Management had not voiced any concerns to **Kenney** about his job performance prior to this meeting. On March 20th **Kenney** received a verbal warning for job performance.

A grievance was filed by Chief Steward **Wendy Yaney** stating the discipline was given without just cause and demanding that the discipline be removed from **Kenney's** personnel file. At the second step of the grievance process **Yaney** argued that management had not addressed any concerns with **Kenney** about his performance prior to the discipline. Therefore **Kenney** believed that his performance was adequate. She added that poor communication on the part of management is not reason for **Kenney** to be disciplined.

Human Resources resolved the grievance by removing the discipline and replacing it with a coaching and mentoring memo.

IRMC POST

Attempt To Get Around Unit Bid

The IRMC POST contract states that for purposes of unit based job bidding, a bargaining unit employee interested in the position shall indicate his/her desire to be considered by signing and dating the posting. The most senior qualified bargaining unit employee within the unit and classification that applies during the posting period shall be awarded the position.

Jan Joseph is a Registrar I on the Pennsylvania Campus at IRMC. **Joseph** bid on a 7:30 am – 4:00 pm Registrar I internal departmental posting that was posted in her department on March 4th. The posting was rescinded by management on March 11th. Management changed the hours of a less senior employee to the posted hours. The less senior employee's hours were then posted.

A grievance was filed on behalf of **Joseph** by Steward **Kendra Moore-Carthen**. The grievance cited the violation of the unit based bidding article of the contract and demanded that **Joseph** be awarded the 7:30 am – 4:00 pm shift. Management argued that the changing the lower senior employees schedule was an individual change. **Moore-Carthen** argued that the less senior employees schedule did not change until after the hours were posted clearly making this a contract violation.

Management agreed with **Moore-Carthen** that the position should have been awarded to **Joseph**. The grievance was granted at the manager level. **Joseph** was awarded the 7:30 am – 4:00 pm position.

IRMC POST

Holiday Pay Denied Due To Bereavement

Union employees at IRMC who have completed ninety (90) days of employment receive holiday pay for six (6) recognized holidays provided the employee is eligible under the established rules. An active employee who has an unexcused absence on the shift preceding the holiday or the shift following the holiday can be denied holiday pay. The POST contract states that employees budgeted to work seventy (70) or more hours per pay period receive holiday pay.

Laurie Lewis is a full time Unit Assistant (UA) in the float pool at Ingham regional Medical Center (IRMC). **Lewis** was unable to work her scheduled shift preceding Christmas 2008 due to bereavement. **Lewis** did report and work the shift following that holiday.

Lewis was surprised to find that she had not been paid any holiday pay for Christmas 2008. A grievance was filed of behalf of **Lewis** by Chief Steward, **Wendy Yaney**. **Yaney** argued that **Lewis's** absence prior to the holiday was not
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Grievances Settled

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considered to be unexcused because it was due to extended bereavement leave. **Lewis'** grievance was granted at the Human Resources level and she received twelve (12) hours of pay.

IRMC POST Classifications Different For LCDO

Karole Modeen is a Unit Coordinator (UC) in the Same Day Surgery Department at IRMC. Low census days off (LCDO) are usually given to the lowest senior employee but the Union members can vote to use a different method of distribution. The Unit Assistants (UA) in **Modeen's** department voted to implement an alternate method when mandating LCDO. The UC's are not part of this alternate method.

On March 10th **Modeen** was sent home on a mandated LCDO. **Modeen** is the most senior UC in her department. Chief Steward **Wendy Yaney** filed a grievance on behalf of **Modeen** citing the LCDO contract language and asking that she be paid as if she had worked the shift.

Management argued that because a UA could perform UC duties, they were able to choose who they wanted to LCDO that day and have a less senior UA work. **Yaney** argued that the UC classification is not part of the alternate method of LCDO decided by the UA classification and in fact the person working that day was in fact working as a UC, not as a UA. The grievance was granted at the Human Resource level and the **Modeen** was paid for 8 hours of straight time.

CEI CMH Large Unit Termination Too Quick

Clinton Eaton Ingham Community Mental Health (CEI CMH) Mental Health Worker **Jeremy Sickles** was fired for one (1) documented incident of tardiness, for not checking his email and for allegedly committing fraud by not completing two (2) pieces of paperwork. Steward **Ilene Jolly** filed a grievance on his behalf.

Management argued there was a clear a pattern of performance problems and pointed to **Sickles'** prior verbal and written warnings. **Jolly** argued his boss did not provide regular supervision meetings to assist him in overcoming these supposedly serious problems. She also pointed out going straight to termination from a written warning was too severe a penalty for what amounted to a few relatively minor offenses of forgetting to fill out a couple of forms over several months, not checking email and one (1) documented episode of being late.

Sickles decided he did not want to work for management who would treat him like this. The Human Resources Director

granted the grievance by removing the termination; allowing him to resign and repaying him full back pay for lost wages and benefits.

CEI CMH Large Unit Fired For Rules He Never Saw

Mark Greko worked as a Security Guard at the CEI CMH House of Commons program. The House of Commons provides residential substance abuse treatment for individuals in the criminal justice system. **Greko** was frequently asked to transport parolees to appointments or bus stops. He was terminated when he stopped at his home on his way to drive a parolee to the bus station. Management stated he violated the guidelines in their contract with the Michigan Department of Corrections by interacting with parolees.

When Local 459 obtained a copy of the guidelines, **Greko** reported he had never seen them. The Union filed a grievance on his behalf.

At the grievance meeting before the Board of Directors, management argued **Greko's** violation put their program's funding at risk. **Greko** argued he was only trying to help out the parolee and never realized his actions went against the policy. Under questioning by Local 459, management admitted they had no proof **Greko** had ever received the guidelines. The Union pointed out management had violated the contract themselves by not maintaining documentation that all employees were given the guidelines. Local 459 also provided an example of another employee who received a written warning for a more severe offense involving consumer interactions.

The Board of Directors unanimously granted the grievance and ordered **Greko** be returned to work with full back pay, benefits and seniority.

CEI CMH Large Unit Improper Scheduling Corrected

Jessica Songer works as a Mental Health Worker at CEI CMH. She had emailed management that she was available for certain shifts. When she discovered less senior staff were scheduled for those shifts, she contacted Local 459. Management admitted they had made an error.

The Human Resources Director resolved the issue without a formal grievance needing to be filed by offering **Songer** the two (2) shifts that were still available, reimbursing her for the twelve (12) hours she lost when a shift was worked by a less senior employee and ensuring she was offered future shifts as required by the Union contract.

Grievances Settled

IRMC RN Extra Hours Rescinded

Kathy Alward is an RN on 2 East at Ingham Regional Medical Center (IRMC) on the Pennsylvania campus. Code coverage on the Penn campus is generally done by the paramedics on 2 East. The paramedics are given first choice of the available hours and anything left over is then opened up to RNs as well.

In February 2009 **Alward** signed up and was properly awarded three (3) nights of code coverage coming up in March. Prior to the shifts in question she was notified by her manager that the shifts were being taken away and given to the paramedic. **Alward** contacted **Kelly Wilcox, RN Chief Steward** who initiated the grievance procedure. **Wilcox** argued that once a shift is awarded to an RN, they own the shift. She also argued that per the RN contract, a bargaining unit RN cannot be bumped out of a shift they are scheduled for once the schedule is posted (which it was in this case).

Human Resource granted the grievance stating that the manager had made an error but they were only going to put her back on for two (2) of the nights in question. **Alward** worked those nights but **Wilcox** continued to advocate for the 3rd night to be returned. When the 3rd night went by and **Alward** was not allowed to work it, **Wilcox** filed a second grievance for that night demanding that **Alward** be paid as if she had worked the hours. Human resources offer a settlement of paying Alward six (6) hours (½ of the grievance request). The Union countered that the six hours needed to be paid at time and one-half. Human Resources agreed and the grievance was settled.

IRMC RN Said It Wasn't OK, They Did It Anyway

Michelle Prudden, RN on 4N/4S at IRMC was scheduled to work a Saturday November 29th. Prior to reporting for work that day she was called by scheduling and given a low census day off (LCDO) due to low number of patients on her unit. The scheduling office asked her if it was ok for per diems to work instead of her and she told them that she preferred to work if they needed someone. **Prudden** was placed on call for the shift in the event the hospital needed an RN to work. She was not called in.

Prudden subsequently discovered that a per diem was called into work that day for more than four (4) hours and another per diem worked the entire twelve (12) hour shift. She contacted **Steward Tasinda Ridsdale** who filed a grievance on her behalf.

The grievance was granted by Human Resources and **Prudden** was compensated for twelve (12) hours as if she had worked.

IRMC RN OT Approved, Paperwork Not Required

In the IRMC RN contract there is a newly negotiated provision that calls for RNs to be paid overtime if they are required to stay beyond their 12 hours shift with manager approval. The operating rooms, recovery room and same day surgery staff are the areas most affected by this language because there is no one to relieve them.

Dawn Butcher is an RN in the operating room on the Pennsylvania campus. On February 18th **Butcher** was required by management to stay one (1) hour overtime as there was no one to relieve her. She then left on vacation the next day. When she returned from her vacation she filled out a request for the overtime payment as her manager requires. Her manager, **Bob Sturgis**, denied her overtime stating she was too late to request it.

Butcher contacted Chief Steward Kelly Wilcox for assistance. **Wilcox** initiated the verbal step of the grievance procedure and discussed the issue with Sturgis. She argued that management was aware that she worked the overtime as they were the ones who told her she had to stay. This indicated that she worked with their approval per the contract language. The fact that **Butcher** didn't fill out the paperwork is not grounds to deny her payment. The contract does not make the payment contingent on filling out paper work. The only requirement to be eligible is the overtime has to have management approval which it did. **Sturgis** still maintained his position. **Wilcox** then took the issue up with Human Resources who granted the payment of the overtime.

IRMC RN Said It Wasn't OK, They Did It Anyway

The IRMC RN contract states that management is to solicit volunteers to work extra hour/overtime. The time is to be awarded to bargaining unit volunteers not in overtime status by seniority first, then to bargaining unit volunteers in overtime status by seniority next and lastly to non-Union per diem volunteers.

In January 2009 it was discovered that scheduling in the Emergency Department was not following the contract language. The tentative schedule was being posted with per diems already scheduled. The purpose of the tentative schedule is for Union RNs to indicate their desired shifts and/or overtime. Scheduling was first awarding vacant shifts to per diems then soliciting volunteers for any remaining shifts when they posted the tentative schedule. According to the RN contract Union RNs, with proper notice, could then bump the per diems out of their shifts.

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Our Rose

Ingham County Shares Sacrifice With Employees

Ingham County is facing a significant budget deficit like many municipalities. The administration asked employees to accept smaller raises in negotiations. They are considering a variety of other options to help close their deficit. Some of these involve financial sacrifices by their employees.

The administration has repeatedly stressed to their employees and Unions that whatever employees agree to give up, all employees will share in the sacrifices equally including top management. The County demonstrated they were serious about this commitment by restructuring several vacant non-Union management positions to help save money. They followed this up with a written guarantee that non-Union staff will receive the same economic package as Union employees.

The administration wisely built up a reservoir of good will by offering their employees fair raises over the years when finances were in better shape. Their willingness to give up the exact same things they are asking employees to helps employees feel like they are being treated fairly. Most staff are not reacting with anger at the sacrifices be asked of them. One employee's comment is a typical reaction – "The County has given me fair raises when they had money. I believe them when they say they don't have the money now." (This attitude contrasts sharply with other employers such as Clinton Eaton Ingham Community Mental Health where upper management received large salary increases shortly before they offered employees a small raise for the first year and no raise for the next two (2) years.)

Our rose this issue goes to Ingham County!

Grievances filed by Local 459 in 2008

Local 459 represents nearly 4,000 employees in forty nine (49) bargaining units at forty-four (44) different employers. We have many active members and Stewards. Our Stewards filed 627 grievances on behalf of their coworkers in 2008. This represents a thirty-one percent (31%) increase from last year.

Staffing Scheduling Most Common Reason

Some managers believe Unions only file grievances over disciplines. Disciplines weren't the most common reason for a grievance. The most frequent issue was staffing/scheduling problems. Over half or 333 of the grievances filed were for these issues. Over eighty percent (80%) or 272 of staffing/scheduling grievances were filed against the American Red Cross. This actually under counts the number of staffing problems because certain types of issues are automatically addressed under the contract without a grievance needing to be filed. Management has adopted an attitude that blood donor and employee safety take second place to generating revenue. For example, they have repeatedly declined to staff nurses on blood drives as called for in the contract. Qualified medical staff needs to be available to assist blood donors who have reactions particular for high school and first time donors. Filing the grievances did have an impact. Stewards won all or part of about seventy percent (70%) of these grievances.

Discipline Next Most Common

The second largest reason for a grievance was a discipline the member believed was unjust. Eighteen percent (18%) or 115 of grievances contested a discipline. Sometimes employers complain every discipline they issue is grieved. In reality only a small portion of disciplines are contested. We can't say exactly how many disciplines are contested because Local 459 does not receive copies of all disciplines. Prior reviews showed it to be about twenty percent (20%). This type of grievance is successful about half the time. Stewards won all or part of over half of discipline grievances.

Arbitrations

While we typically win all or part of about two-thirds (2/3) of our grievances, our win rate drops if we are forced to take a grievance to arbitration. Arbitration involved both the Union and the employer hiring a neutral person to act as the arbitrator and issue a binding ruling to grant or deny the grievance similar to a judge in a court of law. Over the years we have averaged about a fifty (50%) win rate of grievances that go all the way to a decision by an arbitrator. In those cases, we tend to win more discipline grievances in arbitration.

A r b i t r a t i o n s

The Local 459 Executive Board approves grievances for arbitration. Many settle before making it to an arbitrator's decision. Each year Local 459 takes an average of seven (7) grievances all the way to a final decision by an arbitrator. All of these decisions are written about in this newsletter; the ones we win and the ones we lose. Recently Local 459 received one (1) decision concerning a termination.

Cathy Jo Ramsey is an RN in the 3 North unit at Ingham Regional Medical Center (IRMC). In May of 2008 she was fired for allegedly leaving that patient in the care of an unlicensed nursing student and for not giving a patient his home medications. 3 North is a medical surgical unit for shorter term patients. **Ramsey** has eighteen (18) years seniority at IRMC. She has worked in a number of different units and served on a variety of councils and committees. **Ramsey** filed a grievance arguing the termination was without just cause. The Local 459 Executive Board approved the grievance for arbitration and a hearing was held in front of arbitrator **Patrick McDonald**. He returned her to work.

McDonald threw out the allegation that **Ramsey** inappropriately left a patient with an unlicensed nursing student. At the end of **Ramsey's** shift she asked her supervisor for permission to leave twelve (12) minutes early. It was granted. Her only patient was fully dressed and waiting for his physician to discharge him. She told the supervisor the student nurse would remain to give report and see to the

patient's discharge. **Ramsey** completed a written Inter-shift Report and left it for the next shift. **McDonald** noted that IRMC introduced no evidence to show that **Ramsey** knew she was violating any guidelines concerning supervision of nursing students. He wrote, "the charge that the grievant left the patient in the care of an unlicensed nursing student has not been demonstrated by clear and convincing evidence..."

But **McDonald** did find some error on **Ramsey's** part in the administration of the medications. **McDonald** noted that the medication problems for this patient started before **Ramsey** even came to work that day. But **McDonald** concluded that **Ramsey** could have done a better job to attempt to accommodate the patient, and for that he found that there was some cause for discipline.

McDonald set aside the termination, returned her to work and gave her back pay to November 12, 2008. He declared the rest of the time she was off as an unpaid suspension. **Ramsey** is back to work and is estimated to be owed around \$27,000 in back pay.

Charities Rated "Union Friendly"

- American Red Cross Mid Michigan Chapter / Food Distribution Center*
- Capitol Area United Way
- Child & Family Services, Capital Area
- Community Mental Health Authority of Clinton-Eaton-Ingham Counties
- Hospice of Lansing / Ionia Area Hospice
- Ingham County
- Michigan Association of United Ways
- Sparrow Health System

Charities Rated "Not Union Friendly"

- American Red Cross Blood Services/ National American Red Cross*
- Big Brothers / Big Sisters Michigan Capital Region
- Gateway Community Services
- National Council on Alcoholism / Lansing Regional Area

*The American Red Cross is divided into Blood Services and Chapters. The Mid Michigan Chapter operates the disaster services and food bank. We recommend any Red Cross donations be sent directly to the Mid Michigan Chapter.

Recipient Rights "Paper Lie Detector"

Banned At CEI CMH

(Continued from Page 3)

This outcome is a good example as to why it's important for employees to elect to politicians who are interested in improving their work lives. There was nothing in the Union contract to grieve the administration using the paper lie detector test. The instrument did not violate any laws after the directions were changed. County Commissioners appointed individuals to the CEI CMH Board was sensitive to the concerns of working families and ultimately put an end to the paper lie detector test.

Grievances Settled

(Continued from Page 9)

A class action grievance was filed by **Chief Steward Kelly Wilcox** on behalf of all Union members in the ED demanding that the situation be remedied. **Wilcox** argued that awarding shifts to per diems before soliciting and awarding them to Union RNs was a violation. In addition it had a negative impact on morale of the staff by forcing Union RNs to bump per diems out of shifts they had "chosen".

The grievance was granted by Human Resources and the contract language is now being adhered to.

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American Red Cross Attack on Workers and Unions *(Continued from Front Page)*



Washington DC Rally

On May 29th demonstrations were held in Lansing, Washington DC, and several other cities. The rallies

coast to coast have formed a coalition. The coalition includes Locals from OPEIU, Teamsters, UFCW, CWA, AFSCME and SEIU. They will work together to increase our power and message throughout the country. All of these Unions have reached out for support from their International Unions, community leaders and political allies.

focused on the Red Cross' lack of respect for employees and donors. More than seventy five (75) people attended the Lansing rally. Over two hundred (200) demonstrated in Washington.

Future demonstrations are planned. It is expected that negotiations may drag on for months to come.



Washington DC Rally