



459 Update

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

Local 459 Service Representative **Cindy Jeffries** has taken a job as federal mediator in upstate New York.

Cindy hired into Local 459 in January of 1998 and quickly showed her leadership ability and knack for negotiating and was given a promotion to mid level representative in 2000. She was promoted again in 2004 to the position of Senior Service Representative.

Prior to working for Local 459, **Cindy** worked as a pharmacy tech at Ingham Regional Medical Center (IRMC). She served as a steward for her co workers and, when the Chief Steward went on a leave, she was asked to serve as temporary Chief Steward. **Cindy** did such a good job, that the other stewards approached the Local about making her the permanent Chief Steward.

Cindy also served on the Local 459 Executive Board; a role she held until she became a Service Representative.



As a Service Representative, **Cindy** worked with almost every Local 459 bargaining unit. She advocated

for hundreds of grievants and helped negotiate many contracts. **Cindy** spent much of her time working with the Local 459 members at IRMC and became a vital part of that organization.

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Red Cross Mismanagement

Turmoil continues throughout the United States at American Red Cross. Mismanagement by the National Red Cross has caused disruption, low morale and threats to the blood supply. This includes Food and Drug Administration (FDA) fines, employee strikes and National Labor Relations (NLRB) prosecution.



Lansing Strikers announce the NLRB prosecution of the Red Cross

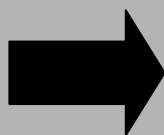
FDA Fines

On June 17th the FDA fined the American Red Cross \$16 million for being slipshod in the collection and manufacture of blood products. This is the latest in a series of penalties for failure to meet blood safety standards.

The penalties came after FDA inspections of a dozen Red Cross facilities across the nation in 2008 and 2009 identified multiple failures to investigate and correct sloppy processing of blood products and failure to maintain quality controls.

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Red Cross Mismanagement

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Employee Strikes

Local 459 has been in negotiations with the American Red Cross for more than a year and a half. While those negotiations were going on, the Red Cross unilaterally implemented cuts in pension, 401k, health care and retiree health care. The Red Cross has proposed cuts in a number of other employee benefits and that Red Cross Union member give up their right to bargain over health care and pension in the future. The Red Cross has also proposed to reduce or eliminate licensed staff and to downgrade the professionalism of the work force.

The same thing is happening around the country. Local 459 and OPEIU has been active in the formation of a coalition of Unions. The members of that coalition decided to conduct a three (3) day strike in June. In addition to Local 459, these

Unions struck the Red Cross: AFSCME 3145 Connecticut, CWA 1122 Buffalo, NY, IBT 580 Michigan, UFCW 75 Toledo, Ohio, USW 254 Southern Region, SEIU 1199 Greater Alleghenies and SEIU 721 Southern California Region. More than 1,000 employees stood up for blood safety and fair work practices.

The strike was the first time that Unions at the American Red Cross have worked together. The strike got the Red Cross' attention. The coalition continues to grow and work to get the American Red Cross to change its management style.

NLRB prosecution

The NLRB is charged with enforcing federal labor law. Scores of unfair labor practice charges have been filed against the American Red Cross. The NLRB has issued a number of complaints and is prosecuting the Red Cross in federal court.

At the Great Lakes Region where Local 459 represents members, the NLRB has charged the Red Cross with:

- Not supplying required information
- Unilaterally implementing a no fault attendance policy
- Unilaterally changing retirement benefits
- Implementing health insurance changes without bargaining
- Giving a steward verbal warning in retaliation
- Moving telemarketing without bargaining
- Not giving information about telemarketing move
- Overall bad faith bargaining

A trial is scheduled for September 27, 2010 on all of these charges.

Cindy Jeffries Leaving

(continued from cover)

In 2007 **Jeffries** was elected to the OPEIU International's Executive Board. In that position she helped set policy for the entire OPEIU membership.

Cindy's new job with the federal government is a highly coveted position. She will be working as a neutral party with labor and management representatives in New York and Vermont to help them resolve their conflicts. There are a limited number of federal mediators in the country and the job comes with the title of "Commissioner". Her new office is based in Albany New York. **Cindy** is married to **Dave Jeffries** who hopes to join her soon. She has one daughter, **Leslie**, and a granddaughter, **Peyton** who live in Florida.

Her departure from Local 459 creates a huge hole that the Local 459 staff and Executive Board will be struggling to fill. Good luck **Commissioner Jeffries**.



OPEIU Convention delegates protest in Washington DC

459 UPDATE

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From the President's Desk



President Obama Understands the Importance of Unions

President **Obama** met with the AFL-CIO Executive Council on his birthday to discuss the state of working men and women in America today. After he finished delivering his speech he was asked a question by AFL-CIO President **Richard Trumka** regarding President **Obama's** advice to workers who are trying to organize and also have a voice on the job. President **Obama's** response was exactly what every working person in America would like to hear from the President of the United States. The following is an excerpt from his answer.

“...it is my belief that companies are stronger when their workers are getting paid well and have decent benefits and are treated with dignity and respect. It is my profound belief that our government works best when it's not being run on behalf of special interests, but it's being run on behalf of the public interest, and that the dedication of public servants reflect that.

So FDR I think said – he was asked once what he thought about Unions. He said, “if I was a worker in a factory and I wanted to improve my life, I would join a union.” Well I tell you what. I think that's true for workers generally. I think if I was a coal miner, I'd want a Union representing me to make sure that I was safe and you did not have some

of the tragedies that we've been seeing in the coal industry

If I was a teacher, I'd want a Union to make sure that the teachers' perspective was represented as we think about shaping an education system for our future.

And that's why my administration has consistently implemented not just legislative strategies but also, where we have the power through executive orders, to make sure that those basic values are reflected.”

I couldn't have answered that question better myself and applaud the President for recognizing the role Unions play in the welfare of our country. Unions are needed in America more than most people realize.

Why are Unions needed? Because as long as power, greed and tyranny exist, there will always be a need to protect the many from just such a few. Labor unions bring dignity and respect to the workplace in a way that can not be achieved as a lone voice.

In a Florida warehouse where the temperatures reached over 100 degrees, the employer was asked for a water fountain. The employee's received an igloo container filled with warm water that neither cooled nor refreshed from the heat. Would you treat people in such a manner? This same employer bragged that he was having the work done in Malaysia and paying those workers \$5 a day. Is this respect?

In a Michigan Nursing Home where Nursing Assistants and Resident Care Aids care so much about their patients, yet their employer disrespects that care and dedication with excessive work loads, decreased staffing, less pay and decreased benefits. Should we condone such abusive treatment of health care workers and patients?

In a Midwest office building where a widow with a young son, another mother of eight children, dust and mop and clean, earning barely livable wages with no employer provided health insurance, paid holidays or other benefits. And when that employer is asked about a raise, these same hard working people are laughed at in their faces. Is this respect of the American worker? This same employer takes the position that if these workers don't like it, they can get out. But why should labor leave when it is management that is failing?

Yes we need Unions. As long as there are employers who fail to perceive or understand this extraordinary gift we call humanity. The President agrees, I agree and I am sure you agree too.

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 June 2010 to August 2010 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.

- Ingham County – Written Warning
- IRMC POST – Termination (2)
- St. Johns Oakland Hospital - Termination
- United Way of Genesee – Bridges to the Future Program

OTHER BUSINESS

The Executive Board approved a policy on reporting fraud as recommended by our auditors.

The Executive Board authorized spending \$5,000 of the \$20,000 given to the Local by the International for Red Cross media related services.

The Executive Board appointed **Pat Smith** to the IRMC Technical Chief Steward position after consulting with the Stewards.

The Executive Board appointed Stewards and Alternates at CEI CMH, Child & Family Services, Hospice of Lansing and St. Vincents where only one (1) member expressed an interest in the position.

The Executive Board approved the 2009 audit.

The Executive Board scheduled a trial board meeting on September 14, 2010 to hear charges against Red Cross members who crossed the picket line.

The Executive Board approved a three (3) year lease for office space.

The Executive Board appointed **Mike Holley** to the vacant IRMC Technical Member-At-Large position.

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 3421 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.

IRMC RN

“Go home, we’ll do the work”

RN Chief Steward **Kelly Wilcox** filed a class action grievance on behalf of the RNs in the Labor and Delivery Unit of IRMC. The grievance stated that three (3) RNs had been mandated to take a low census day off (LCDO) while management performed bargaining unit work.

The contract allows the Employer to send an employee home through an LCDO when there aren’t enough patients, but IRMC has to follow a certain procedure. **Wilcox** argued that management had violated the contract language that states the hospital shall not perform bargaining unit work if it causes a layoff, a reduction in hours, prevents the creation of new positions or for the purposes of avoiding overtime. **Wilcox** argued it created a reduction in hours because the RNs were sent home and lost hours.

It was determined that one (1) of the RNs LCDO’d should have been allowed to stay and work. The hospital granted the grievance by paying the most senior RN that was LCDO’d as if she had worked.

IRMC RN

“Go home, a less senior will do the work”

RN Chief Steward **Kelly Wilcox** filed another grievance regarding LCDO on behalf of **Steve Sands**, RN in the Recovery Department (PACU) of IRMC.

On March 19th, 22nd, 26th and 29th, **Sands** was mandated to take an LCDO in the middle of his shift while a less senior employee was allowed to stay and work.

Wilcox knew that the RN contract states that if the Employer mandates a LCDO, it must mandate the least senior employee working the shift. She demanded that **Sands** be paid for the hours he lost while the less senior employee worked.

The departmental management asserted that **Sands** had been asked to stay late on two (2) of the days and, therefore, they would agree to only pay him for hours lost on the other two (2) days.

Wilcox moved the grievance to the Human Resource level. She reiterated her argument and demand that he be paid for all hours lost for all four (4) days in question. **Sands** denied that management asked him to stay late on the two (2) days. Management was unable to produce any tangible evidence of the offer.

The grievance was granted by Human Resources and **Sands** was paid for all hours lost on all four (4) shifts.

IRMC POST

Bumping Up Practice Enforced

Randy Smith and **Monica Artis** work in the Food & Nutrition Department as a Cook and Dietary Aide II at IRMC. The contract requires that extra hours/overtime be awarded by signing up for it and by seniority. The contract also states that an employee who volunteers for extra hours or overtime shall not have their regular shift cancelled as a result of accepting the hours.

Two of **Smith** and **Artis**’s co-workers, both less senior, were scheduled to work a 4:00 pm–8:00 pm shift. There is an established practice called “bumping up” when there is an opening (i.e. a call in). This allows staff that are scheduled to move up in the schedule. The two (2) lower seniority co-workers kept their original shifts and “bumped up” to 6:30 am-3:00 pm shifts giving them overtime for that day.

Smith and **Artis** felt that by being more senior that if there was overtime that day, then they were entitled to it. They contacted Chief Steward **Wendy Yaney** who filed grievances for both of them. It was agreed during the grievance process that there had been some inconsistencies in the past and that clarity is needed but that the higher senior employees are entitled to the overtime. The grievance was resolved with both **Smith** and **Artis** receiving two (2) hours of overtime.

IRMC POST

Radiology Issues

A class action grievance was brought forth by a couple of the Radiology Assistants (RA) at IRMC because Radiology management was doing bargaining unit work and, extra hours/overtime was not being offered properly and consistently. The dates in question ranged from April 4th – April 25th. The contract prohibits management from doing bargaining unit work on an ongoing basis. Extra hours/overtime is to be allocated through a sign up sheet and utilizing seniority. Chief Steward **Wendy Yaney** filed the grievance and argued that management was not following the contract by doing too much bargaining unit work and also violating the contract by not following seniority and/or being inconsistent with the sign up sheet.

The grievance was resolved in part. Management would not acknowledge doing bargaining unit work on an ongoing basis,

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Grievances Settled

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however they did pay the two members involved, one a settlement of five hundred dollars (\$500.00) and the second member two and a half (2 1/2) hours of pay. The second grievant was the lesser senior.

CEI CMH Large Unit Disciplines Too Severe

Wanda Pierce and **Scott Turnbow** work as Community Support Technicians at the Clinton-Eaton-Ingham Community Mental Health (CEI CMH) Transitions North day program. Management issued a verbal warning to **Pierce** and a written warning to **Turnbow**. The disciplines alleged they left a group of consumers with insufficient staff at the day program when they took other consumers on an activity in the community. Chief Steward **Pam Marietta-Dickerson** filed grievances on behalf of both employees.

She argued, while they made a mistake, the punishment was too severe for the crime. **Pierce's** grievance contesting the verbal warning was granted by replacing the discipline to a non-disciplinary counseling memo that would not go into the employee's personnel file. **Turnbow's** grievance contesting the written warning was resolved by reducing the written warning to a verbal warning which management agreed not use to prevent him from applying for another position.

CEI CMH Large Unit Temporary Position Turned Into a Permanent Job

The CEI CMH Transitions North day program provides one-on-one staffing for twenty-five (25) hours per week in order to help three (3) particularly challenging consumers. Special part-time employees were rotated every four (4) to five (5) months into these assignments. Earlier this year chief steward **Pam Marietta-Dickerson** successfully argued to convert two (2) of these positions into regular part-time jobs with benefits. At the time management claimed they planned to phase out the third position.

Marietta-Dickerson kept an eye out to make sure the third position didn't continue. Six (6) months later, the one on one staffing showed no signs of ending. She argued this position should be made permanent with benefits as the others were. **Marietta-Dickerson** also reminded management of the contract language that stops management from using relief or special part-time employees instead of permanent staff in order to avoid paying benefits.

When faced with a potential grievance, Human Resources agreed to settle the matter. A part-time Community Support Technician position with benefits was posted and filled.

CEI CMH Large Unit Filling in for an Absent Employee? Your Seniority is Taken Away!

Susan Beckman-Ellenwood works as a relief Mental Health Therapist at Crisis Services at CEI CMH. Relief employees join the Union when they work at least 1,950 hours over a three (3) year period. She agreed to temporarily work in therapist position in another program while that employee was off on maternity leave. When **Beckman-Ellenwood** returned to her relief position, she was informed she lost her over 1,000 hours she had previously worked towards becoming part of Local 459. She would need to start all over as though she had just been hired. At Crisis Services shifts are offered to relief in order of hours previously worked. The loss of hours would have resulted in her having the last pick of shifts.

Local 459 argued not only should **Beckman-Ellenwood's** prior hours be restored, but she should receive credit for the hours she temporarily worked in the other program. The administration countered temporary positions are non-Union and, therefore, the hours would be lost. The Union explained the difference between temporary employees and temporary positions and pointed to contract language that stated relief employees receive credit for any hours worked in a bargaining unit classification.

When faced with a potential grievance, Human Resources agreed to settle the matter by giving **Beckman-Ellenwood** credit for all hours she worked. With the additional hours, she was able to move up a step on the pay scale. This decision also gave other relief staff who did temporary work credit for those hours.

CEI CMH Residential Unit Improper Filling of New Positions

The CEI CMH Residential Union contract outlines how vacant Resident Technician positions are supposed to be offered to bargaining unit employees. An open position should first be offered to the staff in the group home prior to posting it. When two (2) new positions were created for the Adult Mental Health Services (AMHS) MAC group home and the Supported Independence Program (SIP), management posted the jobs outside the homes. **Tara Montgomery** works at the MAC group home and notified Local 459 the position was not first offered to staff in her home. The Union pursued the matter on her behalf.

Management claimed offering open positions to employees in the group home did not apply to new jobs that had never been filled. Local 459 pointed out the contract language did not make this distinction. Therefore, the Union contended manage-

Grievances Settled

ment should offer the positions first to staff in the group home.

HR resolved the issue without a formal grievance needing to be filed. The positions were offered at the respective group homes. **Montgomery** was awarded the job she sought.

CEI CMH Residential Unit Staff Meeting Past Practice Upheld

For many years CEI CMH AMHS Resident Technicians have been given the option to make up their lost hours when a staff meeting was canceled due to a holiday. It looked like this was going to change when the Coordinator announced employees would no longer be able to make up their hours. She attributed the change to an earlier grievance being filed. She also planned to move the Arch Rd. and MAC Homes' staff meetings also because of a grievance being filed on this issue. The change in schedules led to some staff losing hours. Local 459 filed a grievance arguing management violated a long standing past practice and the decision to move the staff meetings was retaliation for filing a prior grievance.

Management denied a past practice existed and used a group home where staff never made up their hours as an example. Chief Steward **Jean Merrill** carefully defined the past practice as staff having the choice of making up hours – not that they had to do it each time a staff meeting was canceled. She provided copies of time cards signed by the Coordinator as evidence the practice existed and management was aware of it. Local 459 also argued retaliating against employees for filing a grievance violated staff's rights to take action under their Union contract.

The grievance was settled by adjusting schedules to avoid employees losing hours as a result of the new staff meeting times, staff being allowed to make up hours lost due to staff meetings being canceled because of holidays and HR taking administrative action to prevent the Coordinator from engaging in similar retaliation in the future.

Hope Network Med Charting Error Leads to Discipline Error

Ruth Hunter is a Residential Instructor at the Hillcrest and Ridgeway Programs for Hope. On April 4th, she was responsible for setting up, passing and documenting medications for the consumers. A consumer missed a dose of medication. **Hunter** had documented that all medications were given. **Hunter** stated that it was possible that she did not pass the medication but she felt that it was "highly unlikely". She was disciplined and received a less than serious (LTS) discipline for reckless documentation. **Hunter** contacted Chief

Steward **Judy Miller** who filed a grievance on her behalf.

Miller pointed to the Union contract language that calls for a separate disciplinary track for medication errors. Employees must receive training tutorial memos for the first three (3) to six (6) incidents of med errors and **Hunter** had not reached that level yet. The LTS was removed and reduced to a training tutorial memo.

Hope Network Breach of Confidentiality By Management

Rebecca Nesbitt is a Residential Instructor at the Ridgeway Program for Hope. She also works for another Employer. **Nesbitt** received a voicemail at her other job from her manager inquiring about an incident involving a Hope Network consumer. **Nesbitt** was concerned about the potential breach of confidentiality for both her and the consumer as well as the potential for someone else at her other job to misconstrue the information. **Nesbitt** contacted Chief Steward **Judy Miller** who filed a grievance on her behalf.

The grievance was resolved by **Nesbitt** receiving and accepting an apology. HR thanked her for bringing the matter to their attention. This resulted in HR notifying all managers to be mindful in the future about making such calls.

SJOH Moving Charts is Not Gross Negligence

Adela West is a Food server in the Food and Nutrition department at St. Johns Macomb-Oakland Hospital Oakland Center (SJOH). On February 3rd, she delivered trays to the Emergency department. **West** discovered she had no place to set the trays. So she moved several patient files over to make room for the food trays on the nursing counter. Management issued **West** a Step 3 discipline for gross negligence in the performance of duty for handling patient charts and not responding to Emergency department staff as she was leaving. **West** contact Chief Steward **Louversa Fair** who filed a grievance on her behalf.

Fair asserted that **West** was merely delivering the patients' food and not accessing any patient information. Her arguments prevailed at the 3rd step of the grievance procedure. The grievance was resolved by reducing to a verbal warning.

SJOH Discipline Reduced

Kyla Morris is a Nurse Assistant at SJOH on 5 Tower. On January 6th, she was working with a patient who needed to be fed. **Morris** fed the patient some of her food until the patient

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Grievances Settled

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did not want anymore. She then pushed the tray stand away and left the room to tend to another patient.

The patient went into respiratory distress. **Morris** stated the patient was not displaying any signs of breathing difficulties when she left the room. Management concluded that **Morris** was “grossly negligent” and gave her a discipline.

Morris filed a grievance with Chief Steward **Louversa Fair**. She contended the punishment was too severe for the crime. The grievance was resolved by reducing the discipline by one step.



NEM CMH Paraprofessionals Day Off Given and Then Taken Away

Connie Beegle is a Residential Training Worker (RTW) for NEMCMH at the Princeton Home. **Beegle** put in for three (3) consecutive days off. The contract calls for the master schedule to be posted four (4) weeks in advance. It was not posted timely; however, **Beegle** did get her time approved. Then the manager redid the master schedule and took away the middle day of her three (3) days. The contract states the employer agrees not to cancel any prior vacation without the employees consent.

Beegle contacted Chief Steward **Janet Wood** who filed a grievance on her behalf. The grievance was granted and **Beegle's** day off was returned to her.

Big CLEARANCE Sale!!!!

We still have polo shirts, jackets, t-shirts and hats for sale.

Call the Local office for sizes and availability.