

"The boss doesn't listen when one guy squawks, but s/he's gotta listen when

# THE UNION TALKS

## **EVS EMPLOYEES' SUCCESS MAY SIGNAL IMPROVEMENT IN UNION/MGH RELATIONS**

May 2003  
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This is an MHS employee-produced monthly newsletter. It will report union activities and issues from facilities represented by SEIU Local 250.

Letters and suggestions are welcome-  
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Ask Josie

An online copy of this newsletter as well as information and photographs of Sacramento union events can be seen at  
<http://dillingertoons.net>



Local 250 EVS employees pose with CHW/MGH management after successful mediation of EVS Department job restructuring dispute. Held in their hands is the mediation resolution.

**M**ediation on April 29th successfully resolved a longstanding dispute between Local 250 employees in the Environmental Services Department and management over a proposed restructuring of jobs.

**A**fter six months of bargaining that included

eleven official meetings with management, a hospital-wide informational picket, petitions, and the distribution of innumerable leaflets, the resolution addressed understaffing in EVS and provided specific guidelines for agreed-upon changes. (For details on the settlement agreement, see page 5.)

**M**ost significant of all is this first-ever-at-MGH bargaining agreement between all the employees of a department and management over large-scale changes in how work is to be done.

(story continued on page 5)

**An injury**



CHRIS KURPIES, CHIEF SHOP STEWARD, METHODIST

## THE LUXURY OF NO "MANAGEMENT RIGHTS" CLAUSE IN THE CONTRACT...

The question I'm being asked most this month besides "How much is my raise?" is "what do you know about layoffs?" Rumours are flying but CHW is not spelling out their plan. (See story on CHW 's proposed layoffs, page 6.)

Another subject that has come up is "management rights," or CHW's lack thereof. What a management rights clause in a contract does is allow management to make changes for "operational needs" without bargaining. Our contract does not have a management rights clause and therefore CHW does not have this luxury.

As I make my way around the hospital, I see things that show me they haven't figured this out yet. For example, I've

seen schedules with "subject to change" at the top. Are they for real? Any change to a schedule after it is posted is a contract violation. Because there isn't a management rights clause, employees can't be forced to work shifts that weren't on the schedule when it was posted.

Another violation would be someone in Patient Reg working outside the bargaining unit in PBX. Other examples of things management can't change without bargaining are new hours or shifts, bonus procedures, clean-up rules, incentive plans, workloads, and work rules. Managers are trying to get away with violating the contract and it is up to us to stop them.

If your manager is making changes in your

department, let a shop steward know.

Management loves to talk about values like dignity and collaboration. I have wondered if those values only apply to the workers, because when management refuses to honor our contract--- where is the dignity in that? I guess violating our contract is their form of collaboration.

If your manager is forcing you to do something you know to be a violation of our contract, you have to go ahead and do it so they don't get you for insubordination. Then, go talk to a shop steward to see if a grievance should be filed.

--Chris Kurpies, METH.

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"Employees have on-going issues and we all need to pull together to make our Union strong. No more just complaining about things-it's time to stand up and help out!"

**"It isn't the rebels who cause the troubles of the world, it's the troubles that cause the rebels."**  
--Carl Oglesby

## A CALL FOR MORE SHOP STEWARDS

This message is a solicitation for shop stewards. We are in dire need of shop stewards at all the hospitals! Employees have on-going issues and we all need to pull together to make our Union strong. No more just complaining about things---it's time to stand up and help out!

CHW has laid out a plan to reduce labor costs by \$60 million (estimated at 1000 FTE's state-wide) by July 1, 2003. This despite their claim (quoted in the Sacramento Business Journal of March 14) of being in the black, with massive expansion plans.

With this development, the need for shop stewards has never been more important. If people don't stand up and take control of their future, I'm sure CHW will!

---Chris Kurpies, METH

## PLANNING FOR THE 2004 UNION CONTRACT

One message I've saved on my home answering machine is Bill Watson calling one year ago at 0530 hours to say "We've got our contract!" It was an ecstatic moment. Now, a year later, thanks to the contract, we are receiving a second year of wage increases, free dependent health-care, and have the right to bargain workplace issues.

Is that as good as it gets? No. In April, we began the process of bargaining our next contract by filling out Union surveys about what our agenda should be in 2004. If you haven't filled out one of these surveys, contact your shop steward or field rep and let your views be known! And when you're choosing your bargaining priorities, keep in mind the following true stories from MHS employees who have experienced the shortcomings of our current benefits package. You may not need these benefits now, but you will!

Lloyd Colbert worked in Imaging Services, MGH for many years before retiring last year and moving to Missouri. In a letter to friends in the department, he writes:

**I had a big disappointment with my medical/dental insurance. Under the COBRA program, my insurance was costing less than \$250/month, which was acceptable. Then I received information from CHW for the annual open enrollment --my monthly payment went to \$500/month! I chose to let the coverage lapse. I'm basically healthy, but I plan to obtain major medical coverage from another source or go back to work part-time to get coverage. Poor state of affairs when a person retires and is then forced to return to work because of health insurance coverage!"**  
--Lloyd Colbert, formerly MGH



A scene from an April 2002 bargaining session at the Holiday Inn. This is how we got the contract we have. Be part of getting the next one!

Alice Krigas (Imaging Services) speaks from experience on our Delta Dental plan:

Would you sign up for a medical insurance plan that paid only fifty percent of major medical costs, such as surgery? I doubt it.

Yet Delta Dental pays only 50% of the most expensive procedures such as bridges and crowns. Mercy employees, especially single employees, who cannot use a secondary insurance, pay hundreds, even thousands of dollars out of pocket for these necessary dental procedures.

Let's be honest. Once a person reaches maturity, it is common to need more dental care than just a six month cleaning or occasional filling. Employees who are older, like myself, over 35, did not have good childhood dental care. There was no fluoride or six month's check-up in the 1950's. As a result, older workers have need of crowns and bridges, and Delta does not want to pay for these. Yet, if we do not have the bridges we will lose our teeth.

I would like to see the next contract address this poor dental coverage and offer the choice of a better dental plan. Younger workers or married employees might not be interested, but as a person who works in a department with all single employees, I can tell you that many of us have spent years paying to keep our teeth, (it took me two years to pay the \$1,900 out-of-pocket for my fixed bridge), and we would be willing to pay a portion of the insurance cost for better coverage. We know Delta has better plans, just give us the option to have MAJOR DENTAL covered!"

--Alice Krigas (MGH).



Lorenza Clausen, Rad tech  
Patient Care Committee

## MRI Techs Resolve Job Match

Along with the other disputed job matches in the service unit, MRI Techs in the technical unit at CHW also had to wait for arbitration to resolve their job classification dispute. Unlike the service positions, which were finally resolved by an arbitrators' ruling in March, the MRI Techs and CHW resolved their dispute without filing the final briefs to the arbitrator for a decision.

At issue was matching employees performing MRI to the Kaiser equivalent, as was done for all of the other job classifications in the bargaining unit. Kaiser's contract places MRI techs in an MRI Tech classification. We were asking for the same consideration.

Fortunately, we were able to mutually agree on a set of guidelines for the job

classification. MRI Techs currently working for CHW will be reclassified to the MRI Tech II position according to the Kaiser contract. We are currently under the January 2002 B2 wage scale. That will change to the October 2002 B2 wage scale on May 1, 2003. Wages will actually go into affect on the first full pay period following that date.

We also agreed to obtain ARRT advanced certification in MRI as a requirement for the position. Those technologists currently not registered as ARRT(MR) will be given until the end of 2003 to obtain that certification. Anyone still not registered after that time period or hired without certification will be placed in the appropriate Rad Tech classification until completion of that requirement. We agreed that this would benefit our

patients, as well as, the employees performing the skill. As it is, advanced certification is becoming more and more the industry norm and can only boost the quality of services we provide.

As the agreement resolves an outstanding job match, employees will also receive retroactive pay for the period of time since ratification of the contract. With this job classification, all of the outstanding disputes left up in the air at the bargaining table last year, are now settled. We can now look toward preparing for the new contract due in 2004 and continue to improve our working relationship with CHW and the healthcare given to our patients.

Lorenza Clausen  
MRI Tech, Mercy General

"Fortunately, we were able to mutually agree on a set of guidelines for the job classification. MRI Techs currently working for CHW will be reclassified to the MRI Tech II position according to the Kaiser contract. "

### Letters to the Editor:

I am writing about the way job positions are covered when an employee goes on medical or other extended leave. One of my co-workers is on a six-month leave, and no temporary employee has been hired to replace her. We're fine with her being on leave, but work piles up when we have to do her work and ours, too. I feel that to relieve the stress of understaffing, a temporary position should be posted to fill in for employees on extended leave.

--Sharon Vargas, Mercy Family Health (METHODIST)

### THE CONTRACT REPLIES:

The hiring of temporary employees is allowed under the contract. The posted position is limited to 90 days, at which time the temp may apply for a regular position, or the Employer and the temporary employee may mutually agree to extend the temporary position. A problem, as you state, occurs when the Employer shifts work to remaining employees instead of hiring a temp when someone goes on extended leave. Filing a grievance over missed lunches, breaks, or other changes (such as working out of job classification) is a good way to convince your employer to hire a temp in these circumstances. See your shop steward for how to proceed with this useful and persuasive measure.

## EVS VICTORY continued from page 1

One of the major issues in the EVS department centered on how many EVS employees it takes to keep the hospital clean. Both sides agreed that the hospital has not been as clean as it should be, but disagreed on the solution.

Management had proposed a restructuring in how work is done that they hoped would result in greater efficiencies, fewer employees, and reduced budget costs. EVS employees used their experience to document that the required amount of work could not be done effectively with a reduced workforce. In addition to high stress levels, understaffing in the last six months has resulted in injury to at least ten EVS employees.

In our current Union era, employees have the right to offer their own proposals in response to management plans about changes in work. In this instance, EVS employees assessed the work assignments in their department and proposed alternatives to management's proposals that they thought were more realistic. The mediator heard both sides of the story and elicited a settlement agreement that included the following points:

- 1) Number of regular work assignments for day shift set at 24 (Union proposed 24.5, MHS proposed 22). The .5 assignment proposed by the Union is added to a part-time graveyard shift, making it full-time.
- 2) A 90 day implementation period for training and orientation. Evaluation of the system with a designated fact-finder from both the Union and Management to resolve differences in how much time tasks take.
- 3) Union maintains prerogative to bargain over any changes in working conditions during implementation.

Getting to a successful mediation required the efforts of Union members at all MHS hospitals. Here Union members participate in an informational picket in front of MGH on April 9th. The picket let everyone know that Union members will fight for the contract.



Shop Steward Debra Patton signing the mediation agreement while other participants wait their turn for the pen. Mediator Kathleen Kelly (back, right) observes the result of her work.

It's hoped that the EVS settlement agreement will mark a new era in labor/management relations at Mercy General. Employees have good ideas to offer about how work is done and we work better when we're part of the decision-making process.

Given CHW's plans for "productivity standards" and layoffs, we will all need to work together to formulate and promote alternative proposals. The EVS department has shown that it can be done!

--Ellen Dillinger, MGH



## UNION CHALLENGES CHW LAYOFF PROPOSAL

On April 25, SEIU Local 250 shop stewards from Northern California met in Sacramento to discuss CHW's proposal to cut approximately \$60 million in labor costs by July 1, 2003 at CHW facilities throughout the state. What this means can be described alternatively as "implementing productivity standards" (CHW's interpretation), or "losing about 1000 health-care workers' jobs in California" (Union analysis).

Given that most CHW hospitals could use more employees, not less, the news of this proposed cut elicited shock and anger among the Union stewards. The information that CHW's bond rating might rocket from "triple B" to something higher as a result of the proposed cuts did not

assuage the stewards' concerns about dropping standards in hospital cleanliness, failure to meet state-mandated staffing ratios, and other incidentals of the healthcare business.

Back at work the next day, my coworkers and I discussed CHW's proposal. We marveled that under CHW's current value system, it made sense to them to eliminate 1000 people in order to improve a bond rating. One person explained that improving its bond rating would enable CHW to get better interest rates when issuing bonds to finance new building projects. The bond rating, like a credit rating, assesses how likely it is that the bond issuer will repay, and is affected by corporate

assets and various elements, such as labor unrest, that could affect financial performance.

Fortunately, our Union contract and the National Labor Relations Board Act give us the right to bargain these changes. To do so, we have requested financial reports and other pertinent information from CHW, including evidence of CHW's efforts to avoid layoffs, as required by the contract.

In the meantime, if changes are proposed in your department, alert your shop steward and Union field rep so that any changes can be bargained and NOT imposed.

--Ellen Dillinger, MGH

### SHOP STEWARD TRAINING, PART I

All shop stewards who have not completed part one training, please contact field representative Josie Summers at (916) 275-6342. All shop stewards are required to complete part one and part two training within six months after becoming a shop steward.

DATE: May 3, 2003  
TIME: 09:00am-14:30  
LOCATION: 1911 F Street

### MGH GENERAL MEMBERSHIP MEETING

Are you at all interested in the May 2004 wage increase? A General Membership meeting is scheduled for Mercy General Hospital this month. Attend the meeting to receive a copy of the contract and find out what your wages will be, as well as ask any other questions you may have.

LOCATION: Greenhouse "A"  
TIME: 07:00 a.m - 09:00a.m. 03:30 p.m. - 06:30 p.m.  
DATE: May 8, 2003

### POLITICAL EVENTS

We will have a big RALLY and Lobby Day on May 28th and July 8th. For more information please call Sharon Martinez (806-1018) or Don Stone (275-4526), our new Political Organizer, in our effort to make this the biggest lobby day yet.

PAC meeting on May 8th at 6:00 Local 250 Union Hall, 1911 F Street, Sacramento.  
Living Wage Rally on 5/13, Location to be announced.



## ASK JOSIE:

### Questions and answers to live by.....

1. Who gave federal worker's unions the right to bargain collectively with government agencies?

- a) President Harry S. Truman   b) President John F. Kennedy  
c) President Jimmy Carter   d) President Lyndon B. Johnson

Answer: b) President John F. Kennedy

2. When a worker does not pay dues as required, Local 250 may request payment of up to \_\_\_\_\_ of back dues?   a) 3 months   b) 6 months   c) 1 year   d) 2 year

Answer: c) one year

3. When was the first Labor Day Parade held?   a) 1855   b) 1882   c) 1912   d) 1926   e) 1965

Answer: b) New York City in 1882.

4. "No employee shall suffer any reduction in wages, benefits, or other terms of employment, economic or otherwise, as a result of coverage under this agreement." What contract section is this between CHW Sacramento/SEIU Local 250?

- a) Article 4, Job Security   b) Article 3, Standards Preserved   c) Article 14, Reduction In Force   d) Article 7, Union Membership

Answer: b. Article3, Standards Preserved

5. Who was the first person to be enrolled in the medicare program?

- a) Retired school teacher Betty Lewis   b) Retired Banker Joe Rothenberg   c) Retired Salesman Brian Foster  
d) President Harry Truman

Answer: d) President Johnson presented former President Harry Truman his Medicare card to recognize the role that Truman played in placing the Medicare idea on the national agenda. Medicare's enactment in 1965 followed several decades of debate that began in 1952 when President Truman asked Congress to enact a program to insure elderly Americans against the cost of medical care.

6. Employees' eligibility for a step increase (wage increase) is based on ?

- a) Performance Evaluation   b) Favoritism   c) Human Resources discretion   d) None of the above.

Answer: d) The contract between CHW Sacramento/SEIU Local 250 guaranteed members the right to a wage increase regardless of job performance, and is not based on favoritism from management or the discretion of Human Resources.

7. WHAT IS THE "UNION BUG"?   a) Work slow down   b) Shop Steward   c) small logo   d) employee that refuses to cross the picket line.

Answer: c) A small logo placed at the bottom of union and political literature, business cards, etc., to show that it was done by a union-represented print shop

## WE NEED MORE SHOP STEWARDS!

### CHIEF SHOP STEWARDS

MGH: TBA  
 Home:  
 Work:  
 METH: Chris Kurpies  
 Work: 423-6176  
 Bruceville Terrace:  
 Christine Thomas  
 684-9265  
 MSJH: Sherri Macias  
 Home: 971-0654  
 Work: 537-5037  
 Woodland Clinic:  
 Lydia Bone  
 (On union leave.  
 Refer to union  
 bulletin board for  
 stewards' phone  
 numbers.)

### SEIU Local 250 Field Representatives:

Josie Summers: 275-6342  
 (MGH, METH, BVTERR)  
 Edna Hollins 321-2322  
 (MSJH, FOL, WOOD)



Bargaining workplace changes doesn't occur without a lot of effort by affected employees and Union staff. Here Laura, Morgan, Ed, Ron, Shop Steward Debra Patton, and Yolanda meet in the MGH cafeteria before the April 29th mediation session to discuss strategy. Very present but not pictured are EVS Shop steward Glenn Patterson and Union field rep Josie Summers.

### STEWARDS MEETINGS

Methodist/Bruceville meets 3rd Wed. 1530-1630 hours.  
 Location: Methodist Hospital

Mercy General meets 2nd Wed. at 1630 - 1730 hours.  
 Location: MGH Green-house

Mercy San Juan meets 3rd Thursday, 1800-1900 hours  
 Location: MSJH Conference Room.

Woodland Clinic and Hospital meets 1st thursday, 1730-1830 hours.  
 Location: DCR 3 and 4

Mercy Folsom meets 2nd Tues. 1330 - 1530 hours  
 Location: MHF Conference Room

## THANK YOU, MGH EVS DEPARTMENT!!!!!!

The MGH EVS Department has done all of us in the Union at MHS a big favor. When restructuring plans for their department were announced, they could have bitterly accepted the changes or quit, but instead they got together with Josie, our Union field rep, and worked out an alternative to the proposed change.

Then, and equally impressively, they continued to fight for their right to bargain the changes for six months until a settlement agreement was finally reached.

Despite working various understaffed shifts, they attended countless meet-

ings, signed petitions, picketed, leafletted and often went without sleep in order to succeed at the bargaining table.

An added benefit from the EVS effort has been the emergence of shop steward Debra Patton, who with the assistance of her husband, Ron, relentlessly insisted on EVS employees' right to bargain workplace changes.

We can all learn from these guys!

--Ellen Dillinger, MGH