

Issue # 39

April 2008



SEIU LOCAL 722

BOTTOMLINE



PRESIDENT'S REPORT

Right to Union Representation

Every once in a while, we need to remind you about your right to Union Representation during certain meetings with your supervisors. Many of our members have been called into meetings with their supervisors or the Human Resources Department to discuss issues that have happened on duty and could lead to disciplines, and have not requested Union Representation. In all of our contracts and truly through law, you have a right to Union Representation during any meeting with the employer in which the employer asks you questions that may lead to you being disciplined. This is called your Weingarten Right. To exercise this right you must request Union Representation. The Employer has no responsibility to tell you or remind you of this right.

Once invoking this right, the employer has to give you a reasonable amount of time to obtain representation. And, once obtaining representa-

tion, a reasonable time to inform your representative of the issue at hand. What is a reasonable amount of time is open to debate, but anywhere between fifteen minutes to an hour is the norm. Sometimes the representative that you would like to use may not be available. The Employer does not have to give you the time to get the representative that you want, if that representative can not be reasonably obtained. Also, the employer can not chose your representative.

If you are not allowed a representative after requesting one, you have the right not to answer any question that you believe may lead to you being disciplined. You also should not refuse to attend the meeting. Refusing to attend the meeting could be considered insubordination. Sometimes what appears to be an investigatory meeting, that could lead to a disciplinary action is not. Also, if it started out to be an investigatory meeting that could lead to a disciplinary action, some supervisors are cunning enough to change the subject matter if you refuse

to attend the meeting. It will go from an investigatory meeting to I just wanted to talk to him/her about the schedule or the work load.

A little advice, whenever called into a meeting you should ask what the meeting is about, and could the meeting lead to you being disciplined. If you do not receive an answer or the answer is yes, then request a Union Representative. Also, if you are ever called into a meeting in the Human Resources Department (Employee/Labor Relations), you should request a Union Representative. If you go in without representation you do not have a witness as to what you did or didn't say at the meetings. For those of you who have experienced these types of meetings have

2008 MEMBERSHIP MEETING
2:00 PM UNTIL 5:00 PM

February 16
March 15
April 19
May 17
June 21
July 19

August 16
September 20
October 18
November 15
December 20

Meetings rotate monthly and are held in the auditorium of Children's National Medical Center & Washington Hospital Center

BY DANIEL FIELDS, JR.



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2008 SEIU LOCAL722 BLACK HISTORY QUIZ

1. It was I that first proposed “Women’s Day” celebrations. I did it in September 1907 in churches in Memphis, Tennessee. When I first presented my resolution I was dubbed as “upstart” and the day was criticized as only tokenism for women. Who am I?
2. The law stated that persons held “by reason of African descent are hereby discharged and freed from all claim to such service or labor” and “neither slavery nor involuntary servitude... shall hereafter exist in said district.” This was the abolishment of slavery. When did this take place?
3. When were black males granted the right to vote in the District of Columbia and who granted them that right?
4. I refused to give up my seat on an interstate bus vehicle to a white person in Gloucester, Virginia. I was jailed and fined \$100 for resisting arrest. This occurred nearly a decade before Rosa Parks gained recognition for similar actions. Who am I?
5. Who announced and on what date was it announced that black women who were married would be identified by the title “Mrs.” in front of their names; which is the same format traditionally used for white women?
6. I am an educator, interpreter, and promoter of black culture. I was also the first black Rhodes Scholar. Who am I?
7. I became the youngest and first black chief academic officer at Stanford University. I served as senior director of Soviet and East European Affairs on the National Security Council. I was a music major at the University of Denver. I served as special assistant to the director of the Joint Chiefs of Staff. Some call me “the new breed of young black conservatives.” Who am I ?
8. I was the first black chairman of the University System of Maryland Board of Regents, which makes up the thirteen colleges and universities known as the University of Maryland. Who am I?
9. I became the first know black to graduate from an American college, when I received my bachelor’s degree. In what year did I do this and from what college?
10. We became the first black college to receive a single gift of \$37 million, the largest gift ever made to a historically black college. Who are we and where did the funds come from?
11. I was the first black woman lawyer in the United States, and the third woman admitted to law practice in this country. Being a graduate of Howard law School, I was automatically admitted to practice in the lower courts of the District of Columbia. Who am I?
12. In 1978 we were named the first black astronauts by NASA. Who are we?
13. Students really do have a voice, because in 1961 some students refused to pay fines and requested _____ instead. This started what was known as the _____ movement.
14. We opened our doors in 1867 as the Augusta Institute. We have a proud new name today. Who are we?
15. I was the first black to win a medal in the winter Olympics. Who am I and in what year did I do this?
16. In what year was elections open to all races in South Africa?
17. In 1925 we were organized as a trailblazing black labor union by A. Phillip Randolph. Who are we?
18. Workers going out on strike has been happening for many years. In 1893 in the state of Texas, we went out on strike for better wages and working conditions. Who are we?
19. I became the first black NFL coach to win a superbowl. Who am I?
20. We gave the black power salute after medaling in the 200 meter event at the Mexico City Olympics. Who are we?

ANSWERS

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Nannie Helen Burroughs 2. April 16, 1862 3. President Andrew Johnson Jan 5, 1867 4. Irene Morgan 5. Publishers of the Atlanta Telephone Directory Dec, 22 1941 6. Alain Locke 7. Condeleezza Rice 8. Nathan A. Chapman Jr. 9. Alexander Lucius Twilight 1823 Middlebury College in Vermont 10. Spelman College – Reader’s Digest/ Dwight Wallace 11. Charlotte E. Ray 1872 12. Guion Bluford, Ron McNair, Fredrick Gregory 13. Jail Sentences, Jail Movement | <ol style="list-style-type: none"> 14. Morehouse College 15. Debbie Thomas 1988 16. 1994 17. The Brotherhood of Sleeping Car Porters 18. Black Longshoremen 19. Tony Dungy, 20. John Carlos & Tommie Smith |
|---|---|

WINNERS

1st Place	Carolyn Williams CNMC	18/20
2nd Place	Dell Dicks CNMC	11/20

Leave Rules May Tighten

The 127-page document issued Feb. 11 is probably the last chance the Bush administration will have to fine-tune rules for the law, which allows millions of workers to take as much as 12 weeks of unpaid leave over a year. Companies have been pushing for years to narrow the reach of the law, while Democrats, who control Congress and hope to take back the [White House](#), want it expanded.

One major change would allow employers to contact health-care providers who authorize the leave, access they don't have now. Another would require workers to provide more frequent documentation of chronic conditions.

An estimated 7 million employees used the leave policy in 2005 to take care of a baby, a family member or a serious personal illness. The proposed changes would cost about \$26 million the first year, the government said, as companies spend more to notify employees of their rights and workers pay for more trips to the doctor to prove they are eligible.

These are regulations that will make it harder to take advantage of the law," said *Debra Ness*, president of the National Partnership for Women & Families, an advocacy group in Washington. "You will end up having more people

not protected by the law." Many workers said the law saved them from financial ruin because their job and health insurance were protected while they were on leave.

There is some urgency to complete the rulemaking because it contains a new provision for military families that would allow 26 weeks of leave for the care of a service member with a serious illness or injury.

Democratic presidential contenders *Sens. Hillary Clinton* of [New York](#) and *Barack Obama* of [Illinois](#) both support expanding the family leave program.

Union-Backed GOP Group Intervenes for Maryland's Gilchrest

The name of the political action group Republicans Who Care doesn't immediately distinguish it from the many other organizations that conduct independent expenditure campaigns in support or opposition to political candidates.

But Republicans Who Care has a special distinction. It has received substantial funding from the political committee of a major national labor organization, the Service Employees International Union, long a major player in Democratic Party politics. And that money was earmarked for an ad campaign aimed at helping nine-term Republican Rep. Wayne T. Gilchrest, a GOP moderate, weather a strong challenge from the right in his contest for the Feb. 12 primary in Maryland's 1st Congressional District.

Republicans Who Care, which generally supports moderate Republican candidates, received \$200,000 from the Service Employees International

Union's Political Education and Action Fund, and used \$180,000 of it on a television ad buy in Baltimore, which reaches pockets of 1st District voters on the western side of the Chesapeake Bay, and in Salisbury on Maryland's Eastern Shore, which makes up most of the district's territory. The ads will run until primary day.

Kirk Walder, the spokesman for Republicans who Care, said, "It's no secret" that the centrist Gilchrest "is an SEIU Republican." Stephanie Mueller, a spokeswoman for SEIU, said Gilchrest stands up for workers on key issues, including his recent votes for motions to override President Bush's vetoes of legislation aimed at expanding the major federal children's health insurance program, as well as his votes to increase the minimum wage, reauthorize the Head Start program pre-school program for disadvantaged children and provide student loan

relief.

Mueller noted that the SEIU has given money to and/or endorsed other moderate Republicans and even some who might be seen as somewhat conservative, such as *Sens. Charles E. Grassley* of Iowa and *Arlen Specter* of Pennsylvania and *Reps. Howard P. "Buck" McKeon* of California and *Steven C. LaTourette* of Ohio. She stated that of the 1.9 million union members, more than 300,000 (16 percent) of them are registered Republicans.

DID YOU KNOW ??

Some of you take many of your benefits for granted. You just can't believe that the union has to negotiate for all of your benefits. Let's take a look at your holidays. Many of you think that because there are national holiday's that they are automatically paid holiday's for you. But you are wrong. They are paid holiday if the union is successful at negotiating them for you. Just ask the non-union employees at Washington hospital Center. They just received notice that Veteran's Day and Martin Luther King's birthday are no longer paid holiday's for them. Both days are still considered National Federal Holiday's. So let's take a look at the contract and see what SEIU Local 722 members has negotiated for themselves.

WHC

ARTICLE VIII SENIORITY AND LAYOFFS

Seniority Definition: Hospital seniority is defined as length of continuous, uninterrupted service by the employee with the Hospital and/or its predecessors. An employee's Hospital seniority shall commence after the completion of his probationary period and shall be retroactive to his most recent date of hire. Hospital seniority shall control all issues under this Agreement, except Articles 8.2(a), 8.2(b), and 8.5.

Bargaining unit seniority is defined as length of continuous, uninterrupted service by the employee with the Hospital and/or its predecessors, exclusive of any periods spent in non-bargaining unit positions. Bargaining unit seniority shall control for purposes of Articles 8.2(a), 8.2(b), and 8.5.

(a) **Layoffs, Reductions in Force and Recalls:** In any case of layoff or other reduction in force, total bargaining unit seniority shall be applied within job classification on a cumulative basis even if any portion of such seniority was earned in previously held bargaining unit job classifications.

In the event of layoff, reduction in force, or abolishment of an incumbent employee's position, the Hospital shall give written notification to the incumbent employee ("the incumbent") in accordance with Article 8.4 hereof. The Hospital and the employee shall proceed as follows:

(1) The Hospital shall offer the employee another position, as set forth below:

If there is a comparable vacant position available in the incumbent's job classification, the Hospital shall offer the position to the incumbent:

If there is no comparable vacant position available, the incumbent shall be given the opportunity to displace the least senior employee in a comparable position in that job classification; or

If there is no comparable vacant position available, an incumbent with at least twenty (20) years of seniority may, once and only once, dis-

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CHILDREN'S

ARTICLE XI: SENIORITY

Definition of Seniority

"Seniority" is defined as the length of time an employee has been continuously employed by the Hospital in any capacity within the bargaining units.

Accrual

Seniority shall accrue from the time of the most recent hire of an employee by the Hospital, and shall include any satisfactorily completed probationary period, any paid leave of absence, or as otherwise required by law.

Termination

An employee's seniority shall be terminated and any rights under this Agreement forfeited for the following reasons

Discharge for just cause, quit, or retirement;

Failure to return timely from an authorized leave of absence;

Absence of three (3) consecutive scheduled work days without any notification to the Hospital, unless physically unable to do so;

As a result of a reduction in force is laid off for a period of twelve (12) months or a period exceeding the length of the employee's seniority, whichever is less; or

After one year from the date of voluntary resignation, with proper notice and in good standing.

Application of Seniority

In cases of promotions, reductions in force recalls the Hospital shall consider the following factors: (a) the qualifications and ability of an employee to perform the work and (b) the seniority of the employee. Where factor (a) is relatively equal, then seniority shall govern. In determining factor (a) the Hospital's determination shall be conclusive, unless the Union demonstrates that it was clearly erroneous. For purposes of this Section, factor (a) shall include discipline the employee received during the twenty-four (24) months prior to the reduction in force where the disciplinary action(s) re-

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WHC

(Continued from page 4)

place a more junior employee occupying a position in another job classification that the incumbent had actually occupied previously within three (3) years preceding the date of displacement.

For the purposes of this Article, “comparable” refers to a position of the same status (full-time or part-time eligible).

(2) The incumbent shall have ten (10) days to inform the Director of Employment of this decision.

If the incumbent elects not to accept the comparable vacant position, the incumbent shall be considered as having voluntarily resigned at the conclusion of the notice period specified in Article 8.4. No layoff or other severance benefits shall be available to the incumbent. If there is no comparable vacant position, and the incumbent elects not to displace the least senior employee in a comparable position in that job classification or, if applicable, a more junior employee in another job classification, the incumbent shall be considered as having voluntarily resigned at the conclusion of the notice period specified in Article 8.4; however, severance benefits shall be available to the incumbent.

Concurrent with the foregoing procedure applicable to the incumbent, the Hospital shall also give notice to the least senior employee in a comparable position in the incumbent’s job classification that he may be displaced. The least senior employee shall be given the opportunity to apply for other available positions in the Hospital during the thirty (30) day notice period which commences on the date when he has been notified that he has been displaced. If, however, the least senior employee is unable to secure other employment during the notice period, the employee shall be treated in accordance with the provisions set forth in subparagraphs (1), (2) and (3) of this Article 8.2(a), Article 8.3 and Article 8.5(a) and (b), as applicable.

(b) **Recalls:** Recalls from layoffs shall be in reverse order of layoff. Recall rights are limited to the job classification held immediately prior to layoff. When comparable positions become available the Hospital shall notify employees in a layoff status of the positions’ availability five (5) days prior to the posting of the positions. Probationary employees have no recall rights.

CHILDREN’S

(Continued from page 4)

lates to or negatively reflects upon the employee’s ability to perform the duties of his position.

With respect the promotion, whenever a vacancy occurs, the Hospital shall post the position first within the department having the position vacancy for three (3) working days, and then, if the position remains unfilled, on the Human Resources Department’s bulletin boards along with a description of the required duties and qualifications, for at least five (5) working days, and the Hospital shall not otherwise advertise the position or make an appointment thereto during said period. If an employee is not selected for a position for which he has applied, the Hospital will provide such employee with a reasonable period of time with notification that he was not selected and a brief statement of the basis for its decision.

Superseniority

In the event of a reduction in force, nineteen (19) shop stewards, who have been previously identified in writing by the President of the Union, shall be the last employees separated from their respective job classification, provided they have the qualifications and ability to perform the available work.

Job Placement

In the event of a reduction in force in a job classification or the abolishment of a job classification, the Hospital will make every reasonable effort to place the employee involved in any existing vacant bargaining unit job for which they are qualified, and, in the event two or more such employees are so qualified, such placement shall be on the basis of seniority.

Notice of Layoffs and Abolishment of Positions

The Union and Hospital recognize that, in the event of a reduction in force, they have a responsibility to work cooperatively to minimize the adverse impact on affected employees. Should the Hospital determine that it is not possible to avert a reduction in force, the Union and affected employees shall be given no less than thirty (30) days’ notice prior to layoffs. After notice has been given, the Union and the Hospital will upon request enter into discussions regarding the affected employees and the impact of the layoff on the remaining bargaining unit personnel.

DC SUMMER JOB REGISTRATION

Do you know a child that is interested in having a summer job? Do you know that the experience that is gained through summer work looks good on their resume for future employment? Would they like to register for a summer job near your home? If the answers to these questions motivate you to apply for work, here's what you need to do to get started. Registration begins with the Department of Employment Services on February 2 and ends on April 26, 2008. Any DC youth ages 14-21 are eligible to register. Youth 13 years old must turn 14 years old by Monday, June 16, 2008 in order to be eligible. Individuals who turn 22 years old on or before June 16, 2008 will not be eligible to register.

Time: 9:0am - 4:30pm

Location: 645 H Street, NE

For Further Information Contact: Please call (202) 698-3492

Parents or Guardians Must Accompany Any Child Ages 13-17 Years Old.

Items Listed Below are Required to Register for Summer Employment

(Some items presented can provide proof for more than one category, i.e., birth certificates proves both birth and citizenship.)

Proof of Birth: (Choose One)

Birth Certificate, Driver's or Non Driver's ID, U.S. Passport, Hospital Record, School Record

Proof of Citizenship (Choose One)

Alien Registration Card, Baptismal Record, Naturalization Certificate, Military Discharge DD-214, Foreign Passport Stamped "Eligible to Work"

Proof of Social Security Number (Choose One)

Social Security Card, Department of Human Services' Letter, Veteran's Medical Card, TANF Record, Tax Form 1040 or D-40,

Proof of DC Residency (Choose One)

Government Agency Letter or Printout, If homeless, a letter from the shelter, Rental Lease, Current School Report Card, Current School Record, i.e. IEP or V Form

President's Report continue

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you ever noticed that it is not just one manager or supervisor in the meeting with you. You should also have someone with you.

Remember, you have rights, but it is up to you to exercise them and to know when and how to exercise them. I know it sounds redundant, but this is what we

discuss at the Union Meetings. Come and get educated.

Remember that the contract at Washington Hospital Center expire on October 5, 2008 and the contract at Fresenius (BMA) expires July 31, 2008. Be on the look out for proposal gathering meetings.

Attending the membership meetings will also keep you informed.



CONTRACTS EXPIRE SOON

DID YOU KNOW WHC Seniority continue

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- (c) **Promotions, Transfers and Filling of Vacancies:** An employee shall be eligible to apply for a promotion, transfer or vacancy only if he has completed at least six (6) months of employment in his current position, measured from the date of hire or transfer to such position or from the date of his return to such position after a leave of absence. This requirement shall not be applied under circumstances more fully described in Article 1.3(c) and Article 7.3, or to any employee whose current job represents a lower grade and reduction in pay resulting from a job abolishment, layoff or reduction in force on the first occasion on which he applies for promotion or transfer following such job abolishment, layoff or reduction in force.

It is expressly understood that employees with the ability to perform the work and who possess an acceptable work record will be given preferential treatment over non-Hospital employees in filling bargaining unit vacancies.

If more than one employee bids for a particular job, and if in the Hospital's judgment competing employees have equal ability to perform the work and possess equally acceptable work records, the employee with greater seniority shall be awarded the job. It shall be obligation of the employee first to make application for the position involved. In any case where there is a dispute as to whether an applicant possesses requisite "ability", and/or have the equal ability to perform the work and possess an equally acceptable work record to the person selected for the position, the burden of proof shall rest with the employee and/or the Union to demonstrate that the Hospital's decision was clearly incorrect. Unsuccessful applicants shall be so notified in writing by the Hospital.

- (d) **Super Seniority for Shop Stewards:** In the event of a layoff, the shop stewards of Local 722 shall be the last laid off from their respective job classifications provided they have the qualifications, skill and ability to perform the available work.

Loss of Seniority: An employee's seniority shall be lost when he:

Quits, resigns, or retires.

Is discharged for cause.

Fails to return following the end of a leave of absence.

Fails to return to work within five (5) working days after the Hospital has served notice of recall to him by letter or telegram.

Is laid off for a period of eighteen (18) months or a period exceeding the length of the employee's seniority, whichever is less.

Notice of Layoffs and Abolishment of Positions: The Union and Hospital recognize that, in the event of a layoff or reduction in force they have a responsibility to work cooperatively to minimize the adverse impact on affected employees.

Should the Hospital determine that it is not possible to avert a layoff or reduction in force, the affected employees shall be given no less than thirty (30) days notice prior to layoffs. After notice has been given, the Union and the Hospital will upon request enter into discussions regarding the affected employees and the impact of the layoffs on the remaining bargaining unit personnel.

Severance: (a) In the event of a permanent layoff due to a reduction in force or abolishment of a position, non-probationary employees permanently laid-off and/or displaced thereby shall be paid severance pay equal to two (2) days of straight time pay for each full year of consecutive credited service with the Hospital up to a maximum of forty (40) days of pay.

(b) Upon such permanent layoff due to a reduction in force or permanent abolishment of position, employees being paid severance pay in accordance with this provision shall also receive full payment for their respective paid-time-off cash balance, at the rate of one hundred (100%) percent.

**SEIU LOCAL 722
1673 COLUMBIA ROAD N.W.
SUITE # 100
WASHINGTON, D.C. 20009**

WWW.SEIU722.COM

Seniors / Retiree Luncheon

May 10TH 2008

**Channel Inn / Pier 7 Restaurant
650 Water Street, SW, Washington,
DC**

12 pm –2 pm

2 hour free parking

