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Members of SEIU Local 49 employed at Legacy Emanuel Hospital in North Portland rallied July 9 for a fair contract. The action was called to protest Legacy's most recent offer — raises below inflation and limits on overtime.

Contract expires for 570 SEIU support workers at Legacy Emanuel Hospital

"We're here to say no way to lower pay," declared Service Employees International Union (SEIU) Local 49 officer Caitlin Doherty July 9 at a rally outside North Portland's Legacy Emanuel Hospital. Doherty is a sterile processing tech at Legacy, and a member of the union bargaining team.

More than 100 members, staff, and supporters of Local 49 rallied at Dawson Park, following a brief march ac-

companied by a drum and a purple vuvuzela. The action was called to protest Legacy's offer in negotiations over a new union contract — raises of 1.5 percent a year, and limits on overtime.

Legacy is proposing to limit workers to three overtime shifts per two-week pay period. It also wants to end the practice of giving the most senior certified nurse assistants first pick at "daily flexing" (the option to leave

work early when a ward has few patients). And it wants managers to have the right to schedule employees to work every weekend.

The union's previous contract with Legacy, which expired June 30, covers about 570 workers in dozens of support occupations at the hospital.

Doherty said the union wants a wage increase that at least keeps up

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West Coast ports remain open as ILWU continues negotiations for new deal

By DON McINTOSH
Associate Editor

Though the six-year union contract between International Longshore and Warehouse Union (ILWU) and the multi-employer Pacific Maritime Association (PMA) expired July 1, union members continue to load and unload ships on West Coast ports. Neither side is publicly discussing progress in the talks, which have been under way since May 12. Key bargaining issues include how to deal with new technologies like robotics that will reduce the need for workers, and how to maintain health benefits after 2018, when the Affordable Care Act's so-called "Cadillac" tax kicks in.

The ILWU-PMA contract covers nearly 20,000 longshore and clerk members at 29 West Coast ports. It's the largest contract for the 37,000-member union, which represents dock workers in California, Oregon, Washington, Alaska, and Hawaii.

The PMA bargaining takes place as ILWU members remain locked out of grain export terminals in Portland, Vancouver, and Seattle. The companies operating those terminals, which have locked out ILWU members since February 2013, aren't part of the PMA. The grain terminal operators are demanding that ILWU give them the same concessions it gave to their competitor EGT in Longview, Washington. Those conces-

sions include 12-hour shifts without overtime pay, the right to have managers run the control room, a company-approved hiring list separate from the regular ILWU hiring hall, and the right of employers to do union work in the event of a work stoppage.

Fears that PMA might ask for the same concessions have not been borne out, however. Neither ILWU nor PMA appeared to be getting ready for a strike or lockout. The two sides have issued joint statements about the negotiations, without going into detail. On July 7, the sides announced a three-day break from negotiations while ILWU took part in further negotiations with the Northwest grain exporters.

ILWU kept negotiating with PMA past the contract expiration in 2008, too, and the two sides were able to reach an agreement that preserved health benefits, gave raises of \$5 an hour over six years, and lessened the impact of technological change on members. That settlement followed much-more-heated bargaining in 2002, which culminated in PMA employers locking out ILWU members for 10 days — until then-President George W. Bush asked a federal court to order employers to end the lockout.

This year's ILWU bargaining positions at the PMA negotiations were determined in February and March at a two-week meeting in San Francisco of delegates from every West Coast port. At that meeting, delegates heard from representatives of dockworker unions from around the world, who pledged their support in the event of a dispute. The meeting established that priorities include fair raises, and maintaining health care and retirement benefits.

"Longshore members and clerks have made it clear that they want a contract with stronger safety provisions, more secure benefits, greater respect for ILWU jurisdiction, and a reasonable approach to new technology," said ILWU President Bob McEllrath in the March 2014 issue of *The Dispatcher*, ILWU's newspaper.

Technological change is once again threatening to decimate ILWU ranks. A case in point: In June, 180 dockworkers

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Supreme Court rules state contract can't require home care workers to pay 'fair share' union dues

By DON McINTOSH
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Several late June decisions by the U.S. Supreme Court could affect the labor union movement, but by far the most significant was its June 30 decision in a case called *Harris v. Quinn*. (See July 4 NW Labor Press, "Supreme Court Sides With Radical Right in Illinois Home Care Worker case.")

The 5-4 decision in *Harris v. Quinn* split along partisan lines, with the five Republican-appointed justices in the majority and the four Democratic appointees dissenting.

The court struck down an Illinois requirement that home care aides working for state Medicaid clients

pay union dues or "fair share" agency fees to the state employees union that represents them. The union involved in the case was Service Employees International Union (SEIU). The majority of justices said it was because home care workers aren't "full-fledged public employees." Medicaid pays their wages, but the home care workers are hired by and overseen by the Medicaid patients they serve.

Gene Mechanic, a Portland-based labor attorney who represents public sector clients, including Oregon's SEIU Local 503, said state laws that contradict *Harris v. Quinn* could remain on books for decades and not be enforced, or they could be amended. But it's clear that in Oregon and elsewhere, the decision

creates a "right-to-work" situation for unionized home care workers: Union contract provisions that require them to pay union dues or a fair share equivalent will become unenforceable in court.

That's a challenge for Oregon AFSCME, which represents 1,400 licensed child care providers who unionized in 2007 through a similar law to the one in Illinois. It's an even bigger blow to SEIU Local 503, which represents 19,000 Oregon home care workers, 3,500 adult foster care providers, and 4,000 childcare providers.

Local 503 Executive Director Heather Conroy said the Court's decision applies in an immediate

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