

January 16, 2007

Beth O'Brien, CEO
Enloe Medical Center
1531 Esplanade
Chico, California 95926

Via Overnight Mail and Fax (530) 899-2067

Demand to Bargain

Dear Ms. O'Brien,

We are writing to repeat our demand to bargain with Enloe Medical Center over terms and conditions of employment on behalf of the members of the Service Unit, and further to demand to bargain over the mass layoffs recently proposed by the Medical Center.

By this letter, we are also demanding that you cease and desist all plans to make any and all changes to terms and conditions of employment including but not limited to the proposed mass layoff. If management moves forward despite a federal Bargaining Order, it is the Union's intention to pursue all available remedies for our members, including back wages.

On April 1 and 2, 2004 the members of the Service and Maintenance Unit at Enloe voted in a secret ballot election supervised by the National Labor Relations Board to be represented by our Union.

On August 27, 2005 the National Labor Relations Board issued the following decision and order:

"It is Certified that a majority of the valid ballots in Case 20-RC-17938 have been cast for Healthcare Workers, SEIU, Local 250, and that it is the exclusive collective bargaining representative of the employees in the [Service] unit..."

As most of the history of our bargaining demands and Federal orders came under the tenure of your two predecessors, we provide this brief summary, in the hope that you will take the time to review this issue anew:

The above Federal Bargaining Order was issued after management attempted to contest the outcome of the secret ballot election through the highest levels of the National Labor Relations Board. Management's position was heard and dismissed first by the NLRB Board Agents who conducted the election, then by a Federal Administrative Law Judge, then by the Regional Director of the NLRB and, ultimately by the full Washington Board of the NLRB appointed by the President of the United States.

At all levels of review, the appropriate government bodies found management's objections to the outcome of the majority vote to be without merit.

At all levels of review, the NLRB found the outcome of the election to have been a clear majority vote for unionization. Indeed, the only amendments to the original findings of the NLRB, which were made by President Bush's three appointees, were to issue additional findings of management misconduct in the election process.

Subsequently, on September 15, 2005, our Union made a formal written demand to bargain. A short time later, we received a written response from management's attorneys, stating that, despite the Federal Bargaining Order, management specifically refuses to bargain with the Union.

The NLRB then issued a Final Order to Bargain on January 25, 2006.

The National Labor Relations Board then issued a Complaint against Enloe management for their disregard of the previous Federal order ("for failing and refusing to bargain with SEIU United Healthcare Workers-West").

The General Counsel of the National Labor Relations Board filed a Motion for Summary Judgment against Enloe management, which was granted by the full three member Board of Presidential appointees.

The NLRB's recent December 2006 Brief to the US Court of Appeals contains the following statements:

...
"The Board's order requires the Center to cease and desist from refusing to recognize and bargain with the Union, and from any like or related manner interfering with, restraining, or coercing employees in the exercise of their statutory rights. Affirmatively, the Board's order requires the Center, upon request, to bargain with the Union, and to post copies of a remedial notice."
...

...
"Despite a hearing, the Center was unable to establish a single instance of balloting error at any of the polling sites that could have affected the service unit." [Emphasis added].
...

...
"The Center did not come close to carrying its heavy evidentiary burden as an objector to presumptively valid election results." [Emphasis added].
...

...
"[T]he only way that the Center can prevail on review is by proving the existence of objectionable conduct that casts doubt on the fairness and validity of the service unit election. This, the Center utterly failed to do." [Emphasis added].
...

...
"The Center's claims were thoroughly undercut by the credible testimony of its own election observer." [Emphasis added].
...

“[T]he Center plainly wanted to take the Board agents on a fishing expedition, and query them about tangential matters such as their level of experience and Board procedures generally.”

...

“Section 8(a)(5) of the Act makes it an unfair practice for an employer ‘to refuse to bargain collectively with the representatives of his employees...Section 8(a)(1) of the Act makes it an unfair labor practice for an employer to ‘interfere with, restrain or coerce employees in the exercise of the rights guaranteed in [The National Labor Relations Act], which in turn assures the right of employees to ‘bargain collectively through representation of their own choosing.’”

...

“As we now show, the Center, by making allegations that were either discredited, inconsequential, or speculative, failed to establish any misconduct that cast doubt on the fairness and validity of the service unit election.”

...

“Moreover, none of the Center’s evidence suggested that Board agents had compromised their appearance of neutrality.” [Emphasis added.]

...

“As we show below, the Union was hardly required to present rebuttal testimony, given the Center’s complete failure to meet its evidentiary burden.” [Emphasis added.]

...

“...[T]he Center did not come close to proving its exaggerated claims of ‘chaos.’”

...

“Finally, there is no merit whatsoever to the Center’s misguided assertion that the Board imposed ‘an adverse inference against’ the Center.” [Emphasis added].

As the previous refusals to bargain and refusals to comply with the orders of the Board came under the previous administrations of Enloe, please consider this not only a demand in the legal sense, but also an appeal to reason with the hope that you will respond constructively and begin the bargaining process so long overdue.

Please contact UHW Administrative Vice President Dana Simon at (510) 773-7970 to arrange mutually agreeable bargaining dates. We look forward to a new relationship built on mutual respect for the bargaining process.

Sincerely,

Sal Rosselli
President

CC: SEIU UHW-W Members and Staff

SR:SEIU-UHW-W