

UNION PROMISES

It is important you know that, by law, the union can promise virtually anything, specifically because **it is not “a party capable of carrying out the promise”**. The only way for the union to obtain some of the things it has been promising to get from the hospital is **if the hospital agrees**.

The hospital can deliver on its promises, and for that reason, the law prevents the hospital from making promises about such things as future wages, raises, bonuses, benefits, and policy or working condition improvements. All the hospital may say are things like “we will work hard to maintain competitive pay and benefits for our staff” or “we hear you” because saying “we will fix that” would be an illegal promise because the hospital IS “a party capable of carrying out the promise.”

The union has been making many promises similar to the ones below – the law allows someone to make promises if they are NOT “a party capable of carrying out the promise.” Before voting, **ask the union to put its guarantees in writing** and put its assets behind that promise!

<p>I guarantee: If it is your bargaining agent, UNAC will get you a job with the same or better pay and benefits if you are ever laid off or terminated.</p> <p>Signed _____ Date _____</p>	<p>I guarantee: You will not have to pay dues. The union will not ask for, and will not agree to a union security clause forcing nurses to pay dues.</p> <p>Signed _____ Date _____</p>
<p>I guarantee: If you were called out on an economic strike, you will get your job back at the end of the strike, regardless of whether or not you have been permanently replaced or if your job has been eliminated due to lost hospital business or outsourcing.</p> <p>Signed _____ Date _____</p>	<p>I guarantee: The contract will allow you to work out shift start times and quitting times on your own, and will allow you to work out any side agreement you like with your clinical supervisor or director whether the union agrees or not.</p> <p>Signed _____ Date _____</p>
<p>I guarantee: The union will not strike the hospital for a first contract.</p> <p>Signed _____ Date _____</p>	<p>I guarantee: You will have a contract within two years, unlike the union nurses at Inland Valley in 2004 – 2008.</p> <p>Signed _____ Date _____</p>
<p>I guarantee: Per diems’ dues will never be over \$2.00/ hour like at Kaiser, St. Francis, and others in our area.</p> <p>Signed _____ Date _____</p>	<p>I guarantee: You will have more staff than you do right now in your unit, and you will not ever have to work short staffed.</p> <p>Signed _____ Date _____</p>
<p>I guarantee: You will never be terminated, laid off or outsourced, even for genuine economic reasons, as long as UNAC is your bargaining agent – unlike nurses at Kaiser or Prime or other area hospitals.</p> <p>Signed _____ Date _____</p>	<p>I guarantee: If the hospital loses reimbursements under the healthcare bill, you will not suffer a reduction in pay or benefits at the bargaining table.</p> <p>Signed _____ Date _____</p>
<p>I guarantee: You will not have to be relocated to a new facility and your department will never consolidate or close due to economic or operational reasons.</p> <p>Signed _____ Date _____</p>	<p>I guarantee: You will be able to transfer to Temecula Hospital when it opens.</p> <p>Signed _____ Date _____</p>

As an officer of UNAC, I am authorized to execute the above guarantees. My signature commits all of the assets of UNAC to warrant and assure full compliance with any of the guarantees listed above that I accept by my signature. I am aware that employees may reasonably rely on these promises in assessing whether to vote for the union in any NLRB-conducted election, and I recognize that since their vote is by secret ballot, specific proof of such reliance will be impossible to attain. Therefore, on behalf of UNAC, I do hereby waive any right to contest, or raise a defense as to, an employee’s claim of reliance. I hereby stipulate to a presumption that any employee voting in the NLRB election at Southwest Healthcare actually relied on these promises, should UNAC fail to fulfill the specific terms of these guarantees and any future guarantees litigation against this union should ensue. In order to accept the terms of this offer of contract between UNAC and the employee, the employee must vote in the NLRB secret ballot election, and I recognize that the act of voting constitutes good and valuable consideration in support of this contract.

Signed _____ Print Name _____ Title _____ Date _____

Vote No January 31st and February 1st!