

SPFPA UNION CONTRACT COMPARISON

Contracts compared:

George Washington University

Inter-Con Security Systems

Cornell University

SEIU Local 722 at MedStar
Washington Hospital Center



Officers and Emergency Response Operators,

You have a very important decision to make about our workplace this September.

The SPFPA union has filed a petition for election to become your exclusive representative on all things related to your wages, hours of work, benefits and working conditions. The Governed United Security Professionals (GUSP) union has also filed as an intervenor in the election and will be one of your choices on the voting ballot.

Deciding whether or not you want a union to speak on your behalf, particularly either of these unions with their questionable reputations, is a very important decision for you, your co-workers and your family.

The unions' organizers and supporters have made promises to many of you about what they claim you will get in a union contract with MedStar Washington Hospital Center (MWHC). Since actions speak louder than words, we've put this booklet together to show you what SPFPA has negotiated for employees they represent at several other workplaces, and what MWHC has agreed to in negotiations with SEIU 722, since some of you are familiar with this contract.

Despite believing that we are strongest as One Team without a third party in the middle of our relationship with you, we respect your right to choose for yourself whether you wish to be represented by SPFPA or GUSP*. The most important thing you can do now is to educate yourself about this union and what it may or may not be able to deliver, so you can make an informed choice when you vote by mail this September.

Thank you,

Tracey Hayes

Bill Pallozzi

**Note: Because GUSP is a relatively new and unknown union, and does not have any publicly available union contracts that we have been able to locate, it is not included in the comparisons within this document.*

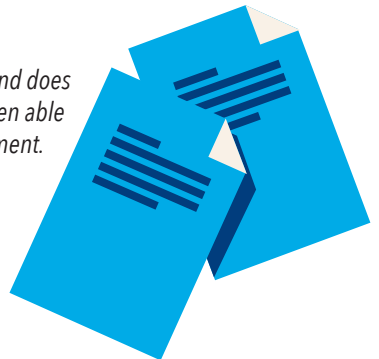


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ELECTION DETAILS

Important Dates:

September 1, 2020: Ballots will be mailed to your home. (update your address with Tracey if you have moved!)

September 8, 2020: If you have not received a Ballot – contact the NLRB at (410) 962-2822!

September 22, 2020: Ballots must be received at the NLRB offices in Baltimore by 3 p.m.

September 22, 2020: NLRB will count the mail-in ballots.

All voting will occur by mail-in ballot.

You can **Vote "Neither"** even if you signed a union authorization card/petition.

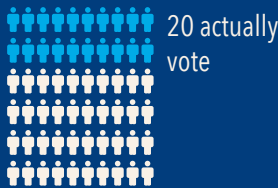
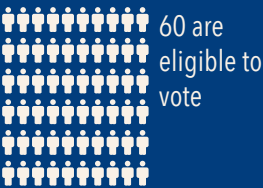
You can **Vote "Neither"** even if you did not sign a union authorization card/petition.

Follow all NLRB instructions carefully. If you don't, your vote won't count.

Do not give your ballot to anyone, including friends, coworkers, family or the union to handle, collect or mail.

Mail your completed ballot to the NLRB as soon as you can. It must be there by **Sept. 22** to count! Remember, the mail is running slow.

The majority of those who actually VOTE, not the majority of eligible voters, determines the election outcome for everyone. For example:



YOUR VOTE MATTERS! NOT VOTING IS A VOTE FOR THE UNION. DON'T DELAY. COMPLETE AND RETURN YOUR MAIL-IN BALLOT AS SOON AS YOU RECEIVE IT.

HOW DOES SPFPA COMPARE: HEALTH CARE

You may have seen a SPFPA brochure claiming that if this union represents you, Health Insurance and Retirement would be provided by the union. As you know, MedStar Health already provides a comprehensive Total Rewards program to all associates whether they are represented by a union or not. This so-call union "benefit" is nothing more than an empty promise by the union.

DID YOU KNOW?

YOU WON'T HAVE A SAY. Unlike most unions, the SPFPA DOES NOT ALLOW OFFICERS TO VOTE ON THE FIRST UNION CONTRACT! That means SPFPA can agree to things you don't like or don't want in your first union contract and YOU WILL HAVE NO CHOICE BUT TO LIVE WITH IT! In future contracts, if officers don't like what the union negotiates and vote "no" on agreeing to it, the union's constitution and bylaws state that the **"no" vote will automatically authorize a strike.**

Sample Health Benefits Offered Where SPFPA Represents Employees Compared to MedStar:

SPFPA George Washington University	SPFPA Cornell University	MedStar Health
Employees participate in the University programs – benefits are not provided by the union	Employees participate in the University programs – benefits are not provided by the union	Total Rewards Medical, Dental, STD, LTD, Life & Accident, Critical Illness, Flexible Spending, etc.

Sample Retirement Benefits Offered Where SPFPA Represents Employees Compared to MedStar:

SPFPA George Washington University	SPFPA Cornell University	MedStar Health
Employees participate in the University programs – benefits are not provided by the union	Employees participate in the University programs – benefits are not provided by the union	403(b) Plan – pre-tax retirement plan with MedStar match of 50% of associate contribution up to 6% of salary

DID YOU KNOW?

MedStar Washington Hospital Center offers a whole range of perks in addition to health and retirement benefits including:

- Employee Assistance Program
- Pre-paid legal resources
- Computer purchase program
- Dry cleaning of uniforms
- Complete uniforms provided
- Commission fees
- On-site parking
- Discounts at many retailers and cell phone carriers including Hershey Park, Home2Suites by Hilton, Jiffy Lube, etc.

Other Benefits Offered Where SPFPA Represents Employees Compared to MedStar:

PAID LEAVE

SPFPA George Washington University	MWHC
0-2 years = 13 days	0-2 years = 20 days
3-4 years = 15 days	2-7 years = 25 days
5-15 years = 21 days	7+ years = 30 days

As a MedStar Health associate, you already have much more paid leave than George Washington University Officers represented by SPFPA, AND they have to pay 2.5 times their hourly rate per month in union dues! **Remember: There are no guarantees in collective bargaining. You can end up with more, with the same, or with less than you have now.**

NIGHT DIFFERENTIAL

George Washington University	MWHC SEIU 722	MWHC
\$.85 per hour	10% grade minimum	10% grade minimum Officer I - \$1.85 Officer II - \$2.04 Officer III - \$2.22

Without having to pay union dues:

- Your night differential is identical to what your SEIU-represented co-workers get.
- Your night differential for Officer I, is more than **double** what SPFPA negotiated for GWU.
- Your night differential for Officer II & III is **approximately 2.5 times more** than what SPFPA negotiated for employees at GWU.

PAID HOLIDAYS

SPFPA George Washington University	MWHC SEIU 722	MWHC
10	9 (7 holidays + 2 personal days)	9 (7 holidays + 2 personal days)

- Union-represented officers at George Washington University and SEIU-represented associates at MWHC have very similar holidays, BUT they have to pay an additional 2.5 times their hourly rate each month to get them. You get the same benefits as SEIU associates but don't have to pay anything additional!

HOW DOES SPFPA COMPARE: JOB SECURITY

Despite what the union may claim, it does not have the authority to bargain over certain operational and business decisions in a workplace. This includes things like outsourcing, hiring, layoffs, etc. In addition, an employer's policies, rules and expectations still apply even with a union contract in place. Though **unions do not have a say in these types of management decisions**, they like to create the impression that you need the union to protect you in the workplace. Unions and union contracts do not provide job security.

Consider these "management rights" clauses from other SPFPA contracts and the SEIU 722 contract with MWHC.

GEORGE WASHINGTON UNIVERSITY

Article XXIX Management Rights

...the Employer retains the right to... lay-off and recall Employees to work; to determine the number of Employees and the duties to be performed; to establish, add to, reduce, combine or discontinue job classifications...

INTER-CON SECURITY SYSTEMS

Article XXIII Management Rights

The management and operation of the business of the Employer and the direction of the workforce are vested exclusively in the Employer...these rights include but are not limited to...Determining the existence of a lack of work and laying off for lack of work.

CORNELL UNIVERSITY

Article 4 Management Rights

It is agreed that the University retains all of the rights, powers and authority possessed... prior to the execution of this Agreement... These rights shall include, but not be limited to: Recruit, hire, approve, train, retain, evaluate, transfer, promote, demote, layoff and recall employees.

SEIU 722 MWHC

Article 2 Management Rights

All management functions, rights and responsibilities...are vested exclusively in the Hospital. Such functions, rights and responsibilities of Management shall include...to transfer work and subcontract all or any portion of the work now or hereafter done by the associates.

DID YOU KNOW?

At George Washington University, the SPFPA agreed to a **240 day (8 month)** probationary period for new employees? "The Employer shall be the Sole judge of the fitness and suitability for continued employment for the persons so hired and the grievance and arbitration provisions of this agreement shall not be available." SPFPA & George Washington University, Article, II

The union's priorities are clear: they made sure new employees had to start paying union dues from within 30 days of starting work, but failed to negotiate anything better than an 8-month probationary period.

HOW DOES SPFPA COMPARE: SENIORITY

In a union contract, seniority typically governs important aspects of your employment, including your work schedules, PTO schedules, lay-off, recall and even promotions.

GEORGE WASHINGTON UNIVERSITY

Article XII Layoff and Recall

Section 12.1 In the event of a reduction in force resulting in layoff of Employees, probationary Employees and temporary Employees...shall first be laid off. If further reduction is necessary, non-probationary Employees shall be laid off from the operational section and classification affected in reverse seniority order.

GEORGE WASHINGTON UNIVERSITY

Article XX Seniority Clause

Section 20.1 In recognition of the principle of seniority for Employees under this Agreement, the Employer agrees that when qualifications of applicants...are considered equal by the Employer, preference shall be given to the Employee applicant with the greatest seniority in selection for vacant positions...

CORNELL UNIVERSITY

Article 8 Seniority

...seniority and time in grade for employees shall be considered in assignments, schedules, leaves and promotions.... If all relevant factors, such as experience and qualifications are equal, then the employee with the most bargaining unit seniority shall be awarded the position.

Without a union contract, MWHC is able to offer flexibility with regard to scheduling and attendance. However, **unlike the case with a union contract**, MWHC is able to make exceptions to scheduling and attendance to accommodate the personal requests of our officers. MWHC also makes decisions about promotions based upon merit, whereas SPFPA might try to bargain for seniority-based promotions instead, regardless of the individual's qualifications.

HOW DOES SPFPA COMPARE: UNION SECURITY

SPFPA makes it a priority to include payment of mandatory dues - **as a condition of employment** - in the contracts they negotiate. This means every officer would have to pay 2.5 times their hourly rate per month in union dues to keep their job.

Twenty-seven U.S. states have a law called "Right to Work" which says that employees cannot be required to pay union dues as a condition of employment. Washington D.C. **does not** have a Right-to-Work law so it is **legal** for employees working in the District of Columbia to be required to pay union dues or lose their job.

CORNELL UNIVERSITY

Article 3 Union Security and Membership

Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, **as a condition of continued employment**, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

GEORGE WASHINGTON UNIVERSITY

Article III Check Off

Section 3.2 However, within thirty (30) days of the execution of this Agreement or within thirty (30) days of commencing employment, employees must, **as a condition of continued employment**, pay the fees and standard, periodic dues used for activities germane to the Union's status as the unit's exclusive bargaining representative.

Section 3.5 An Employee who fails to tender payments due to the Union under this Article shall be terminated by the Employer

MWHC SEIU 722

Article 1.4 Union Shop

It shall be a condition of employment that all associates of the Hospital covered by this agreement... who are not members of the union... shall on the thirtieth day following the effective date of this agreement, become and remain members in good standing in the union.

Article 1.5 Membership Defined

An associate who fails to join the Union, or maintain membership in good standing... (shall) be discharged.

DID YOU KNOW?

Collective Bargaining requires both the union and the employer to consider the other side's proposals. Many unions, including SPFPA, make **mandatory dues** a high priority in negotiations. **AND THEY CAN GIVE AWAY BENEFITS YOU HAVE NOW TO GET WHAT IS GOOD FOR THE UNION.** Ask the union if they plan to demand that you pay Mandatory Dues.

ASK YOURSELF:

- 1. Do I need someone else to speak for me?**
- 2. Do I want to pay money to a union for things that I already get free of charge?**
- 3. Do I want my future wages and benefits to depend on what an outsider thinks is good for me, rather than what I know is good for me?**
- 4. Am I willing to pay money for promises that may never be fulfilled?**
- 5. Am I willing to let someone I don't know bargain with my money and benefits and possibly end up with less than I have now?**
- 6. Am I willing to let a union agree to a contract that I don't even get to vote on?**
- 7. Am I willing to give up the flexibility I have now to go to my supervisor for last minute schedule changes or favors?**
- 8. Am I willing to have payments to the union automatically deducted from my paycheck each month?**
- 9. Am I willing to pay the union more money every time I get a raise?**
- 10. Am I 100% sure I will end up better off than I am now if this union represents me?**

If you answered "no" to any of these questions, then vote "NEITHER" Union on your Mail Ballot!