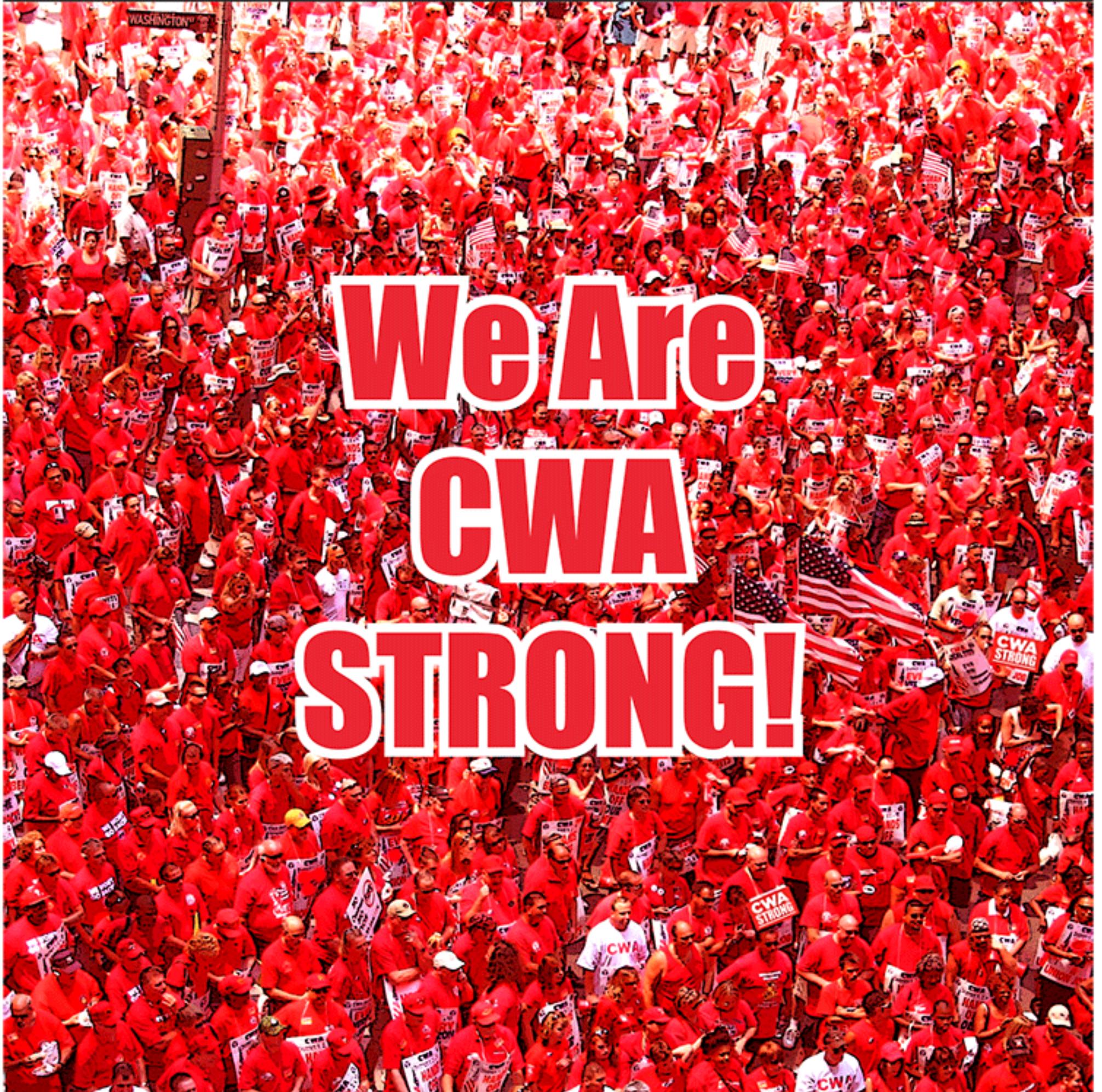


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# CWA news





By CWA President Chris Shelton

In February, the U.S. Supreme Court heard arguments in *Janus v. AFSCME*, a case brought by anti-union corporate interests and political groups intent on restricting the freedom of working people to stand together for respect and fairness in the workplace.

These groups have spent millions of dollars for decades to take away workers' freedom to join together and negotiate for fair wages and benefits, and to improve our workplaces. This is at least the third time they have brought this particular issue to the Supreme Court while also pursuing state legislation to limit workers' freedom to join unions and negotiate contracts collectively.

These well-financed and powerful groups have gotten states to adopt laws requiring workers who have had a union for years to hold new union elections every year or when their contract expires to "recertify" the union. They have pushed state legislation to outlaw the deduction of union dues from workers' paycheck in an attempt to

# OUR NATION NEEDS UNIONS

weaken unions. They have schemed to stop workers from having any say in our democratic political process.

Under the new Republican majority National Labor Relations Board, we've already seen many rule changes that make it harder for workers to unionize and easier for companies to evade labor law.

Why these attacks? Employers and their political allies want to do away with unions. It's as simple as that.

Without unions, employers will be free to do whatever they want and further change labor law and workplace safety protections and retirement protections. Without unions, wages, working conditions, health and safety regulations, retirement security and benefits all will be dramatically transformed.

Labor law requires that a union, chosen by the majority, must represent every worker in a bargaining unit. While no worker is required to join a union, workers can be required to pay their fair share for the cost of the representation -- the cost of bargaining higher wages and benefits and the cost of representing a worker through the grievance system. The attack on fair share is all about weakening unions, with the hope of giving corporations even more power and accelerating the assault on achievements like Social Security, civil rights, wage and hour and safety laws, Medicare, and public education that unions fight every day to preserve.

By destroying or dramatically weakening unions, corporate and right wing allies hope to get rid of the major opposition to anti-worker legislation and protections. They want to have free rein to further cut the programs, benefits and services that millions of American families depend on.

These anti-union groups are anticipating a favorable ruling by the Supreme Court that they believe will signal the end of public worker unions, and all unions.

We know better.

CWA members in Iowa overwhelmingly are voting for continued CWA representation, despite the onerous "recertification" law. CWA public workers in New Jersey mobilized and voted in record numbers and see the promise of a new governor who will restore the pension benefits and other job rights that were stripped away. During the last three legislative sessions in Texas, CWAers fought off attacks on the right to organize and to stop bills that would have blocked state workers from joining the union through payroll deduction.

We're seeing success stories like this across our union.

The Supreme Court will issue its decision in June, but no matter how it rules, CWA will stand up and fight for just contracts, jobs and retirements security. CWA will continue to speak out and fight back against the 1 percent who are never satisfied and always seek more off the backs of workers.

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# The Truth About *Janus v. AFSCME Council 31*

*Janus v. AFSCME Council 31* is a Supreme Court case that aims to take away the freedom of working people to join together in strong unions to speak up for themselves, their families, and their communities.

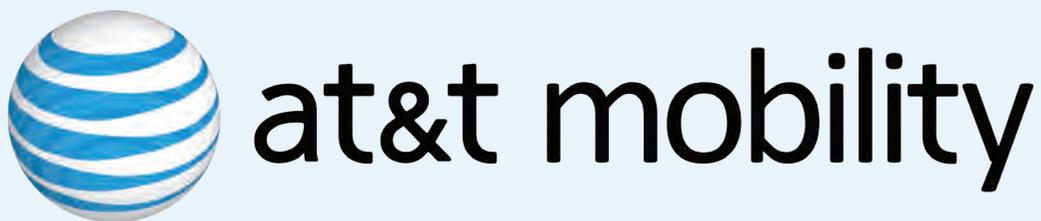
The case started as a political scheme by billionaire governor of Illinois, Bruce Rauner. He launched an attack to reduce the power of public service workers immediately after taking office, filing a lawsuit to bar the collection of fair share fees by public service unions.

The National Right to Work Foundation, a network funded by corporate billionaires that uses the courts to rig the rules against everyday working people, took up the case and put it on the fast track to the Supreme Court.

Unions work because we all pay our fair share and we all benefit from what we negotiate together. Fair share fees provide public service workers, including over 100,000 CWA members, with the power in numbers they need to negotiate better wages, benefits, and protections that improve work conditions and set standards for everyone.

The simple truth is that no one is forced to join a union and no one is forced to pay any fees that go to politics or political candidates. That is already the law of the land. Nothing in this case will change that. This case is about taking away the freedom of working people to come together, speak up for each other, and build a better life for themselves and their families.

CWA has been preparing members and bargaining units for a negative decision through the CWA STRONG program.



## Groundbreaking Contracts at AT&T Mobility

AT&T Mobility workers negotiated precedent-setting contracts that roll back offshoring and outsourcing and set a new standard for wireless retail and call center jobs in America. The "Orange" contract covers over 21,000 workers in 36 states and the District of Columbia and was approved by an overwhelming majority on January 12. Negotiators reached a tentative agreement on the "Black" contract, which covers 12,000 workers across 9 states and the U.S. Virgin Islands, on February 15, and the ratification vote is in process.

The agreements provide a 10.1% pay increase over the four-year contract term, and shift \$2,500 from commission to base pay for retail workers. Under the new agreement, AT&T Mobility retail workers will earn an average hourly wage of \$19.20, about 74% more than the national average pay for retail workers.

In a major breakthrough to keep good jobs in the U.S., the settlement includes a guaranteed increase in the volume of customer service calls handled exclusively by AT&T Mobility CWA members. The agreement also requires AT&T to find new jobs for workers when retail stores or call centers are closed.

"AT&T wireless workers' victory is a watershed moment, for themselves and their families, and for working people across the telecom sector who are fighting to keep good jobs in our communities," said CWA President Chris Shelton. "Call center representatives, retail workers and techs from small towns and big cities joined together and refused to back down until they made good jobs at AT&T a reality. These contracts affirm the power of working people everywhere to join together and establish a new standard for America's retail and telecom jobs."

During contract negotiations, AT&T wireless workers and community supporters took to the streets to build support for their demand that AT&T invest in its workforce, protect the basic promise of high-quality customer service, and reverse offshoring and outsourcing with a fair contract. During a three-day strike, AT&T was forced to close hundreds of retail stores and call centers across the country; this was the largest national retail strike in U.S. history.



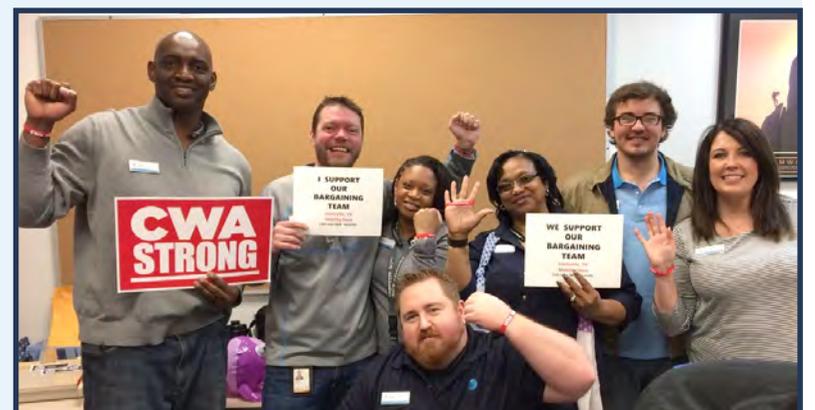
CWAers in New Jersey stand strong with District 3 Mobility members.



Wireless workers join together to make our union CWA Strong.



Members of CWA Local 7200 in Bloomington, MN, mobilized every week in the fair contract fight.



CWA Local 3808 members in Nashville stand together for a fair contract.



# BARGAINING Update




**Frontier**  
COMMUNICATIONS

## On the Line at Frontier

CWAs at Frontier Communications in West Virginia and Ashburn, Va., continue to mobilize while negotiations continue. The current contract has been extended into early March. The 1,600 CWA members have put Frontier on notice: “We’re standing together for a fair contract, and that means keeping good jobs in our communities.”

NABET-CWA and NBC Universal bargainers have held two rounds of negotiations for a new master agreement. The contract covering about 3,000 workers expires March 31.

NABET-CWA President Charlie Braico, who heads the union bargaining team, expressed optimism that NABET-CWA and management are sharply focused on reaching a deal on time.

Committee members are Lou Marinaro, Rob Weiss, and Max Sicherman, New York, Local 51011; Mike Judge, and Bob Williams, Washington, D.C., Local 52031; Ed Dabrowski and Don Villar, Chicago, Local 54041; Steve Ross and Warren Stern, Los Angeles, Local 59053, and NABET-CWA General Counsel Judi Chartier.

CWA President Chris Shelton joined the NABET-CWA bargaining committee for the opening session and reminded management that NABET-CWA members contribute greatly to the achievements and success of NBC Universal, and a fair contract is the way to continue that success.

## Notice Regarding Union Security Agreements and Agency Fee Objections

As a general matter, employees covered by a collective bargaining agreement containing a Union security clause are required, as a condition of employment, to pay an agency fee equal to normal Union dues (and, where applicable, initiation fees). While the wording of these clauses is not perfectly uniform, none requires more than the payment of this agency fee to retain employment.

The Communications Workers of America policy on agency fee objections is the Union’s means of meeting its legal obligations to employees covered by Union security clauses and of effectuating those employees’ legal rights as stated in the applicable decisions of the United States Supreme Court (including *Beck v. CWA*) and the companion lower court and labor agency decisions. Under the CWA policy, employees who are not members of the Union, but who pay agency fees pursuant to a Union security clause, may request a reduction in that fee based on their objection to certain kinds of Union expenditures.

The policy provides an objection period each year during May, followed by a reduction in the objector’s fee for the twelve months beginning with July and running through June of the following year.

Briefly stated, CWA’s objection policy works as follows:

1. The agency fee payable by objectors will be based on the Union’s expenditures for those activities or projects “germane to collective bargaining, contract administration, and grievance adjustment” within the meaning of applicable United

States Supreme Court decisions. Among these “chargeable” expenditures are those going for negotiations with employers, enforcing collective bargaining agreements, informal meetings with employer representatives, discussion of work-related issues with employees, handling employees’ work-related problems through the grievance procedure, administrative agencies, or informal meetings, and Union administration. In the past, approximately 70-75% of the International Union’s expenditures have gone for such activities. The percentages of Local Union expenditures on “chargeable” activities have generally been higher.

Among the expenditures treated as “nonchargeable,” which objectors will not be required to support, are those going for community service (including participating in charitable events), legislative activity, cost of affiliation with non-CWA organizations, support of political candidates, participating in political events, recruitment of members to the Union, and members-only benefits (including members-only social events). In the past, approximately 25-30% of the International Union’s expenditures have gone for such “nonchargeable” expenditures. The percentages of Local Union expenditures on “nonchargeable” activities have generally been lower.

2. Objectors will be given a full explanation of the basis for the reduced fee charged to them. That explanation will include a more detailed list of the categories of expenditures deemed to be “chargeable” and those deemed to be “nonchargeable,” and the independent certified public accountants’ report showing the Union’s expenditures on which the fee is based. In addition to any other avenue of relief available under the law, objectors

will have the option of challenging the Union’s calculation of the reduced fee before an impartial arbitrator appointed by the American Arbitration Association, and a portion of the objector’s fee shall be held in escrow while he or she pursues that challenge. Details on the method of making such a challenge and the rights accorded to those who do so will be provided to objectors along with the explanation of the fee calculation.

3. Objections for the period of July through June must be sent during May. Objections will be honored for one year unless the objection specifically states that it is continuing in nature. Continuing objections will be honored for as long as the agency fee payer remains in the bargaining unit. Agency fee payers who are new to the bargaining unit, or who are returning to the bargaining unit, may object within thirty days of receiving this notice. In addition, employees who resign Union membership may object within thirty days of becoming an agency fee payer. Employees filing these objections in either circumstance should so state that circumstance in their letter of objection. New bargaining unit members are to receive this notice prior to any demand being made upon them for the payment of agency fees. If, however, for any reason a new unit member begins paying agency fees prior to the receipt of this notice, he or she may object retroactively to the commencement of such payments and for the duration of the current annual objection period.

The letter of objection should include name, address, CWA Local number, and employer. Objections must be sent to the Agency Fee Administrator, CWA, 501 Third Street, NW, Washington, DC 20001-2797.