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Against Anti-Worker  
Legislation in  
Wisconsin, Ohio, Indiana,  
and Across the Country,  
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## **Southern California Members OK Strike Authorization**

Last week, southern California grocery workers at UFCW Locals 770, 1428, 135, 324, 1167, 1442, and 8GS overwhelmingly voted to authorize a strike in the event that their employers fail to work with them to reach a fair agreement that respects workers and recognizes the value of their service.

The last contract was ratified in 2007 and expired on March 6. Employees continue working under its provisions on a day-to-day basis.

Contract talks that began in February will continue this week and next with negotiators for The Vons Cos. Inc.; Ralphs Grocery Co., a subsidiary of The Kroger Co.; and Albertsons, owned by Supervalu Inc. The companies have hundreds of stores in Southern California.

The overwhelming approval from members for strike authorization shows that southern California workers are willing to stand their ground.

The current negotiations come in the midst of a nationwide surge in efforts to reduce union bargaining rights and benefits. UFCW members will continue to stand strong against these efforts both in California and anywhere working families come under attack. **OP**

## **President Obama Announces Intent to Appoint UFCW's David Blitzstein to Key Administration Post**



On April 21, President Obama announced his intention to appoint David Blitzstein, Special Assistant for Multiemployer Plans for the UFCW, to the Advisory Committee to the Pension benefit Guaranty Corporation (PBGC).

From 1990-2009, Blitzstein served as the Director of the Negotiated Benefits Department of the UFCW.

Blitzstein represents the UFCW as a member of the Steering Committee of the National Coordinating Committee for Multiemployer Plans, a member of the Employee Benefits Research Institute, a member of the National Academy of Social Insurance and a Director of the Pension Research Council of the Wharton School - University of Pennsylvania.

The Advisory Committee to the PBGC advises the corporation on its policies and procedures relating to the appointment of trustees in termination proceedings, the investment of monies, schedules for the liquidation of terminated pension plans and such other issues as the PBGC may periodically request. The Advisory Committee focuses primarily upon the PBGC's investments, regulations, insurance program and the defined benefit pension system. **OP**

## **Making Change at Walmart Tells Elected Officials to Reject Walmart or Impose Strong Standards**

On April 21, coalitions in major urban communities across the nation urged elected leaders to make sure Walmart's desire to open or expand stores is rejected or met with enforcement of strong standards for healthy, growing communities. Events happened in Boston, Chicago, Los Angeles, New York City, Philadelphia, San Francisco, Seattle, and Washington, D.C.

"In 2010, Walmart's CEO made more than \$18.7 million," said Jose Lopes, a Stop & Shop employee and UFCW member from

Dorchester, Massachusetts. “That’s more than 1200 times what the average Walmart sales associate makes. As a retail employee, I know that we need to be creating jobs in Boston that raise standards for our city and our industry. Walmart isn’t going to do that unless we set binding conditions demanding it.”



“We can’t accept the promises Walmart is making to D.C. at face value,” said Mackenzie Baris, director of DC Jobs with Justice. “The history this company brings won’t let us. That’s why we must have a signed, enforceable community benefits agreement that ensures that the pledges Walmart is making about wages, treatment of employees and being a good neighbor are kept.”

In most cities, residents spoke directly to elected leaders about Walmart’s documented history of controversial and sometimes illegal employment practices, poverty-level wages and for ranking highest for the number of employees qualifying for state public assistance.

Some elected representatives are already responding. For example, New York City Councilman Charles Barron said, “Walmart is trying to buy its way into our communities with a massive ad campaign, fancy commercials, and a slick website, instead of participating in open and public hearings and answering the community’s concerns. The reality is that Walmart is a predatory retailer that pays low wages, provides inadequate healthcare and pensions and is anti-union. If Walmart comes in, jobs will be lost.”

The following Locals, active in these cities’ coalitions, helped make the April 21 actions a success: 5, 21, 400, 648, 770, 881, 888, 1428, 1445, 1776, as well as UFCW Region 1, RWDSU

District Council and RWDSU Locals 338 and 1102.

Visit <http://www.ufcw.org/makingchange/action.cfm> to view photos of the events. **OP**

## Companies Can Lawfully Continue To Deduct Dues After Contracts Expire

An appeals court ruled that deducting dues after contracts expire does not violate Section 302 of Taft-Hartley. Section 302 prohibits companies from paying unions any “thing of value,” including money, with certain exceptions. Upholding the National Labor Relations Board decision that the company appealed, the court also ruled that the National Labor Relations Act requires companies to bargain with unions before stopping deducting dues after contracts expire.

While the facts of the case are unusual, unions can use the ruling when companies claim that the Section 302 “forces” them to stop deducting dues after contracts expire.

The case involved a company that stopped deducting dues post-expiration. Members then signed forms instructing the company to directly deposit dues into the union’s account. About two weeks later, the company stopped the direct deposits.

The NLRB ruled that the company bargained in bad faith when it unilaterally stopped depositing the dues without first bargaining with the union. In so doing, the NLRB also rejected the company’s defense that deducting dues after the contract expired violated Section 302.

A later NLRB case however calls into question the ruling that a company bargains in bad faith when it stops deducting dues post-expiration. One year after the court’s decision, the NLRB deadlocked and left open this ruling in a case called Hacienda Hotel, Inc. Having said that, the NLRB’s ruling that companies do not violate Section 302 when they deduct dues after contracts expire is still valid.

*Tribune Publishing Co. v. NLRB*, No. 07-1455 (D.C. Cir. April 28, 2009) & *Hacienda Hotel, Inc.*, 355 NLRB No. 154 (Aug. 27, 2010).

### How Can This Case Help You?

When companies claim that Section 302 of Taft-Hartley requires them to stop deducting dues after contracts expire this case can help unions argue that the law allows companies to continue deducting dues post-expiration. **OP**