ONPOINT
UFCW
Unity Agenda of the United Food and Commercial Workers International Union

UFCW Local 700 Members Battling the Odds to Stop Anti-Worker Legislation in Indiana

Football fans in Indiana will see plenty of scrimmages when the Super Bowl is played in Indianapolis on February 5, but members from UFCW Local 700 along with members of unions and Democratic legislators are holding their own line against the Republican-sponsored "Right-to-Work" bill that is currently under consideration in the Indiana State House.

Democrats are widely outnumbered in both chambers. House Democrats have just enough members to stall business by boycotting, which has allowed them to block the right-to-work bill off and on throughout the session.

But yesterday, the Indiana Senate voted 28-22 to send their right-to-work measure to the House. House Democrats left the floor after losing a series of party-line votes to Republicans, including a plan to put right-to-work on the ballot in November.

As legislators debated, Local UFCW 700 and other union members protested the measure with chants outside the House chamber, flyers, signs, and visits with their state representatives.

Local 700 Member and Steward Arthur McGow has been at the State House advocating against the bill this week. "I'm concerned about the ripple effect this bill would have on all Indiana families because it would result in lower wages and benefits for all hard working middle class people. I fear for are communities because when workers have less buying power, that means less tax revenue for education, children's health insurance and infrastructure," McGow said.

If the legislation is signed into law, Indiana would become the 23rd state to approve a right-to-work law. No others state has passed this type of legislation in 10 years, and recent efforts in New Hampshire and other states have failed, even in the wake of a wave of Statehouse Republican victories. **OP**

Solidarity in SoCal Brings Gains for Food 4 Less Members

Members of UFCW Locals 8GS, 135, 324, 770, 1167, 1428, and 1442 have ratified a new contract with Food 4 Less. Local 324 Secretary-Treasurer Andrea Zinder described the negotiations with Cincinnati-based Kroger Corp. as surprisingly difficult early on. "But when members stood up to the company and said no to its early proposals, things changed. The strike authorization vote they gave the union made a big difference by showing they weren't going to be pushovers," Zinder said. The agreement maintained benefit levels and included across the board pay increases. **Correction**: While Last week's OnPoint reported the new Food 4 Less contract, it only mentioned UFCW Local 135. In fact, the contract was a unity bargaining effort between seven local unions. **OP**

UFCW Members who work for Food 4 Less and staff from UFCW Local 324 count ballots on January 10 at the Local 324's Orange County California headquarters.

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Bob's Discount Furniture Workers Win String of Victories

Salespeople at Bob's Discount Furniture in Carle Place, NY voted on January 20 to join UFCW, making it a total of nine stores where workers will be heading to the bargaining table next month. Workers from these nine stores (in Connecticut, New York, New Jersey, and New Hampshire) will be bargaining for their first contract together. The top issues for these new members going into bargaining will be affordable health care, fair commission pay, and consistent schedules.

Earlier this month, hourly and café workers from the Farmingdale, NY store voted UFCW yes, joining their co-workers in sales (who voted in November). These workers, along with those in Carle Place, are now members of UFCW Local 888. **OP**

Local 38 Workers Stick Together For Gains in Tough Negotiations

On Sunday, January 20, C&S Distribution workers and members of UFCW Local 38 ratified a new three-year contract. The ratification ends a negotiating process that extended for a month and a half. The deal maintains affordable health care coverage and provides wage increases, including a yearly raise of $1 per hour for Tier 1 workers. Tier 2 will get lump sum increases of 3.5% in the first year and 3% in the last two years.

For shifts extending past 8 hours, workers will now earn overtime pay, and workers on their 7th day of work will earn double-time pay. In addition to these improvements, the company agreed to a grievance procedure with time limits.

According to UFCW Local 38 President Russ Baker, at the beginning of the negotiations, morale was low among workers. The company had recently introduced robots in the plant, which led to layoffs, and the salary difference between the two tiers in the company was $8.

The company's original proposal included more than 61 takeaways, including a proposed increase of out-of-pocket health care costs ranging between $6,000 and $12,000 per year and a proposal to hire temporary workers. But members stood strong and told the company they would not extend the previous contract and that members were willing to go on strike if necessary. After several rounds of negotiations, the company agreed to improve its proposal in several key areas. **OP**

Companies Can't Force Workers to Waive Their Rights to Class Action or Collective Lawsuits

In a 2-0 decision issued January 3rd, the NLRB held that a non-union employer committed an unfair labor practice by requiring employees, as a condition of their employment, to sign an agreement prohibiting them from filing joint, class, or collective employment-related claims in any forum including arbitration or court. (D.R. Horton, Inc., 357 NLRB No. 184 (Jan. 3, 2012)).

The agreement required employees to submit all disputes and claims to arbitration but proceed only on an individual basis. Obama appointees Mark Pearce and Craig Becker found that the agreement unlawfully restricted employees' Section 7 right to "engage in concerted activity for mutual aid or protection." (Board Member Dennis Hayes was recused from the case.) Relying on language in the 1932 Norris-LaGuardia Act, which limited federal courts' power to issue injunctions in labor disputes and to enforce "yellow dog" contracts prohibiting workers from joining unions, the Board said the agreement "not only bars the exercise of worker rights at the core of those protected by Section 7, but implicates prohibitions that predate the NLRA and are central to modern Federal labor policy."

The Board also rejected the employer's contention that its ruling conflicted with the Federal Arbitration Act (FAA) and that the Board must "accommodate" the FAA by finding that the agreement's restriction on group claims is lawful. But "even if there were a direct conflict between the NLRA and the FAA,…the FAA would have to yield under the terms of the Norris-LaGuardia Act." The Board stressed that its ruling does not require arbitration of group claims as long as an agreement allows employees to pursue their group claims in court.

Defense attorneys have suggested that the D.R. Horton decision has been undermined by a more recent U.S. Supreme Court decision holding that the Credit Repair Organizations Act, a law aimed at protecting consumers with poor credit, does not prohibit enforcement of a credit card agreement including a mandatory arbitration provision that bars class actions. (Compucredit Corp. v. Greenwood, No. 10-948, Jan. 10, 2012).

While the potential implications of the Supreme Court's broad application of the FAA are disturbing, Compucredit and D.R. Horton involve different laws with different policy considerations. Unless and until it is overturned, D.R. Horton is a valid decision. **OP**