



NATIONAL RIGHT TO WORK LEGAL DEFENSE FOUNDATION, INC.
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April 13, 2011

Lester Heltzer
Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20570

*Re: CWA and its local 4309 and Illias,
Case No. 8-CB-10487*

Dear Mr. Heltzer:

On February 11, 2011, Mr. Theodore Meckler, the attorney for the respondent union in the above captioned case, wrote to the Board notifying the Board that the CWA had changed its agency fee policy and was now accepting continuing objections to the payment of agency fees. Meckler included the "old" CWA notice (Ex. A), to contrast it with the new CWA policy (Ex. B). While that is technically correct, the fact is that the CWA does not communicate that information to individuals under agency fee agreements, but instead published in the Spring 2011 CWA News (Exc. C) an identical – or near identical – policy that makes no mention of the "new" CWA policy.

Sincerely,

John C. Scully

JCS/njr

Enclosure

cc: Theodore E. Meckler
Frederick Calatrello
Susan Fernandez

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud. The document also notes that records should be kept for a sufficient period to allow for a thorough audit.

2. The second part of the document outlines the specific requirements for record-keeping. It states that all transactions must be recorded in a clear and concise manner, and that the records must be accessible to all authorized personnel. The document also requires that records be kept in a secure and protected environment, and that they be subject to regular audits.

3. The third part of the document discusses the consequences of non-compliance with the record-keeping requirements. It states that failure to maintain accurate records can result in the loss of trust in the financial system, and can lead to the imposition of penalties. The document also notes that non-compliance can result in the loss of the ability to detect and prevent fraud, which can have serious consequences for the organization.

4. The final part of the document provides a summary of the key points and reiterates the importance of maintaining accurate records. It concludes by stating that proper record-keeping is a fundamental requirement for the integrity of the financial system, and that all personnel must be held accountable for their actions in this regard.

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 U.S. Supreme Court, including *CWA v. Beck*, 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 12 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 U.S. 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 72-79 percent 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 21-28 percent 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.

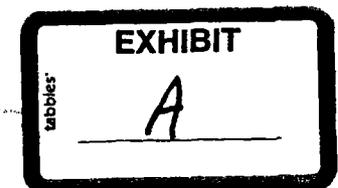
2. Objectors will be given a full explanation of the basis for the reduced fee charged to them. That explanation will include a more detailed list of the categories of expenditures deemed to be "chargeable" and those deemed to be "nonchargeable," and the independent certified public accountants' report 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 mak-

ing 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. In addition agency fee payers who are new to the bargaining unit may object within 30 days of receiving this notice, and employees who resign union membership may object within 30 days of becoming an agency fee payer. Employees filing late objections for either of these two reasons should so indicate 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, Social Security number, CWA Local number, and employer.

Objections must be sent to the Agency Fee Administrator, CWA, 501 Third Street, NW, Washington, DC 20001-2797.



THE UNIVERSITY OF CHICAGO

PHILOSOPHY DEPARTMENT

PHILOSOPHY 101

PHILOSOPHY 102

PHILOSOPHY 103

PHILOSOPHY 104

PHILOSOPHY 105



Your Rights With Respect to Union Representation, Union Security Agreements and Agency Fee Objections

FAIR REPRESENTATION

The Communications Workers of America (CWA) has been chosen through the democratic processes provided by the National Labor Relations Act or the Railway Labor Act as the exclusive collective bargaining representative for this workplace. CWA negotiates and enforces the contract with your employer that sets the terms and conditions of your employment. A copy of that contract is available from your Union representative.

In most locations there will be a CWA steward on the job as your Union representative. Your CWA steward is a fellow worker who has been specially trained to help you understand your contract rights. If you believe the contract has been violated, the CWA steward or representative is the person you should contact. If the problem cannot be handled informally, the first step in securing a remedy is the filing of a grievance. Where a grievance is not resolved through discussions with management, the contract permits it to be resolved by a neutral arbitrator.

Any employee who is faced with possible adverse action by management has the right to Union representation at disciplinary interviews. If you are called into an interview that you believe could lead to discipline against you, be sure to tell whoever calls you to the interview that you want to have a Union representative present.

UNION MEMBERSHIP

CWA has a membership of 700,000 working men and women throughout the country. The Union is an organization of your fellow workers who have come together to improve their terms of employment and protect their rights on the job. Within CWA all decisions are made democratically, either by the members directly in Local meetings or by the members' elected representatives at conventions and Executive Board meetings. The officers, chosen by the Union members in elections every three years, are Union members themselves, and either now work or recently worked in places like the one where you are employed.

You have the right to join CWA and to fully participate in its affairs. The rights of Union members are spelled out in the CWA Constitution and in your Local's bylaws. These are available from your CWA representative.

You also have the right not to join CWA. If you do not join, you will be fairly represented. But you will not have the right to participate in the election of the officers who represent you on the job or to participate in meetings where Union decisions are made.

Negotiating and enforcing your contract are costly endeavors. To spread these costs fairly, those employees who do not join the Union are still required to pay an agency fee. The non-member's fee is generally equal to the dues paid by members. Those non-member agency fee payers with conscientious religious objections to financially supporting a labor organization may arrange to make charitable contributions equal in amount to Union dues instead of paying the agency fee to the Union. In addition, those non-member agency fee payers who conscientiously oppose the Union's efforts in non-collective bargaining areas such as charitable fund-raising, lobbying to improve terms of employment, and organizing to prevent your employer from being undercut by competitors paying substandard wages, may file an objection in accord with the policy on agency fee objections.

UNION SECURITY AGREEMENTS

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.

AGENCY FEE OBJECTIONS

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

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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, social security number, CWA Local number, and employer. Objections must be sent to the Agency Fee Administrator, CWA, 501 Third Street, NW, Washington, DC 20001-2797.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud.

2. The second part of the document outlines the specific requirements for record-keeping, including the need to maintain original documents and to keep copies of all supporting documents. It also discusses the importance of ensuring that records are accessible and retrievable at all times.

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business interests.

Local 7076's 4,000 members don't have full collective bargaining

government paychecks.

"In Tennessee, we have a Republican governor and large Republican majorities in the House

past 11 years, UCW has built a dynamic organization of higher education staff and faculty, even without collective bargaining rights.

"We're standing with the teachers and with all workers who are being attacked, because when they get hurt, it hurts all of us."

union guy. He wants a piece of your codkie."

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Exhibit C

RECEIVED

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NLRB
ORDER SECTION

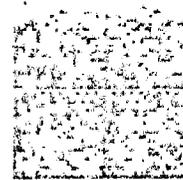


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