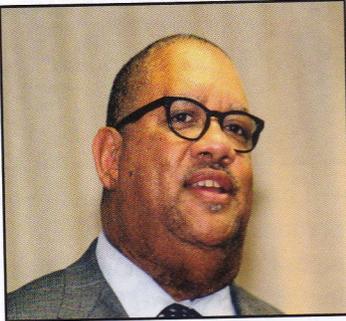


## Change For Us May Not Be Forward Movement



By Fred Wright, President

In the next few weeks, the U.S. Supreme Court will reach a decision on AFSCME Council 31 vs. Janus. This is a case that has been in the news for the last several months. It deals with an agency fee payer arguing that his mandatory payments to the union for its responsibility

to negotiate and enforce the contract is a violation of his freedom of speech rights.

The decision in this case will have an immediate impact on all public-sector unions, i.e. our sisters and brothers who are in unions and work for state, city or county governments. However, the decision will not directly impact members and non-members who work in the private sector, in District Council 47 that's Local 1739. However, I truly believe we will feel the impact of this decision in years to come. As I always say, "an assault to one group of workers' is an assault to all workers".

Think about it. When the manufacturing industry was organized and unions had 35% density in the workforce, working men and women achieved social security, defined retirement plans, employer sponsored medical coverage, a

40-hour work week and safety on the job. Since the decline of labor unions, we have experienced stagnant wages, a shift of cost of healthcare to workers, diminished pensions, less leisure time with our families and inequities in personal income like we have never seen.

It was a reason that members chose to form unions. It was so brothers and sisters could collectively sit across from their employer and bargain for better wages, benefits and working conditions. Unions were never about individuals, but about groups of workers in similar situations demanding respect, their fair share of profits and a safe and healthy work environment. We, both individually and as a group have an obligation to people who must work for a living, to keep Unions viable and strong.

We cannot achieve and maintain our current middle-class standard of living without unions. Let's not be fooled by the propaganda that individually you may be better off negotiating for yourself, not being lumped in with everyone else or the new slogan, "Right-to-Work". Our wages, benefits and rights in our contract were not given by benevolent employers. They were achieved through collective bargaining by members such as yourselves.

Please remember, without a union, all our benefits can be lost with an issuance of a new employer policy.

### AFSCME Local 1739

#### Community and Social Agency Employees

- Building Community
- Protecting Dignity
- Delivering the Future

#### Officers:

President- Fred Wright  
Vice President-Marie Seldon  
Treasurer-James Baylor  
Corresponding Secretary-Ricky Taylor  
Recording Secretary-Teneika Nesmith

#### Executive Members-at-Large:

Thomas Steele  
Rita Starling-Taylor  
Robert Wallington

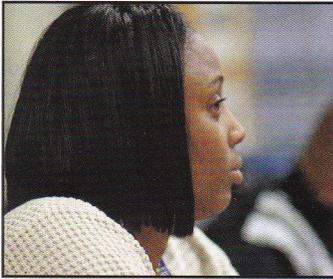
#### Trustees:

Tysha El  
Phil Johnson  
Zakiyyah Snead

1606 Walnut Street • Philadelphia, PA 19103  
Tel: 215.893.3710 • Fax: 215.732.4876  
Email: FGunion1@aol.com

**Sisters and Brothers remember to vote in the primary election on Tuesday, May 15th.  
The next opportunity is coming in the general election on November 6th.**

## Local 1739 Chapter Reports



Zakkiyyah Snead (left) presented the JFCS report at the Board meeting. (right) Local 1739 Vice-President Marie Seldon



DC 47's Robert Wallington (left) and Candido Silva (right) conducted SPIN new member orientation.

### JEVS Human Service

The contract between JEVS Human Service and AFSCME DC 47 Local 1739, which was in effect from October 1, 2014 through September 30, 2017 (extended pending negotiations through Oct 16, 2017), is extended for an additional 25 months, through October 31, 2019. The contract extension was unanimously ratified by the union members on October 26, 2017.

Just to highlight a few of the things that the negotiating team fought to get for the union members:

Wage increase effective Jan 1, 2018 - Pro B's and Pro A's: Pro B's shall receive the greater of the following: (A) \$12.10 per hour; or (B) a wage rate based upon an increase of two and one-half percent (2.5%) and Pro A's shall receive the greater of the following: (A) \$12.50 per hour; or (B) a wage rate based upon an increase of two and one-half percent (2.5%).

All other employees will receive an increase of two and one-half percent (2.5%).

AFLAC: Short Term Disability Plan

Continuation of the medical plan in effect on 10/16/2017. However, the employees' contribution to the medical plan will change effective Jan 1, 2019. The employees' contribu-

tion will increase to \$35, providing they have not joined the Wellness Program. Those employees that have completed a physical exam, the biometric scan and Health Risk Assess-



AFSC's Tysha El giving her report at Local 1739's Executive Board meeting

ment beginning Jan 1, 2018, will have their contribution to their medical reduced by \$20 per month.

JEVS has made several changes to the operations at their Achievement through Counseling Treatment (ACT) program and locations. For approximately six years now, JEVS has contracted with Saint Moritz Security company to help provide a safe environment for both of their facilities. As of January, 2018, JEVS decided to terminate their contract with Saint Moritz, due to a number of security issues, and contract with Mainline Security company. JEVS has also installed metal detectors, and a wand system that will help guard against weapons being present in their facilities.

Additionally, JEVS has made some changes to the services that they provide for the clients that they serve to help increase enrollment. This includes introducing new drugs: Suboxone, and Vivitrol, which are opioid medications. JEVS is also awaiting approval from the State of Pennsylvania, to administer the new drugs.

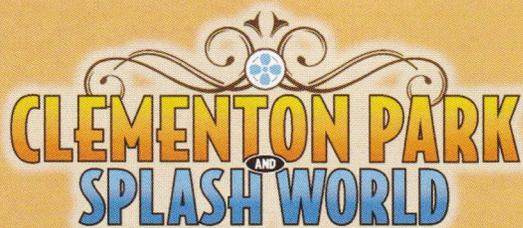
JEVS-ACT programs are also in the planning stages of providing some life skills classes for clients, to help better position them to find employment, which is another step on the road to recovery.

Other changes made by JEVS include hiring a new Executive Director for the ACT programs, Gwendolyn White, whom started on March 19, 2018. Gwen has spent the last eight years at the Consortium as Director of Opiate Treatment Services and then as the Consortium's Division Director for Addiction Services. She replaced Lizanne Welding Mills, whom was with JEVS for the last 18 months.

### Tenants Union Representative Network (TURN)

The contract between TURN and AFSCME DC 47 Local 1739 ended June 30, 2017. TURN management requested a contract extension until October, 2017, indicating that they expected to receive additional funding, with the hopes of being able to negotiate a salary increase. However, TURN did not come back to the negotiating table with Local 1739 until April 6, 2018,

*(continued on page 5)*



**COME JOIN US!**

**AFSCME Local 1739**

**Saturday, July 21<sup>st</sup>, 2018**

**Park Hours: 11am-9pm Food Hours: 12pm-5pm**

**Ticket Price:**

**\$20.00 before 7/6/2018**

**\$30.00 after 7/6/2018**

**Vouchers will be available for discounted parking**

**Ticket Includes**

**Theme Park Rides, Water Park Rides, and 5-Hour Buffet that includes BBQ Chicken, Hamburgers, Hot Dogs, Baked Beans, Potato Salad, Potato Chips, Pickles & Toppings, Frozen Desserts, and Soda**

**Contact:**

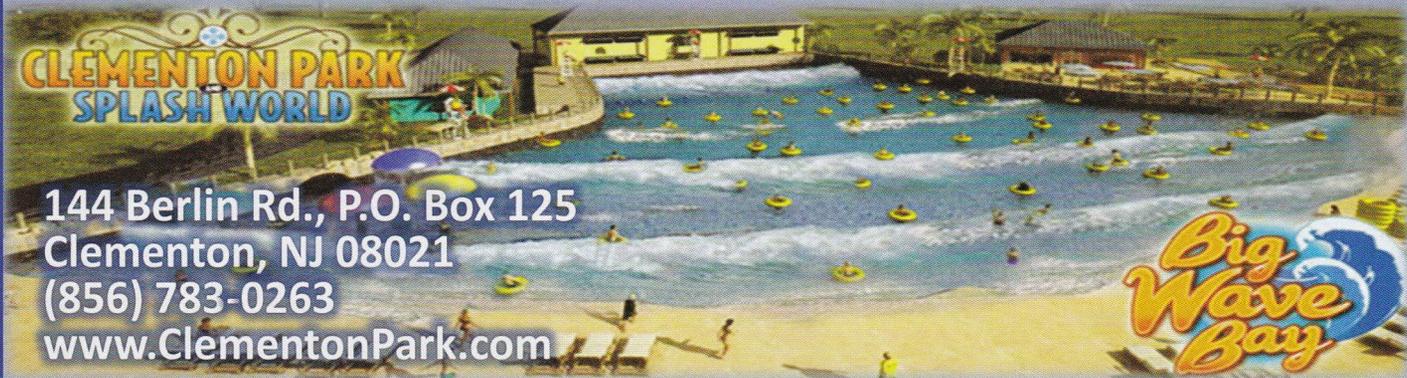
Rita Starling-Taylor: 267-238-3135

Merlin Wahyudi: 215-893-3718

Marie Seldon: 267-235-7288

Robert Wallington: 215-917-8199

**Vouchers will be given with purchase of ticket. They are redeemable at the Parking Kiosk upon entry to the park for discounted rate of \$5.00**



**144 Berlin Rd., P.O. Box 125  
Clementon, NJ 08021  
(856) 783-0263  
[www.ClementonPark.com](http://www.ClementonPark.com)**

## Notice to Members and Non-Members AFSCME LOCAL 1739

Section 7 of the National Labor Relations Act gives employees these rights:

To organize to form, join or assist any union to bargain collectively through representatives of their choice To act together for other mutual aid or protection To choose not to engage in any of these concerted activities

Section 8 (a)(3) of the National Labor Relations Act states: It shall be an unfair practice for an employer- (3) by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: Provided, that nothing in this Act, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization...to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such employment, whichever is late, if such labor organization is the representative of the employees as provided in Section 9 (a), in the appropriate collective bargaining unit covered by such agreement when made.

The membership required under a union security clause pursuant to the above proviso is merely the payment of periodic dues, and initiation fees if applicable. While actual union membership is not required, employees choosing not to join the union must make required payments; will not be entitled to attend union meetings; cannot vote upon the ratification of contracts or other agreements between the employer and the union; will not have a voice in the internal affairs of the union; and will not enjoy "members only" benefits.

All non-members of AFSCME Local 1739 who are obliged to pay an amount equal to period union dues are hereby notified of the Union's procedure for those seeking a reduction of the amounts to be paid based upon union expenditures for matters other than collective bargaining and contract administration.

Non-members who timely object to the payment of an amount equal to union dues and initiation fees, are charged for expenditures for activities, training, communications, research, legal and administrative costs related to collective bargaining, contract administration and grievance adjustment; representational activities involving terms and conditions of employment, discrimination, pension reform/retirement, social security, employee evaluations, unemployment compensation, overtime and minimum wage provisions, environmental issues which effect conditions in the workplace; union meetings of the membership, the executive board, the district council and the national convention, if any; administrative expenses including office rent,

utilities and supplies; expenses for publication of newspapers or newsletter to the extent that said publications cover chargeable activities; and educational and training programs or conferences for the rank and file or staff on issues relating to negotiations, grievance adjustment, duty of fair representation, and other employment related and governance issues.

Objecting non-members are not charged for expenses, if any which are paid from dues which support or contribute to political organizations or candidates; voter registration, get-out-the-vote campaign techniques (i.e. training programs designated to prepare leaders, staff and or members to work in support of candidates for any public office); support for ideological causes not germane to the work of the union in collective bargaining; portions of publications which involve non-chargeable issues; members only benefits and certain lobbying efforts; certain legal services related to basic representational functions with only a remote theoretical benefits to the unit employees.

You are advised that the union has established the following procedure for obtaining a reduction of fees. Please follow these following instructions carefully:

- Non-members who are obligated to pay an amount equal to period dues and initiation fees to the Union may request a reduction of 5% of the regular dues amount by filing an objection. The objection must be made in writing each year during the month of June.

- Employees who newly become subject to a contractual union security clause after June or who otherwise do not receive this notice, shall file any objection within thirty days after the mailing of the notice of the Beck rights. Additionally, members who resign after June must object, if at all, within the thirty (30) from postmark or delivery date, whichever is earlier, of their individual resignation. Any objection under this provision must be received at the below official address within the thirty (30) day window.

- Objections must be sent to the Union Treasurer, James Baylor at 1606 Walnut Street, Philadelphia, PA 19103. Objections not sent to the above address are void.

- Objections must contain, at least, 1) the objectors name; 2) the objectors address; 3) the name of the employer; 4) the non-members employee identification number (where applicable). Objections must be signed by the objector. This information must be provided in order for an objection to be valid.

- Objections will be processed as they are received. All properly objecting non-members will receive a detailed explanation of the basis for the fee reduction if any.

- The objector fee will be reduced commencing July of the year in which the objection is filed through the following June. For employees electing to object pursuant to the pro-

*(continued from page 2)*

indicating that they had not received the funding that they had anticipated and did not have any money. Local 1739's negotiating team will request to have TURN books (financial) audited once negotiations resume.

### **JCC-Kaiserman**

The contract between Kaiserman and AFSCME DC 47 Local 1739 is due to end on September 18, 2018. Union Representatives are working with the shop steward to assemble the negotiating team and put together proposals to submit to management.

### **KleinLife**

The contract between KleinLife and AFSCME DC 47 Local 1739 ended on September 14, 2017. A tentative agreement was reached on November 6, 2017 and ratified on November 15, 2017. The union negotiating team helped secure a one-year contract along with a 2.5% wage increase, retroactive to September 15, 2017, and a payment of \$450.00 (an increase from \$425.00) per month for health insurance. However, the new contracts have not been printed to be able to distribute to the union employees. The Union has reached out to Kleinlife and requested that the new contracts be provided to the members.

### **American Friends Service Committee (AFSC)**

The Union attended a meet and greet session at AFSC, to become familiar with and introduce themselves to the new AFSC General Secretary Joyce Ajlouny and the new Chief Financial Officer Nikki DiCaro on October 4, 2017. The atmosphere and disposition that the Union encountered at the meet and greet session gave a general idea of how turbulent negotiations would be with the AFSC.

The contract between American Friends Service Committee and AFSCME DC 47 Local 1739 ended on September 30, 2017. A contract extension was mutually agreed upon until January 26, 2018. The first negotiating meeting occurred on August 8, 2017, where the Union provided AFSC with its proposals. Despite many requests from the Union to resume negotiations, AFSC did not come back to the table for negotiation until October 11, 2017, indicating a scheduling conflict is what has kept them from resuming negotiations. In the October 11, 2017 negotiation meeting, AFSC's CFO Nikki DiCaro informed the union negotiating team that they did not have the ability to pay wage increases. This prompted a request by the Union to have AFSC financials audited. This request from the Union was met with great resistance by AFSC, so much so that the Union had to file an Unfair Labor Practice Charge. Ultimately, AFSC relented and allowed the Union's accountant to review their financials. The findings of the audit by the Union's accountant was that AFSC did indeed have monies, however

the monies were specifically earmarked for endowments.

On January 24, 2018, the Union and AFSC reached a tentative agreement that was ratified on February 21, 2018. Many thanks to the union negotiating team. They secured a three-year contract, with no increase in wages in 2017, a two-percent (2.0%) increase in 2018, and a two and a half (2.5%) increase in 2019. There is no change in the employees' contribution towards health coverage. As agreed upon on January 24, 2018, discussions regarding AFSC "360" Performance Evaluation Review process will be ongoing, by way of the Labor Management meetings.

### **Jewish Family Children's Services (JFCS)**

The contract between JFCS and AFSCME DC 47 Local 1739 is due to end on August 31, 2018. The Union's representatives are meeting with the shop steward to assemble a negotiating team to present proposals to the JFCS management team.

### **SPIN**

AFSCME DC 47 Local 1739 would like to send a special thanks to the negotiation team of Marie (Missy) Garvin, Tracie Funderburk, Tanya Scott-Wessel, Lisa Anderson, Randy Williams, April Pettis-Murray, and Nick Smith. Through a diversified approach towards negotiations, the team could secure a three-year deal. The deal includes pay increases of 6.25% over the term of the contract, as well as no increases to employee's healthcare. Also, if any employee works on Easter, Mother's Day and Father's Day, they will be paid time and one-half hours on those days. These are a few highlights of the hard work of a great team on negotiating for a better workplace.

AFSCME Local 1739 will continue to work to increase union membership through individual discussions in the workplace. The new CBA between SPIN and Local 1739 has been printed for publication. The contract will be distributed to all designated worksites in the coming weeks. The Union will resume our meetings with members at SPIN's 10980 Norcom Road and other SPIN locations. The scheduled dates are Tuesday May 1, 2018, from 9a-1p at Com-Fit; Tuesday June 5, 2018 from 9a-1p at Com-Fit; Mon. June 25, 2018 from 10a-2p at SPIN Lehigh; Tue. July 3, 2018 from 9a-1p at Com-Fit; Mon. July 23, 2018 from 10a-2p at Com-fit; Tue. August 7, 2018 from 9a-1p at Com-Fit; Mon. August 27, 2018 10a-2p at Com-Fit; Tue. September 4, 2018 from 9a-1p at Com-Fit; Mon. September 24, 2018 from 10a-2p at Frankford Child Services; Tue. October 2, 2018 from 9a-1p at Com-Fit; Mon. October 22, 2018 at Com-Fit from 10a-2p; Tue. November 6, 2018 from 9a-1p at Com-Fit; Mon. November 26, 2018 from 10a-2p at Com-Fit; Tue. December 4, 2018 from 9a-1p Com-Fit;

*(continued on page 6)*

*(Continued from page 4)*

visions of paragraph two, objector fees will be reduced within sixty days after the expiration of the individual's challenge period ending the following June.

- Anyone filing an objection that disputes the detailed explanation and calculations. Be advised, a challenge is not necessary to reduce your fees. Any challenges to the report/and or calculations must be specific and made in writing, to be valid, challenges must be received by the Union only within twenty-one (21) days after the mailing of the report. Challenges must be sent to the Union Treasurer, James Baylor at the address listed in paragraph 3 above. Valid chal-

*(continued from page 5)*

Mon. January 28, 2019 from 10a-2p at SPIN West; Tue. February 5, 2019 from 9a-1p at Com-Fit; Mon. February 25, 2019 from 10a-2p at Com-Fit; Tue. March 5, 2019 from 9a-1p at Com-Fit; Mon. March 25, 2019 from 10a-2p at Com-Fit; Tue. April 2, 2019 from 9a-1p at Com-Fit; Mon. April 22, 2019 from 10a-2p at Parkwood Child Services; Mon. May 7, 2019 from 9a-1p at Com-Fit; Mon. May 27, 2019 Holiday.

This is a full year schedule of meetings to allows CBU

lenges, if any will then be submitted jointly to an impartial arbitrator appointed by the American Arbitration Association. In the event of such challenge, the reasonably disputed portion of the challenger's fee, shall be held in escrow until the challenge is resolved by the arbitrator.

- Employee's right may further be affected by previously executed check off/authorizations.

- The request for a reduction must be renewed each year by filing an objection during the appropriate period. The above procedure shall apply to any subsequent requests unless modified.

- The official mailing list as of the date of printing shall be the official receipt of the mailing of this notice.

employees to have full access to the union with more visibility throughout SPIN. Robert Wallington has accepted a full time Union Representative position with AFSCME DC 47 Local 1739. Robert's sole responsibility will be representing our Union members at Special People in Northeast (SPIN). Robert can be contacted via his email address [Rwallington@dc47.org](mailto:Rwallington@dc47.org).

The new Chapter Chair/Chief Steward for SPIN is Lisa Anderson. The list of union stewards are: April Pettis-Murray; Shante Williams; Natasha Wallace; Dauda Kamara; Jason Chasz; Nick Smith; Randy Williams; Shante Jenkins.



**Local 1739**  
**1606 Walnut Street**  
**Philadelphia, Pa 19103**