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FOR IMMEDIATE RELEASE

Columbus Joins Legal Effort to Protect Workers' Collective Bargaining Rights

Supreme Court case could dismantle contractual agreements, disrupt the safe and efficient delivery of public services

COLUMBUS, OH—Today, City Attorney Zach Klein announced that the City of Columbus is a signatory on an [amicus curiae brief](#) in a critical case pending before the United States Supreme Court that could potentially impact “tens of thousands” of public-sector labor contracts throughout the country, including Columbus. The City of Columbus currently has six collective bargaining agreements that cover thousands of city employees.

Columbus joined dozens of cities and counties nationwide, including the cities of Athens, Belpre, Campbell, Dayton, and Lucas County in Ohio, in filing *amicus* briefs in the case [Janus v. American Federation of State, County, and Municipal Employees, Council 31](#). The brief stipulates the position of Columbus and its fellow signatories that a ruling in favor of the petitioner, Mark Janus, would seriously harm the interests of municipalities by “destabilizing existing contractual relationships and effectively forcing the immediate renegotiation of countless collective bargaining agreements.”

Janus also has the potential to upend the arbitration, grievance, and discipline systems that have been in place through decades of previous contract negotiations. Oral arguments are scheduled for February 26, 2018.

“We cannot turn our backs on working people,” said City Attorney Zach Klein. “They keep our neighborhoods safe, our streets clean; they’re the backbone of our community. During tough economic times, they agreed to make sacrifices, find efficiencies, and use innovative ways to keep our city working. Stifling workers’ voices will prevent us from making Columbus the best place to live and work.”

Mark Janus is a government employee from Illinois who is challenging the constitutionality of fair-share fees for public-sector unions. These so-called fair-share fees allow labor unions to collect remuneration from everyone, regardless of union membership, as all employees benefit from collective bargaining agreements and contractual enforcement efforts negotiated by unions.

Proving that these fees are unconstitutional, according to the [brief](#), would require the Supreme Court to overrule the 1977 case [Abood v. Detroit Board of Education](#).

The Supreme Court’s *Abood* decision recognized that a union’s legal obligation to represent everyone in the bargaining unit (known as the “duty of fair representation”) allows for fair-share fees to be collected from everyone who benefits equally from the union contract, as long as those

fees are used for procuring and upholding these benefits and not directly for the union's political activity.

The [amicus brief](#) states that “[a] decision to overrule *Abood* may require the renegotiation of those agreements, threaten renewed labor strife, and divert the attention of municipal officials from the efficient and effective delivery of public services to restructuring their previously-settled bargaining relationships with their employees.”

City Attorney Klein's belief that having the ability to negotiate labor agreements with well-established entities is in the City of Columbus' best interest is also reflected in the [brief](#), which states, “municipalities have found it easier to cut costs in tight budgetary environments, realize efficiencies in the delivery of public services that workers are in the best position to identify, and implement innovative programs that benefit the taxpayers.”

“By upending our bargaining agreements, this case has the potential to not just impact city employees but all Columbus residents and taxpayers,” said City Attorney Zach Klein. “We cannot allow political motives to undermine our duty and ability to deliver safe and efficient public services to our community.”

This is not the first time that the City of Columbus has weighed in on these important legal questions.

In 2015, Columbus agreed to be a signatory on an *amicus* brief in [Friedrichs v. California Teachers Association](#), which presented substantially the same legal arguments as the *Janus* case. The sudden death of Justice Antonin Scalia in early 2016 left that case tied 4-4.

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