



Plumbing and Mechanical Contractors Association  
of Milwaukee and Southeastern Wisconsin



Established 1936  
Sheet Metal and Air Conditioning Contractors'  
Association of Milwaukee, Inc.

To: Employers Signatory to Labor Agreements with Locals 18, 75, and 601  
From: Lauri Rollings

RE: Right to Work Legislation

### **Right to Work**

To help you understand the new law, below are some frequently asked questions and answers.

#### ***What is the “right to work” legislation?***

Currently, each labor agreement contains language requiring individuals to become a member of the union within a stated time frame (normally within eight days of employment). The right to work legislation makes illegal the language requiring union membership. However, each individual working under the agreement, regardless of his union affiliation or non-affiliation, will remain a member of the collective bargaining unit represented by the union, and therefore continue to receive all of the terms and conditions of the labor agreement, including wages and benefits.

All other aspects of the labor agreements remain unchanged. You are still required to comply with all other parts of the labor agreement, including the hiring process for employees performing work covered by the labor agreement. This requirement is discussed in more detail below.

#### ***Does “right to work” mean I can now hire whomever I want for work previously performed by union members?***

No. The hiring process for work covered by the labor agreement would remain entirely unchanged from the employer’s perspective. Any employee performing work covered by the labor agreement will still be a member of the “collective bargaining unit” represented by the union, regardless of whether that employee pays union dues or is a union member. Membership in the collective bargaining unit and membership in the union are two different things under the law. Membership in the collective bargaining unit is unchanged by the right to

work law. The employer can, and still must, treat all employees as part of the collective bargaining unit, but employers can no longer require the employees to pay the union and be subject to the union's internal rules.

***Can the unions take away my employees' pensions or other benefits if they choose to stop paying union dues or to not join the union?***

No. It is illegal for the union to take away or threaten to take away benefits provided to collective bargaining unit members by the labor agreement. Those benefits include pensions and health insurance. The union also cannot take away or threaten to take away access to all communications provided by the union to collective bargaining unit members.

It is likely that more questions and issues will arise as time goes on. Watch for more updates from the Association and feel free to contact me with any questions about the right to work law.

***What impact will the right to work law have on me as an employer?***

You will need to ensure the signed dues checkoff authorization forms you receive from employees comply with the right to work law. Under the new law, some checkoff authorization forms and some checkoff labor agreement language may be invalid because they continue to include compulsory membership language.

***To ensure there is no illegal language on the dues checkoff form, should employers just use their own dues authorization checkoff forms?***

No. To avoid potential legal problems, employers should not use their own forms. The argument would be that the employer is interfering with the employee-union relationship by using its own dues checkoff authorization form, and may even be actively encouraging employees not to authorize dues checkoff or to revoke a previously existing dues checkoff authorization.

To avoid these potential problems, the employers should rely upon the signed dues authorization checkoff forms they receive from the applicable union when a new employee is dispatched to the employer. Locals 18, 75, and 601 all obtain signed dues checkoff authorization forms when a new member joins the union, and each union sends copies of those signed forms to the employer when the employee is dispatched. All three unions also keep copies of the signed authorization forms on file, so you may request copies for your existing employees from the applicable union.

***Some of our employees have been with us a long time. Do you recommend checking their files to make sure the unlawful language requiring an employee to become a member of the union is not included, or should we just have everybody affected by this change re-sign a new checkoff form?***

Great question, and the answer is very important. Yes, you should check everyone's file to make sure their forms do not require them to become members of the union. You definitely should not simply have everyone sign a new checkoff form because if there are employees who have a valid checkoff form on file (one that doesn't require them to become union members) you could be actually be violating the law by asking them to sign a new form. The argument would be that the employer is interfering with the employee-union relationship in that case, or even actively encouraging them to revoke their dues checkoff authorization. So, if the employee already has a lawful dues checkoff authorization form on file, you should simply continue to deduct and remit union dues as you have in the past because the employee has not changed his mind and you already have a dues authorization for that employee.

***May I stop deducting union dues from my employees' wages now that Right to Work is law?***

No. Right to Work does not change the employer's obligation to withhold dues. The labor agreements contain dues checkoff provisions with which the employer must comply. The employer does not have the right to decide on its own to cease withholding dues for the union, just like they cannot stop paying benefits or doing the other contractual promises contained in the labor agreement. The employee (not the employer) could decide to terminate his membership with the union and terminate his dues checkoff authorization. Union membership and dues checkoff are two separate things, but both involve the employee having a decision and the employer having no decision.

***If Right to Work allows employees to make the choice not to pay union dues, how can they make that choice if I am still automatically taking out the dues from their paychecks?***

An employee may revoke his authorization to have his employer automatically deduct union dues, but only by following the revocation procedures outlined on the dues authorization form. Right to Work does not automatically nullify the employer's obligation to deduct union dues. So, if the employee has

signed a valid dues checkoff authorization form and has not validly revoked that authorization form, the employer must continue to deduct dues and remit them to the union as the employer has done in the past.

***Can I educate my employees on how to revoke their dues checkoff authorizations and how to resign from the union?***

It is illegal for an employer to interfere in the employee's decision whether or not to authorize dues checkoff or whether to be a union member; the employer must remain neutral on these issues. An employer may share information about these issues with its employees only in response to a question from an employee. You cannot proactively educate employees on how to revoke their dues checkoff authorization or how to resign from the union. The bottom line is that the National Labor Relations Board (NLRB) just decided a couple of months ago that when an employer in a Right to Work state takes the initiative to educate employees on how to terminate their obligations (membership obligations or dues checkoff obligations... or both), it is illegal. Quite simply, the government takes the position that these are issues for employees and their union – not the employer. The employer is merely the conduit for sending in the dues because the employers agreed to do so through the labor agreement. Whether or not any employees stay union members or they all leave, the employer is “supposed to” not care one way or the other because it is not the employer's union membership relationship – it is the employee's.

***If an employee asks me for information about how to revoke his dues checkoff authorization or how to resign from the union, what should I tell him or her?***

If you do receive questions about these issues, you should tell the employee you will respond to his question in writing, then send him an email or letter that makes clear that you are responding to his questions and that you are not giving unsolicited advice.

An employee can revoke his authorization for automatic dues deduction without resigning his union membership, but that means he will still be responsible for making dues payments directly to the union. To do so, the employee must revoke his dues checkoff authorization in compliance with the revocation procedures outlined on the applicable checkoff form. The employee will need to look at his individual checkoff authorization to see what the revocation provisions are, but in general, the procedure is that the employee may revoke his dues checkoff authorization only during a very narrow window of time each year (this

window of time varies by the specific form). Generally, the employee must provide written notice to the union at least 60 days but not more than 75 days before the anniversary date of the labor agreement each year. The anniversary dates of our labor agreements is currently June 1, so, for this year, that window of opportunity has already passed. Any employee wishing to withdraw his dues checkoff authorization will have to wait until that window opens up again in the spring of 2016.

An employee wishing to end his obligation to pay union dues altogether must resign from the union. To do that, the employee must send a letter to the union resigning his union membership. It's probably wise for that member to send the letter via certified mail to both the local union and the international union. The employee should understand that simply requesting a withdrawal card is not the same thing as resigning from the union. A withdrawal card does not break the contractual requirement to pay dues to the union. To then end the automatic deduction of union dues from his paycheck, the employee would also have to follow the procedure for revoking his dues checkoff authorization described above.

Please feel free to contact Lauri Rollings with any questions at [lauri@pmsmca.com](mailto:lauri@pmsmca.com) or 414-543-7622 x 253.