

Michigan's Right To Work Law Gets Personal - Union Intimidation And Threats Alleged

October 25, 2013 | [Unions And Union Membership, Labor Relations](#)



Keith J. Brodie

Partner

Last month [we blogged](#) about how the Michigan Education Association (MEA), the union that represents the vast majority of Michigan's teachers, only had one percent of teachers seeking to revoke dues payments under Michigan's Right to Work Law. Well, now we may know part of the reason why.

The [Mackinac Center Legal Foundation](#) has filed unfair labor practices with the Michigan Employment Relations Commission (MERC) on behalf of seven teachers who say they were intimidated and bullied by the MEA. More specifically, it is alleged the MEA was less than forthcoming about its "August window" to withdraw from the Union. The details of MEA's alleged actions and the ULP Charges appear in both the Mackinac Center's [press release](#) and a [related article](#).

The issue is this: The [MEA Bylaws](#) provide that in order to withdraw from the union, a member must provide notice of the withdrawal within a 31-day period in August. Notice provided at any other time of the year will not be effective. As we have [previously discussed](#), such "window periods" have been upheld by the NLRB for the private sector in the context of dues payroll deductions, even in Right to Work states (although automatic dues deduction is not an issue in the MEA case, since Michigan law [was changed last year](#) to prohibit payroll deductions for union dues for school employees). MERC has also specifically approved the MEA August window period as acceptable under Michigan law in the past. However, the teachers in this case claim that Michigan's new Right to Work law changes the legality of such window periods.

By all accounts this is an open issue that needs to be addressed specifically under Michigan's Right to Work statutes. NLRB rule is not necessarily applicable given that it interprets the NLRA, and not Michigan's Public Employment Relations Act ("PERA"), which applies to the MEA teachers in this case. It remains to be seen whether MERC will consider the Right to Work law to change not only an employee's ability to leave the union and stop paying dues, but also what types of restrictions public unions can put on the timing and manner of such requests.

See all of our previous Right to Work coverage [here](#).

RELATED PRACTICE AREAS

Collective Bargaining
Labor and Employment
Labor Relations
Union Avoidance

RELATED TOPICS

Labor Unions
Right to Work