

## In The Wake Of Indiana's Passage Of The Right To Work Law, Questions Remain Unanswered

February 13, 2012 | [Labor And Employment](#)

Less than two weeks ago, Indiana became the first state in the Rust Belt to [pass a Right-to-Work law](#) intended to solidify employee choice for union dues and make the state more economically attractive to outside business. However, certain questions regarding the payment of union dues remain unanswered.

For example, when an employee separates his employment and/or resigns from the union, is that employee still required to pay union dues? Under the current state of the law, the answer is *maybe*. While employees are not ordinarily required to continue paying dues upon separation of employment/resignation from the union, the Board has held that an employee will be required to pay those dues if the check-off authorization specifically permits it (even in a Right-to-Work state). In fact, the [National Right to Work Organization](#) acknowledges this possibility: "The dues check-off authorization form which you signed may contain a restriction on the period during which it can be revoked; whether that restriction is effective after you resign depends upon the exact language of the form. Even if you resign your membership in a Right-to-Work state, it is possible that you will have to wait until a designated "window period" arrives in order to revoke the dues check-off authorization."

By way of example, here is a standard Steel Workers check-off provision in a RTW state:

*Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues...*

*This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.*

This tension underlines the importance of the language in the check-off authorization as well as the need for the employee to diligently monitor the revocation period provided by the authorization. As the week goes on, we will identify and discuss additional issues/implications arising from the RTW legislation including preemption of wage laws and reopening contract negotiations.

### RELATED PRACTICE AREAS

Labor and Employment  
Labor Relations