

Wisconsin's Right-to-Work Legislation: Answers to Frequently Asked Questions

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Employers have questions concerning Wisconsin's Right-to-Work legislation and the impact it will have on the obligation of employees to pay dues to respective unions now that Governor Walker has signed the legislation. The answers to some of those questions are as follows:

1. When will the law take effect? Governor Walker signed the Right-to-Work legislation on Monday, March 9, 2015. The law takes effect immediately. For employers and unions with collective bargaining agreements in effect prior to March 9, 2015, the law takes effect when that current contract with provisions inconsistent with the Right-to-Work legislation expires, is modified, or is amended.

2. What does the law require? The law protects the choice of the employee to belong or not belong to a labor organization. The law prohibits any person, as a condition of obtaining or continuing employment, from requiring an individual to engage in the following conduct:

- refraining or resigning from membership in, voluntary affiliation with, or voluntary financial support of a labor organization;
- becoming or remaining a member of a labor organization;
- paying any dues, fees, assessments, or other charges or expenses of any kind or amount, or providing anything of value, to a labor organization;
- paying to any third party an amount that is in place of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of, or employees represented by, a labor organization.

Any person who violates the law may be guilty of a Class A misdemeanor.

3. If an employee does not want to pay anything to the union, then will the employee have to? No. The law specifically prohibits an employer from requiring, as a condition of employment, that any employee covered in a bargaining unit contribute anything to a labor organization. While some employees may voluntarily choose to support the efforts of the union, there is no legal obligation for employees to do so if the collective bargaining agreement is subject to the right-to-work legislation.

4. If an employee initially chooses to pay union dues but later changes his or her decision, then what does the employee need to do? The law specifically addresses that question. The employer is not allowed to deduct union dues unless it receives a written statement signed by the employee that authorizes the deduction. The law also gives the employee the right to terminate that payroll deduction authorization form with 30 days' notice to the employer. The employee can revoke the authorization with 30 days' notice to the employer.

5. Will union dues automatically be deducted after a pre-Right-to-Work collective bargaining agreement expires, is modified, or is extended? No. The law states that an employer is prohibited from deducting union dues unless the employee gives a written authorization for deduction of union dues to the employer. This means that if the employer does not receive authorization, then no dues should be deducted from the employee's paycheck.

6. If an employee does not pay union dues, then is the employee still represented by the union? Yes. The Right-to-Work legislation does not change the underlying obligation of the employer to negotiate in good faith with an exclusive collective bargaining representative over wages, hours, and conditions of employment. Further, the union still has a "duty of fair representation," which obligates the union to represent an employee's interests without regard to any decision the employee may make about paying dues to the union. The union must still represent the employee's interests at the bargaining table, and must be willing to enforce any contractual rights the employee may have while administering the contract on a day-to-day basis.

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