

**United States Government
National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL**

Advice Memorandum

DATE: February 29, 2008

TO : Gerald Kobell, Regional Director
Region 6

FROM : Barry J. Kearney, Associate General Counsel
Division of Advice

SUBJECT: United Steelworkers, Local 1355 536-5025-3300
(Tri-County Industries, Inc.)
Case 6-CB-11453

This case was submitted for advice on whether the Union violated Section 8(b)(1)(A) by requiring employees to sign a dues checkoff authorization before being permitted to vote on ratification of a first contract.

We conclude that the Union lawfully may require employees to execute a dues checkoff authorization prior to allowing them to vote on contract ratification.

The essential facts of this case are not in dispute. Upon reaching a first collective-bargaining agreement with the Employer, the Union held a meeting to present the contract to employees and conduct a ratification vote. At the meeting, the Union informed employees that in order to vote on contract ratification they must first sign a combined union membership and dues checkoff authorization card. The charging party alleges that this requirement was unlawful. There is no evidence that employee ratification was a condition precedent to the formation of the agreement.

Procedures relating to the adoption, ratification, or acceptance of collective-bargaining agreements have long been recognized as "matter[s] . . . exclusively within the internal domain of the Union."¹ As such, a union is not obligated to obtain ratification of any collective-bargaining agreement that it negotiates on behalf of employees it represents.² If a union does choose to seek employee ratification, it is for the union "to construe and apply its internal regulations relating to what would be

¹ Houchens Market of Elizabethtown, Inc. v. NLRB, 375 F.2d 208, 212 (6th Cir. 1967). Accord, Movers & Warehousemen's Assn. v. NLRB, 550 F.2d 962, 965 (4th Cir. 1977).

² North Country Motors, 146 NLRB 671, 674 (1964).

sufficient to amount to ratification.”³ A union is similarly entitled to determine the benefits and conditions of union membership. For instance, a union may exclude nonmembers from attendance at union meetings. Again, these matters are solely within the internal domain of the union as long as they do not interfere with the employment relationship.

Here, the Union requires employees to sign a dues checkoff form as a condition of union membership. Union membership, in turn, is required as a condition of participating in a contract ratification vote. Both matters are purely internal and, as such, do not run afoul of Section 8(b)(1)(A).⁴

Accordingly, the Region should dismiss this charge, absent withdrawal.

B. J. K.

³ M & M Oldsmobile, 156 NLRB 903, 905 (1966), *enfd.* 377 F.2d 712 (2d Cir. 1967); Childers Products Co., 276 NLRB 709, 711 (1985), *review denied* mem. 791 F.2d 915 (3d Cir. 1986).

⁴ We note that dual membership/checkoff forms have been found unlawful where they are the sole means for an employee to satisfy its union security obligations. See SEIU Local 74 (Parkside Lodge of Connecticut), 323 NLRB 289, 289 n.4 (1997); CWA Local 1101 (New York Telephone), 281 NLRB 413 (1986). If the Union here does not provide an alternative means for employees to become financial core members, then the use of this dual purpose card may be unlawful.