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

Advice Memorandum

DATE: April 21, 1998

TO : James J. McDermott, Regional Director
Region 31

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

SUBJECT: American Mutual Protective Bureau 530-4875-6700
Case 31-CA-23117 530-6050-5000
530-6050-5075

This Section 8(a)(5) case was submitted for advice on whether the Region should argue that the Employer, as a "perfectly clear" successor under Burns,[1] unlawfully discontinued dues checkoff deductions after the bargaining agreement expired.

We conclude, in agreement with the Region, that further proceedings are warranted to place before the Board the General Counsel's position that dues checkoff, like other terms of employment, survives contract expiration.[2]

B.J.K.

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[1] NLRB v. Burns Security Services, 406 U.S. 272 (1972).

[2] See Hillhaven Corp., Case 20-CA-26687, Appeals Minute dated December 7, 1995. See also Grane Healthcare, Inc., Case 6-CA-28301, Advice Memorandum dated November 29, 1996, where we authorized the Hillhaven theory against a similarly situated "perfectly clear" Burns successor.