Dues Check Off Provisions Once Again Expire With CBA, NLRB Rules

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Union Dues

The National Labor Relations Board continued its holiday season gift-giving for employers on Monday when it issued a ruling that allows employers to stop deducting union dues from employee paychecks after the expiration of a collective bargaining agreement.

It is commonplace for unions to bargain for a “dues check off” provision in collective bargaining agreements. Such a provision requires the employer to automatically deduct dues from employee paychecks and remit them to the union after the employee authorizes such a deduction. The mechanism is key for union checkbooks, as it removes the administrative burden of collecting dues from each member and ensures a steady flow of revenue.

For more than 50 years, until 2015, the NLRB had ruled that once the collective bargaining agreement expires, the dues check off provision is no longer in effect and an employer can discontinue its practice of collecting union dues from each employee paycheck. That Board law gave employers leverage in negotiations, as unions knew that once the contract expired they would face a challenge in maintaining their revenue stream.

As it did with much employer-friendly precedent, the Board during the Obama Administration reversed this precedent and ruled that dues check off provisions are an item that survive expiration of the collective bargaining agreement, requiring employers to continue the practice after expiration.

The December 16, 2019, decision in *Valley Hospital Medical Center, Inc.* returns to the longtime standard that dues check off provisions are a contractual item that only last for the life of the agreement, providing unionized employers with another tool in negotiations.