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M E M O R A N D U M
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This section addresses the question of whether an individual, who elects to only pay financial-core dues to the union, is considered a member of the union. Much of the confusion regarding these terms stems from the fact that unions, oftentimes, apply a different meaning to these terms than the law provides. Regrettably, unions desire to keep these terms confusing as they seek to limit the number of full members who assume the status of “members” for purposes of a union security clause, *i.e.*, those who elect to pay only financial core dues.

According to unions, membership refers to a worker who has joined the union, generally paid an initiation fee, pays full union dues, possibly pays assessments, and has agreed to comply with the Union Constitution, Bylaws, the Collective Bargaining Agreements to which the union is a party, and other rules and regulations. It is to be noted that this definition of “member” to a union is not the same as the meaning of “member” under the National Labor Relations Act.

The Collective Bargaining Agreements negotiated by unions are permitted to contain a security clause requiring that individuals who obtain union employment be “members of the union in good standing.” Based on Federal statutory law and United States Supreme Court jurisprudence, the term “member” does not have the same definition as described above. For example, in *N.L.R.B. v. General Motors Corp.*, 373 U.S. 734 (1963), the Supreme Court held that “[i]t is permissible to condition employment upon membership, but membership, insofar as it has significance to employment rights, may in turn be conditioned only upon payment of fees and dues. ‘Membership’ as a condition of employment is whittled down to its financial core.”).

^{1/} In providing a further nuance to *General Motors*, the Supreme Court in *Communications Workers of America v. Beck*, 487 U.S. 735, 745 (1988), held that the term “financial core” does not include “the obligation to support union activities beyond those germane to collective bargaining, contract administration, and grievance adjustment.”^{2/}

^{1/}*General Motors*, 373 U.S. at 742.

^{2/}*Beck*, 487 U.S. at 745.

Based on these principles, all that is required to be a “member in good standing” for purposes of a union security clause is that an individual pay the regular initiation fee and the regular periodic dues. This is referred to as paying “financial core dues”. The individual may also request that the dues be reduced to a level that reimburses the union for the approximate cost of representation of the collective bargaining unit. Such an individual is referred to as “Beck” status.

It is an inaccurate statement that a financial core dues payer has no rights whatsoever, a position that is unjustly held by certain individuals, including Musicians Local 47. **A core-dues payer is a “member” in the sense that he/she is still a part of the collective bargaining unit and is eligible to procure union employment.** Such a position is confirmed by the Third Circuit’s holding in *N.L.R.B. v. Local 54, Hotel Employees & Restaurant Employees International Union, ALF-CIO*, 887 F.2d 28 (3d. Cir. 1989). In *Local 54*, the Third Circuit held that **the union commits an unfair labor practice when it refuses to recognize financial core status as a permissible form of union membership.** In so holding, the Third Circuit noted that “an employee required by a union security agreement to assume financial ‘membership’ is not subject to union discipline. **Such an employee is a ‘member’ of the union only in a limited sense.**”^{3/}

The union has the same obligation to represent financial core dues payers, as it has to represent the full union member as defined by the union. Financial core dues payers are eligible for the same employment benefits as the other members including the payment of contributions to health and unemployment plans, and special payments.

Thus, while the union will contend that the financial core dues payers are not union members at all, the law provides otherwise. **A financial core dues payer is a “member in good standing” for purposes of a union security clause, contractual benefits of the Collective Bargaining Agreements to which the Union is a party, and is entitled the same Union representation as all other union members.**

And finally, it is to be emphasized that unions are absolutely prohibited from discriminating against financial core members in terms of representation and application of the various Collective Bargaining Agreements to which the union is a party.

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^{3/}*Local 54*, 887 F.2d at 30-31.