KNOW YOUR WORKPLACE RIGHTS!

A Guide for Charter School Employees

Fifth Edition

by
National Right to Work Legal Defense and Education Foundation, Inc.

5th edition
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What This Guide Covers

This guide discusses, in general terms, the rights of charter school employees when there is a union present, or attempting to gain a presence, at their school or workplace. The guide focuses on educating charter school employees about their rights so they can make informed decisions about union membership and representation and not become victims of compulsory (or forced) unionism abuse.

Over the years, the United States Supreme Court has set forth specific rights for teachers and employees when they face compulsory unionism. These rights find their protection in the First Amendment of the United States Constitution. Similar and other teacher and employee rights are also found in the National Labor Relations Act ("NLRA") and state statutes. For a summary of Supreme Court cases concerning these employee rights, see **APPENDIX A**, page 48.

The single purpose of the National Right to Work Legal Defense Foundation is defending employees against compulsory unionism abuses.

After reading this guide, if you have questions about your rights when there is a union present at your school or attempting to gain representation status with your employer, you may contact the National Right to Work Legal Defense Foundation at (800) 336-3600, at legal@nrtw.org, or at https://www.nrtw.org/free-legal-aid/.

About the Right to Work Principle, the Foundation, and This Guide

The Right to Work principle—the guiding concept of the National Right to Work Legal Defense Foundation—affirms the right of every American to work for a living without being compelled to support or belong to a union. Compulsory unionism in any form—"union," "closed," or "agency" shop—is a contradiction of the Right to Work principle and the fundamental human right that the principle represents.

The National Right to Work Legal Defense Foundation, established in 1968, is a nonprofit, charitable organization.[1] Its mission is to eliminate coercive union power and compulsory unionism abuses through strategic litigation, public information, and education programs.

The Foundation's legal aid program is designed to fulfill two objectives: to enforce employees' existing legal rights against forced-unionism abuses and to win new legal precedents expanding these rights and

[1] Individuals, corporations, companies, associations, and foundations are eligible to support the work of the Foundation through tax-deductible gifts. In addition to cash donations, the Foundation accepts contributions of gift annuities, bequests, stocks, bonds, appreciated real estate, life insurance policies, and the dividends paid on those policies.

protections. These objectives are fulfilled through the litigation of cases involving: misuse of forced union dues for political purposes, union coercion violating employees' constitutional and civil rights, injustices of compulsory union "hiring halls," union violations of the merit principle in public employment and academic freedom in education, union violence against workers, injustices of union organizing, and violations of other existing legal protections against union coercion.

This guide is intended for general educational purposes only, and to provide accurate and authoritative information at the time it is published. It is not intended to provide legal advice or services. Facts and legal principles applicable to specific situations may vary. Any person with a legal problem should consult competent legal counsel and should not rely on this guide in making any legal decisions.

Table of Contents

Key Terms and Definitions

Understanding your rights as a charter school employee begins with understanding the language used to describe them. This section defines key terms related to employee rights, unionization, and labor law.

- **Agency Shop:** a "union security" arrangement where employees are not required to join the union but must pay fees related to representation.
  NOTE: These arrangements are not permitted in Right to Work states and were limited in the public sector by the Foundation-supported Supreme Court's *Janus v. AFSCME* decision.

- **Bargaining Unit:** a group of employees with a shared community of interest (e.g., job duties, workplace, conditions) that is eligible to be represented by a union in collective bargaining as determined by the appropriate federal or state labor board.

- ***Beck* Objection:** the right of non-member employees to limit their financial support to a union when they are required to pay dues or fees as a condition of employment. This right stems from the Foundation-supported Supreme Court case *Communications Workers of America v. Beck*. Essentially, employees can object to paying dues or fees for union activities that are not directly related to collective bargaining, contract administration,

or grievance processing like those that go toward political, ideological, or other non-representational activities.

- **Card Check:** a method used by unions to organize workers and gain recognition as the bargaining representative of a group of employees without a formal secret-ballot election thereby allowing unions to skip the time and expense—and potential risk of losing—that comes with secret-ballot elections.

- **Charter Management Organization (CMO):** a nonprofit organization that operates and manages multiple charter schools.

- **Closed Shop:** a "union security" arrangement requiring that employees become union members *before* being hired. (This has been illegal in the private sector since the Taft-Hartley Act of 1947 and was never legal in the public sector.)

- **Collective Bargaining:** the process by which a union and employer negotiate over wages, hours, benefits, and other working conditions. The result of these negotiations is a CBA.

- **Collective Bargaining Agreement (CBA):** a legally binding contract between an employer and a union that outlines the terms and conditions of employment for every employee in the bargaining unit.

- **Compulsory Unionism:** a term used to describe situations where employees must, as a condition of employment, support a union financially.

- **Dues Deduction Authorization:** a personal agreement (also known as "Checkoff") allowing an employer to automatically deduct fees from an employee's paycheck and remit them to the union. These agreements often include terms limiting the signor's right to revoke or cancel the agreement to a narrow "revocation window" period.

- **Duty of Fair Representation (DFR):** a legal obligation requiring unions to represent all employees in a bargaining unit fairly, in good faith, and without discrimination, regardless of whether the employees are union members or not. The DFR prohibits unions from acting arbitrarily, discriminatorily, or in bad faith when representing employees' interests.

- **Education Management Organization (EMO):** a for-profit company that manages charter schools under a contract.

- **Exclusive Representation:** a special privilege granted to unions under state or federal law where a single union has the exclusive legal right to represent all employees in a particular bargaining unit, even those who are not union members or want union representation.

- **Monopoly Bargaining:** a special privilege granted to unions under state or federal law where a single union has the exclusive legal right to represent all employees in a particular bargaining unit, even those who are not union members or want union representation.

- **National Labor Relations Act (NLRA):** the main federal law governing private sector labor relations between employers and unions in the United States and protecting the rights of most private sector employees—including many charter school employees.

- **National Labor Relations Board (NLRB):** the federal agency responsible for administering and enforcing the NLRA. The NLRB conducts secret-ballot elections and processes unfair labor practices.

- **Right to Work:** the principle that every employee in the United States should have the right to work without being compelled to join or assist a labor union.

- **Unfair Labor Practice (ULP):** any employer or union conduct that violates or infringes on the rights of employees as defined by labor laws regarding union activity, collective bargaining, and fair representation. Employees may file a ULP charge with the NLRB or an appropriate state agency.

- **Union Authorization Card:** a card signed by an employee indicating their support for union representation. These cards may be used to trigger a representation election or request employer voluntary recognition of the union.

- **Union Non-member:** an employee who either refuses to join the union or has resigned their union membership.

- **Union Security:** a contractual provision of a CBA that requires all covered employees to join or financially support the union as a condition of employment.

- **Union Shop:** a "union security" arrangement where employees must join the union *after* being hired (typically within a set period). **NOTE:** These arrangements are not permitted in Right to Work states and were limited in the public sector by the Foundation-supported Supreme Court's *Janus v. AFSCME* decision. Where otherwise legal, union shops are illegal to the extent that the requirement of formal union membership is enforced.

  If there is a term related to charter school employee rights not listed in this section, you can contact a Foundation staff attorney at 800-336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/.

An Introduction to Charter School Employee Rights

In recent years, the landscape of unionization in charter schools has begun to shift. From initially opposing charter schools, unions are now organizing them. Although unionization rates in charter schools remain relatively low—about 10 to 12 percent nationwide—a growing number of educators have found themselves on the front lines of union campaigns that greatly differ from those of a decade ago.

In states like Arizona, California, Illinois, and New York, unions are adopting more aggressive tactics, often with backing from legislators who are sympathetic to their cause. New laws, supported by union allies, now make it easier than ever for unions to organize workplaces rapidly and with little resistance.

For instance, in 2023, the Illinois General Assembly passed the "Charter Neutrality Law" (HB1120). This law effectively abolished traditional secret-ballot elections for Illinois charter school employees and replaced them with the "Card Check" process, meaning the union gains automatic certification if a majority of employees simply sign authorization cards when confronted by union organizers—without ever casting a vote.

The "Charter Neutrality Law" also ties a charter's renewal to the school's agreement not to express an opinion on union organizing efforts. In other words, charter schools lose the right to inform their employees about the potential impact of unionization. Consequently, under such rules, employees must rely solely on the union's promises for a brighter future in making a decision.

Illinois' "Charter Neutrality Law," along with similar legislative efforts in several other states, represent an unprecedented, organized movement to give unions a free pass into charter schools by bypassing the democratic safeguards of robust debate and secret-ballot elections that were traditionally designed to preserve employee free choice.

Even in historically union-resistant states like Arizona, charter schools are seeing their first successful union elections.[2] While touted as a win for workers' rights, the introduction of union bureaucracy into the charter school sector threatens the flexibility and innovation charter schools were designed to foster.

These developments may not reflect a surge—but they do signal a strategic shift: unions have homed in on local wins, legal shortcuts, and speed to commandeer what they previously opposed and avoided.

Why does it matter? Simply put, union priorities challenge charter school goals. By imposing rigid work rules, protecting underperformance, and shifting

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[2] BASIS Tucson North teachers unionized the first charter school in Arizona, accepting American Federation of Teachers Arizona in a 34-17 vote.

focus away from student outcomes toward shortsighted employee entitlements and political influence, these efforts echo the very issues traditional public schools have long faced under union influence. That is why understanding your workplace rights—before, during and after any organizing effort—is more important than ever no matter where you are.

Whether you are in a unionized school, facing a new organizing campaign, or simply want to protect your ability to choose, this guide will equip you with the tools to stay informed, assert your rights, and make informed and empowered decisions.

The good news? Employees still have rights—and choices. Even in environments where laws tilt the playing field in favor of union organizers, charter school employees are not powerless. You have the right to speak out, to seek information, to push back against misinformation, and—if necessary—to challenge or even remove unwanted union representation through legal means.

This guide exists to ensure you are not navigating these decisions in the dark. Whether it's understanding how unions gain recognition, what "Card Check" really means, or how to start a decertification process, this manual is designed to empower you with clarity, confidence, and concrete next steps.

Employees are encouraged to contact Foundation staff attorneys for free legal advice on how these cases impact their rights. They may do so by calling 800-336-3600 toll free, emailing legal@nrtw.org, or visiting https://www.nrtw.org/free-legal-aid/.

Employee Rights in Three Minutes

- ✓ **Right to Refrain from Union Membership:** Federal law prohibits unions from requiring employees working anywhere in the United States to become full, dues-paying union members even if a collective bargaining agreement states full union membership as a condition of employment.

  NOTE: the most that the National Labor Relations Act ("NLRA") and many state labor laws allow unions and charter schools or CMO/EMO to enforce is a bargaining agreement that requires employees to pay certain fees to the union as a condition of employment.

- ✓ **Right to Resign from Union Membership:** Under the NLRA, union members have the right to resign from formal union membership at any time.

  NOTE: the law treats the payment of union dues as separate from and unrelated to union membership.

- ✓ **Right to Work:** Charter school employees at private charter schools in the 26 states covered by Right to Work laws[3] cannot be required to pay any union fees to keep their jobs.

  Similarly, under *Janus v AFSCME, Council 31*, no employee that works for an employer that is subject to the First Amendment of the U.S. Constitution

[3] For a map of the 26 Right to Work states, see **APPENDIX B**, page 63.

can be forced to pay union fees as a condition of employment.

NOTE: Employees who pay dues via payroll deductions may be subject to highly restrictive window periods for revoking those deductions due to the terms of the authorization agreements they previously signed.

- ✓ **Right to Remove the Union from the Workplace:** Most charter school employees have a legal right to petition to remove an unwanted union from their workplace through a secret-ballot election.

- ✓ **Right to Deauthorize the Union from Collecting Forced Dues:** Charter school employees subject to a bargaining agreement containing a forced union dues provision have the right to petition the NLRB for an election to "deauthorize" the union from enforcing that provision. In other words, a successful deauthorization election means no employee has the obligation to pay any fees to the union.

- ✓ **Right to Fair Representation:** Because unions enjoy "exclusive representation," they have a legal duty to fairly represent all charter school employees in their bargaining units, whether they are members of the union or not.

- ✓ **Right to Object to the Use of Dues for Union Politics:** In non-Right to Work states, private charter school employees may be required to pay certain union fees regardless of membership

status. However, non-union employees can reduce their monthly fees by submitting a written letter to the union objecting to its political, ideological and other nonbargaining expenditures. Upon receiving the objection, the union is required to reduce the fees to reflect only the union's documented costs related to collective bargaining and not for activities such as politics, lobbying, public relations, organizing, or unlawful strikes.

- ✓ **Right to Object to Union Support on Religious Grounds:** Non-members with sincere religious objections to supporting a union or some of its activities have the statutory right to ask both the union and charter school to accommodate their inability to financially support a union. Religious objectors are not required to belong to a specific church to claim this right.

- ✓ **Right to Work during a Strike:** Union members who want to work during a strike can do so provided they resign from union membership before going to work. Otherwise, they could be fined by the union. If a charter school employee is already a union non-member, then he or she can work any time during a strike and not be lawfully fined. Union members who work during a strike may be disciplined by the union, including by court-enforceable fines.

  NOTE: There are some differences in the law and protections available to public and private sector employees. Depending on the state law and facts specific to each charter school, charter school

employees can be considered either public sector or private sector employees—even if the charter school is called or generally considered a "public" school. To learn how to determine whether your charter school is public or private for labor law purposes be sure to contact a Foundation staff attorney at https://www.nrtw.org/free-legal-aid/.

What Are My Rights if a Union is Conducting a "Card Check" or Organizing Drive at My Charter School?[4]

If a union collects signed "authorization cards" from 50% plus one of the charter school employees in your bargaining unit at your charter school, your employer could, or may be required to, recognize the union as the monopoly bargaining representative of your bargaining unit without a secret-ballot election.

You have the legal right to: (1) not sign a union authorization card; (2) revoke any authorization card you may have signed; and (3) sign and circulate a petition against union representation.

> **NOTE:** You may be denied the right to decertify or remove an unwanted union for up to one year after the employer's recognition of the union or up to three years after the employer and union sign a collective bargaining agreement, whichever

[4] The rights explained in this section are based on the NLRA and NLRB case law and, therefore, only apply to private sector charter school employees. If you have questions on this subject matter or are a public sector charter school teacher or employee, where similar rights may apply, contact a Foundation staff attorney at (800) 336-3600, or legal@nrtw.org, or go to https://www.nrtw.org/free-legal-aid/.

is longer. *Lamons Gasket Co.*, 357 N.L.R.B. No. 72 (2011).

(1) **You have a legal right to refrain from signing a union authorization card.** Whether you wish to sign such a card is completely up to you. It is unlawful for an employer or a union to threaten or coerce any employee to sign a union authorization card, or to misrepresent the purpose of the card.

For example, it is unlawful for a union or employer to tell you that if you do not sign a card, you will be fired when the union becomes the monopoly bargaining representative. You should also be wary of union propaganda that claims, "[w]e already have a majority of signed cards, and we want you to sign in order to show the employer that we really have a united workforce." If the union truly had a majority of signed cards, it likely would have already demanded "exclusive representation" status from the employer.

(2) **You have a legal right to revoke any union authorization card that you have signed.** It is illegal for a union to restrict your right to revoke such a card. You may revoke it by signing a letter, card, petition, or other document stating that you do not support the union, do not wish to be a member, and do not wish for the union to serve as your bargaining representative.

You may wish to use certified mail, return receipt requested, to convey your revocation, but you do not have to. For a sample letter to revoke an authorization card, see **APPENDIX C**, page 64. Be sure to send a copy of the revocation letter to your employer so it will

know that you do not support the union, especially if the union still tries to use your old card as proof of your support. While you are not required to inform your employer that you oppose union representation to invalidate your previously signed authorization card, if you fail to inform the employer that you revoked the authorization card you previously signed, the employer (or some third party "card counter") may wrongfully consider you as a union supporter during any card count.

If you are opposing a union "Card Check" organizing campaign, here is something to keep in mind: If 50% or more of charter school employees in a bargaining unit sign a card or petition *against* union representation, it is mathematically impossible for the union to organize your school or CMO/EMO via a "Card Check" for one year.

If you have questions regarding these rights, contact a Foundation staff attorney at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/.

(3) You have a legal right to sign and circulate cards or petitions against union representation. You have the legal right to campaign against union representation if you choose, provided that it is done on non-work time (such as during work breaks) and in non-work locations (such as in break or lunch rooms). An employer cannot discriminate against charter school employees based on their opposition to or support of union representation, if done on non-work time in non-work areas. If you oppose union representation, signing and circulating such a petition may be the most

important way to exercise your legal right to refrain from union representation. For a sample petition, see **APPENDIX D**, page 68.

Every charter school employee has a protected legal right to decide whether to sign a union authorization card, free from threats, restraint, harassment, coercion, or misrepresentation. The Foundation takes no position about how you should exercise your rights. It simply wants all employees to make this choice in an atmosphere free of restraint, threats, and coercion.

If you have questions about your rights when a union conducts a "Card Check" campaign or attempts to organize your charter school workplace, you should contact a Foundation staff attorney at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/ to get answers in dealing with the appropriate state agency court, or NLRB office to take action against the individuals or entities that are interfering with your rights.

If There Is a Union in My Charter School, Can I Be Required to Be a Union Member or Pay Dues to a Union?

No. You cannot be required to be a union member in any state. But, depending upon which state you work in, you may be required to pay certain monies to a union as a condition of employment.

As recognized by the United States Supreme Court in the Foundation-supported cases *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448 (2018); and *Communications Workers v. Beck*, 487 U.S. 735 (1988), you cannot be required to be a formal union member or pay full union dues to keep your job in any state. If you work in a Right to Work state, or for a public charter school, you cannot be required to join a union as a member or be required to pay anything to a union unless you choose to become a voluntary union member. For a map of the 26 Right to Work states, see **APPENDIX B**, page 63.

But if you work for a private charter school in a non-Right to Work state, you can be required to pay a fee as a condition of employment equal to the union's proven expenses related to monopoly bargaining, contract administration, and grievance adjustment. This forced fee cannot lawfully include the union's expenses for things such as political and ideological activities,

lobbying, public relations, illegal strikes, etc. Therefore, if the monopoly bargaining agreement says you must be a union member or pay full union dues to keep your job, it is unenforceable as written. If you declare yourself in writing to be an objecting non-member of the union, you can only be required to pay the reduced fee amount that represents the union's bargaining costs.[5] Except in extraordinary cases, the union's costs of monopoly bargaining, contract administration, and grievance adjustment do not equal the amount of full union dues.[6]

In *California Saw & Knife Works*, 320 N.L.R.B. 224 (1995), enforced, 133 F.3d 1012 (7th Cir. 1998), the NLRB established the following procedural safeguards that must be provided to private sector teachers and employees:

- The union must inform all employees that they have a right to be non-members;

- The union must inform employees that non-members have the right to object to paying for union activities

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[5] For further explanation on what it means to be an objecting non-member, see the section entitled, "HOW DO I CUT OFF THE USE OF MY DUES FOR POLITICS AND OTHER NON-BARGAINING ACTIVITIES IF I AM FORCED TO PAY FEES TO A UNION?", page 20.

[6] Before you can pay the reduced fee, you must first become a non-member of the union. For more information on resigning union membership and/or your rights as a non-member, see the section entitled, "WHEN CAN I RESIGN MY UNION MEMBERSHIP?", page 16. If you would like to see a sample union membership resignation/objection letter, see **APPENDIX E**, page 70.

unrelated to the union's duty as a monopoly bargaining agent, and that objectors have a right to have their forced fees reduced to exclude those activities;

- The union must provide non-members with sufficient information to enable them to make an intelligent decision whether to object;

- The union must inform non-members about its procedures for filing objections; and

- If non-members object, the union must inform them of the percentage of the reduction, how the reduction was calculated, and that the objectors have a right to challenge those figures.

If the union does not provide such procedural safeguards, or you want to challenge the forced-fee amount, you may either bring a lawsuit in federal court for the union's breach of the duty of fair representation or file an unfair labor practice charge at the nearest NLRB regional office. Either action must be filed within six (6) months of the offending conduct.

Contact a Foundation staff attorney at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/, if you are interested in pursuing these remedies.

In both the public and private sectors, as a union non-member, you remain fully covered by all of the provisions in the monopoly bargaining agreement negotiated between the union and your employer. This

includes your entitlement to receive all of the benefits set forth in the monopoly bargaining agreement that the employer is required to offer to all employees (e.g., wages, seniority, vacations, pensions, health insurance, etc.).[7] In addition, the union is obligated to represent you fairly and without discrimination.

Under the NLRA and most state labor laws, as a non-member, you can be kept from participating in internal union elections or meetings, voting on ratification of monopoly bargaining contracts,[8] or participating in other "internal" union activities. But the union cannot discipline you for any of your conduct as a non-member. Also, as a non-member, you are entitled to vote in deauthorization or decertification elections.

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[7] If the union offers "members-only" benefits outside the collective bargaining process, as a non-member you will most likely not receive those benefits. You also cannot be compelled to pay for members-only benefits for which you are not eligible.

[8] This does not include decertification elections. As a non-member, you are still entitled to vote in a decertification election.

When Can I Resign My Union Membership?

Sometimes unions, in their constitutions and bylaws or in monopoly bargaining agreements, attempt to impose limits on the right of members to resign.

It is the Foundation attorneys' best legal opinion that public sector employees have the right to resign their membership in a union at any time. At least two federal district courts have reached that conclusion. See *McCahon v. Pa. Turnpike Comm'n*, 491 F. Supp. 2d 522 (M.D. Pa. 2007); *Debont v. City of Poway,* No. 98CV0502-K, 1998 WL 415844 (S.D. Cal. Apr. 14, 1998). Some state laws also codify this right for public sector employees. For private sector employees, the NLRA guarantees employees the right to resign at any time.

If you are unsure about whether you can resign or if a union is preventing you from resigning, contact a Foundation staff attorney at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/.

The decision whether to resign is yours alone. As a non-member you are not subject to union rules and discipline. The union must continue to represent you and all union non-members fairly, and without discrimination, in all monopoly bargaining matters.

Additionally, as a non-member, you remain fully covered by all of the provisions in the monopoly bargaining agreement negotiated between the union

and your employer. This includes all the benefits set forth in the monopoly bargaining agreement that the employer is required to provide to all employees (e.g., wages, seniority, vacations, pensions, health insurance, etc.).[9] The employer and union cannot deny you benefits set forth in the bargaining agreement because of your non-membership in the union.

Under the NLRA and most state labor laws, as a union non-member, you can be kept from participating in internal union elections or participating in other "internal" union activities, and receiving members-only benefits.[10] But the union cannot discipline you for any of your conduct as a non-member.

In addition, as a non-member in a non-Right to Work state, you have the right to object and stop payment for the portion of your forced fee that is used for the union's political and other non-bargaining activities. After objecting, you should pay a reduced fee that is the portion of union dues covering monopoly bargaining, contract administration, and grievance adjustment. As an objecting non-member, you cannot be required to pay for members-only benefits.

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[9] If the union offers "members-only" benefits, as a non-member you will most likely not receive those benefits. You also cannot be compelled to pay for members-only benefits for which you are not eligible.

[10] This does not include decertification elections. As a non-member, you are still entitled to vote in a decertification election.

If you work in a non-Right to Work state, and state law or the monopoly bargaining agreement requires charter school employees to pay union fees, after you have resigned union membership and objected, you are only legally required to pay the reduced fee. For a sample union resignation and objection letter that charter school teachers and employees can use in non-Right to Work states, see **APPENDIX E**, page 70.

If you work for a public charter school, work in a Right to Work state, or where the monopoly bargaining agreement does not contain a forced-unionism clause, once you resign your union membership you may have no further financial or other obligations to the union.[11] For a sample resignation letter for charter school employees in Right to Work states or where a forced-unionism clause is not in effect see **APPENDIX F,** page 75. Public charter school employees should use the letter in **APPENDIX I**, page 85.

Whichever letter you use, verify whether there are instructions in the union's constitution and bylaws about where or to whom to send the resignation letter. Moreover, although the sample resignation and

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[11] However, if you have signed a dues-deduction authorization card, which gives your employer permission to pay your dues directly to the union, the card may limit when you can revoke authorization of payroll deduction of union dues. Therefore, even though you submit a valid resignation letter, it may not automatically revoke your dues-deduction authorization. You may have to wait and resubmit a separate revocation letter during the actual time frame for revocation listed within the dues-deduction authorization card, the union's constitution or bylaws, the collective bargaining agreement, or state law.

objection letter says that your objection is continuing and permanent, some unions do not honor this provision and require you to annually renew your objection. The courts are inconsistent on whether this annual objection requirement is legal. Contact a Foundation staff attorney at (800) 336-3600, at legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/ to determine whether you need to annually renew your objection or whether the annual renewal requirement is legal.

How Do I Cut Off the Use of My Dues for Politics and Other Non-Bargaining Activities If I am Forced to Pay Fees to a Union?

***NOTE:* You must be a non-member to possess the rights discussed in this section. If you are currently a union member, you must first become a non-member, and then object, to receive a dues rebate or reduction. To learn how to resign your union membership, see the previous section, "WHEN CAN I RESIGN MY UNION MEMBERSHIP?", page 16.**

If you work for a private sector charter school in a non-Right to Work state,[12] you have the right to cut off that portion of union dues used for political and non-bargaining activities by filing a written objection with the union.[13] That is true even if the employer, the union, or the monopoly bargaining agreement says otherwise. In *Communications Workers v. Beck*, 487 U.S. 735 (1988), the United States Supreme Court held that the only fee private sector non-members can be required to pay as a condition of employment in non-Right to Work states is that portion of the fee that

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[12] See **APPENDIX B**, page 63.

[13] In Right to Work states, non-member private sector employees have the right to stop paying all dues and fees to the union, as do non-member public sector employees in all states.

reflects the union's proven expenses for monopoly bargaining, contract administration, and grievance adjustment.

For private sector employees, the NLRB established mandatory procedures to protect non-members' rights pursuant to *Communications Workers v. Beck*, 487 U.S. 735 (1988) and *California Saw & Knife Works*, 320 N.L.R.B. 224 (1995), enforced, 133 F.3d 1012 (7th Cir. 1998). These procedures are set forth with greater detail in the section, "IF THERE IS A UNION IN MY CHARTER SCHOOL, CAN I BE REQUIRED TO BE A UNION MEMBER OR PAY DUES TO A UNION?", page 12.

In the Foundation-supported case of *Lehnert v. Ferris Faculty Association*, 500 U.S. 507 (1991), the United States Supreme Court provided guidelines for the types of expenses that are or are not chargeable to union non-members. Union expenses that are not chargeable to union non-members are listed in **APPENDIX G**, page 79.

If you are a non-member who works for a private charter school in a non-Right to Work state where the monopoly bargaining agreement requires you to pay union fees, see **APPENDIX H**, page 81, for a sample objection letter enabling you to pay only the reduced forced fee. Contact a Foundation staff attorney at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/, if you need assistance in drafting or sending your objection letter.

How Can I Remove a Union from My Workplace?

As discussed in previous sections, federal and state laws and regulations give unions the ability to gain recognition with or without an election—a privilege seldom granted to any person, group, or organization in American election systems.

Once a union gains recognition, it becomes the *exclusive bargaining representative* of the workplace, meaning only the union has the right to negotiate with the employer on behalf of all employees in the bargaining unit. As a result, employees often find themselves bound to a one-size-fits-all contract that ignores individual employees' needs and unique personal value in favor of the union's definition of the common good.

Except in the public sector and Right to Work states, these contracts almost always include a provision mandating that employees be fired for not paying union dues, even if those employees are not union members and fervently oppose the union's policies.

Fortunately, employees have the right to seek a decertification election, which, if successful, effectively removes the union from their workplace. These are called "decertification elections" because employees vote on whether to revoke the union's "certification" to be the exclusive bargaining representative.

If successful, the union's status as the exclusive representative is revoked, the contract is voided, and non-members are no longer required to pay union fees.

The decertification election process, while ultimately yielding a positive payoff for employees represented by an unwanted union, is subject to many procedural obstacles that employees need to understand.

Timing Requirements

The first step to filing a decertification petition is to determine the appropriate time frame to file. Under the NLRA (as interpreted by the NLRB) and most state laws,[14] there are key rules about when decertification petitions can be filed:

- **Certification Bar:** Once a union gains certification over a bargaining unit, either by election or through voluntary recognition, decertification petitions generally cannot be filed for one year after the union's certification date.

- **Contract Bar:** Decertification petitions cannot be filed during the first three years of a collective bargaining agreement, except for during certain 30-day "window periods." In most workplaces, the "window period" for filing a decertification petition with the NLRB occurs 60 to 90 days

[14] Because many state decertification laws generally mirror the rules under the NLRB, this section will primarily discuss decertification under the NLRB. For more information about state decertification laws, see **APPENDIX J**, page 87.

before the contract expiration date or before the three-year anniversary of the contract, whichever comes first.

- **Election Bar**: Decertification petitions cannot be filed for one year after a union wins an NLRB-conducted decertification election or certification election.

Additionally, a decertification petition can be filed any time after a contract expires or after the contract's three-year anniversary. However, if your employer and the union enter into a successor contract, the successor contract will begin another three-year "contract bar." Thus, if you miss the "window period" for filing a petition for a decertification election, you may have to wait for another three years to request a decertification election.

Filing Requirements

Once you have determined the appropriate time to file the petition, the next step is to collect signatures from at least 30% of employees in the bargaining unit. Signatures are collected on a form known as a "showing of interest," which must contain specific language on the top of each page containing signatures.[15] Additionally, under the NLRB, signatures are presumed valid for up to one year. Important: Decertification petitions must be

[15] For a sample decertification petition with the appropriate language under the NLRB, see **APPENDIX K**, page 105.

initiated by employees alone. Employer involvement is illegal and may result in the union filing an unfair labor practice charge to invalidate the effort. Best practices involve collecting signatures while off the clock, either in the parking lot before or after work or in a break room during lunch.

Once you have collected signatures from over 30% of bargaining unit employees, you are ready to prepare the petition form, which can be found on the NLRB's website.[16] The appropriate documents must be electronically filed on the NLRB's website, and the original signatures must be sent to the physical office of the appropriate NLRB Regional Office within 48 hours of filing the petition.[17] Once the appropriate documents are filed, the NLRB will then assign an agent to communicate with you and begin the process to hold a secret-ballot election.

Alternatively, if 50% or more of the employees in a bargaining unit sign a petition that they no longer want to be represented by the union, the employer can withdraw recognition without an election if it wishes to do so (except where the contract bar or certification bar, discussed above, apply).
If you are going to ask your employer to withdraw recognition, you may wish to first contact the Foundation for a Staff Attorney's legal advice

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[16] Visit http://www.nlrb.gov/guidance/fillable-forms and click on "Form NLRB- 502 (RD) - RD Petition."
[17] To determine the address of your NLRB Regional office, visit https://www.nlrb.gov/about-nlrb/who-we-are/regional-offices.

specific to your situation. Depending on the timing and circumstances, the employer may, but is not obligated to, withdraw recognition of the union.

Election Process

Once a decertification petition is filed, an NLRB agent is assigned to investigate the showing of interest's validity. After the investigation affirms the petition's validity, the parties attempt to agree upon the time, place, and manner of the election and execute a stipulated election agreement. If the parties cannot agree, then the NLRB conducts a brief hearing to resolve the matter.

Sometimes the processing of a petition is delayed because a union has filed unfair labor practice charges against the employer alleging that the employer's conduct caused employee disaffection from the union. Under the NLRA, as interpreted by the NLRB, a petition can be delayed or dismissed due to such "blocking charges." For an example of how blocking charges can disrupt the decertification process, see the case review in the next section below.

Once an election is scheduled, employees will need to win 50% of those who actually vote to win the election.

> **NOTE:** Every employee in the bargaining unit is entitled to vote in a decertification election regardless of whether or not they are a union member. After the election, the losing party has

5 business days to file objections.

Rules for decertification elections vary by state, especially for charter school employees who are public sector workers. For specific state laws, refer to **APPENDIX J**, page 87. For private sector employees, the National Labor Relations Act (NLRA) governs the process.

Decertification Case Review: Gompers Preparatory Academy

Although these rules and procedures may seem abstract, they have very real consequences for employees navigating life under union representation. Employees represented by an unpopular union often find themselves in a protracted, guerrilla-style war that can last many years due to the union-friendly rules that pervade decertification regulations in the public and private sectors.

One such example comes from Gompers Preparatory Academy in San Diego, California, where a group of charter school employees decided to take action and reclaim their voice at work. Their story illustrates the challenges—and the empowerment—that can come with the decertification process.

First Petition

The Gompers saga began in January 2019, when the San Diego Education Association, a National Education Association (NEA) affiliate, gained

exclusive representation over the Gompers teachers through a majority "Card Check" campaign rather than the traditional secret-ballot election, as is the standard for public sector charter school employees in California.

Under California's Educational Employment Relations Act (EERA), employees are presumed to indicate their support for selecting a union as their exclusive representative when they sign a dues-deduction authorization, membership list, membership card, or any other paper that could theoretically demonstrate the employees' desire to be represented by the union. In other words, like many labor regulations around the country, the EERA allows unions to sidestep entirely the secret-ballot election process so long as it can provide signatures from 50% plus 1 of teachers in the unit.

Employees often feel misled and manipulated during these "Card Check" campaigns, as many would be more willing to accept a union's presence if it could legitimize its majority status through a secret-ballot election. As such, it did not take long for the Gompers teachers to contact Foundation attorneys for assistance in obtaining such an election.

The charter school teachers, led by petitioner Kristie Chiscano, filed their first decertification petition with the California Public Employee Relations Board (PERB) in January 2020. After a petition is filed, the process typically requires PERB to schedule a secret-ballot election. Instead, once the union caught wind

of the petition, it immediately filed unfair labor charges against Gompers, alleging that Gompers engaged in conduct that tainted the petition.

Any time an employee files a petition, a union can delay the proceedings almost indefinitely simply by filing a "blocking charge" alleging that the employer unlawfully interfered or influenced the employees against the union. Unfortunately for Chiscano and her coworkers, the union knew that PERB Regulation 32752 requires PERB to assume the allegations of a union's blocking charge against an employer are true and then suspend the petition until such charges are resolved.

Foundation attorneys spent the next year and a half litigating the issue until the blocking charge proceedings finally settled in July 2021—18 months after the petition was originally filed—with an agreement to hold an election. By that time, the unit had seen significant changes. The original unit number of 78 employees dropped to 67, and Chiscano was promoted to management, meaning she could no longer be the named petitioner. To complicate matters further, a new employee organization, the Coalition of Adults Responsive to Every Student, filed a new petition to replace the NEA union as exclusive bargaining representative. This meant the decertification ballot would include three options, rather than two, for any potential election.

The settlement election was finally held the following October but with a catch: Since PERB was then operating under Covid-19 distancing regulations, the employees would have to win a mail ballot election, even though all employees were working at the school by that time.

Mail ballots are generally not preferable for elections because they often yield a lower voter turnout and cause problems due to the inefficiencies in the postal system. Voter turnout is particularly important in a decertification election because the union only needs to receive a majority of the votes cast to win the election.

That means that if only 20 employees vote in a 67-employee unit, then the union only needs 11 votes to win the election and maintain its majority status although it had only received minority voting support—11 out of 67. That was the case here as only slightly more than half of the teachers voted in the election and the union won in a vote of 21 to 18.

Naturally, this was a frustrating outcome for the teachers, who had already waited more than 20 months for an election—only to see the process disrupted by a third party and limited to a less reliable mail-ballot process. Still, the teachers remained determined and refused to give up.

Second Petition

Now led by computer teacher Sean Bentz, the charter school teachers were eager to know about the next opportunity to decertify, which presented new hurdles to overcome. Under normal circumstances, the teachers would be able to file a new petition in October of 2022, the following year per the rules of the "election bar." The Gompers teachers, however, did not have the luxury of normal circumstances.

One of the stipulations of the settlement agreement that resolved the original blocking charges was that a contract between Gompers and the union would be effective from July 2021 to July 2022. The existence of this contract further compounded the problem because of yet another regulatory device that gives unions an edge—the "contract bar," which prevents employees from filing a decertification petition for three years after a contract is executed or until a designated window period before the contract's expiration or third year anniversary, whichever comes sooner.

By October 2021—after the conclusion of the first decertification election—the teachers were operating under two overlapping bars (the election bar and the contract bar) that put their shot at another petition in complete limbo. The problem was that even though the contract could only bar a new petition until July of the following year, the October election that the union won barred a new petition until October of the following year. That gave the union plenty of time

to execute a new contract between July and October 2022.

With the overlapping bars and uncertainty about the length of any new contract, the teachers had no choice but to wait patiently for the next opportunity. That opportunity finally arrived in March 2023, when Gompers and the union renewed the contract for one year, set to expire in June 2023.

Outcome

Contract bar window periods in the public sector vary by state, but under PERB rules, employees may file a decertification petition between 90 and 120 days before a contract expires. Accordingly, Sean Bentz filed a new petition within that window, in March 2023. This time, the employees finally secured an in-person election a few months later—and won, with a 25–17 vote.

The March 2023 victory not only marked the end of a long legal battle—it was the triumph of determined charter school educators who refused to be silenced, outmaneuvered, or worn down. After three years of setbacks, delays, and procedural roadblocks, the Gompers teachers reclaimed their voice and their right to choose. Their story is a powerful reminder that even in a system designed to favor union-entrenchment in a workplace, persistence, unity, and courage can prevail. For any employee facing similar challenges, the Gompers case stands as proof that standing up for your rights is not just possible—it can

change everything.

Takeaway:

While the Gompers case probably contained many more issues than what employees can typically expect in the decertification process, there are several key takeaways for teachers looking to navigate the decertification process:

1. **Decertification can involve complex legal and procedural obstacles**. Removing a union isn't always straightforward. Technical rules like "contract bars," "election bars," and "settlement bars" can delay or derail petitions—often through no fault of the employees. Consult a Foundation attorney before you start the process, not after.

2. **Unions can use procedural tools to delay elections.** Simply filing an unfair labor practice charge can halt the process for months—or even years—by triggering automatic delays, regardless of whether the charges have merit or are ever proven.

3. **Representation and legal support are critical.** Because of the complexity and potential for delays, having knowledgeable legal support can make a major difference. The Foundation provides free resources and templates for employees, as well as guidance through the decertification process.

4. **Persistence pays off.** Despite facing long odds, the charter school teachers at Gompers stayed committed and ultimately removed unwanted union representation. And this is not the only successful decertification at a charter school—there are others. These educators' success is a reminder that standing up for your rights is worth the effort.

For more information on filing a decertification petition under the NLRA, see **APPENDIX K**, page 105. For legal help, contact Foundation staff attorneys at (800) 336-3600, email legal@nrtw.org, or visit https://www.nrtw.org/free-legal-aid/.

If I Do Not Live in a Right to Work State, How Can I Remove the Obligation to Pay Dues for All Employees?

If you are a private sector employee who lives in a non-Right to Work State and you are prevented from filing a decertification petition by one of the "bars" mentioned in the previous section, employees may still seek to petition the NLRB for a deauthorization election.

If successful, such an election will remove the obligation to pay any dues or fees to the union for all employees in the bargaining unit. It is called a "deauthorization" election because the vote seeks to strip the union of its "authorization" to enforce the forced-dues provision in a collective bargaining agreement.

A deauthorization election has only one purpose and effect: to remove the forced-unionism clause from the contract. The remainder of the contract, including all wages and benefits, remains in effect and the union continues to serve as the exclusive bargaining representative, whether or not the employees pay any dues or fees. Even after a successful deauthorization, every employee remains fully covered by the contract, whether or not he or she remains a union member or pays any dues.

A deauthorization election should be distinguished

from a "decertification" election, in which employees vote to remove the union as their collective bargaining representative as there are some procedural differences in the private sector that employees should understand.

Deauthorization vs. Decertification (Private Sector Charter Schools)

Timing Requirements:

- **Decertification:** During the 30-day window period prior to contract expiration or third year anniversary, or any time when there is no contract assuming no "bars" apply.
- **Deauthorization:** Any time during the life of a contract.

Filing Requirements:

- **Decertification:** 30% showing of interest.
- **Deauthorization:** 30% showing of interest.

Election Requirements:

- **Decertification:** 50% of eligible voters who cast a vote during the election.
- **Deauthorization:** 50% plus one of the number of employees in the bargaining unit—employees who do not cast a vote are essentially casting a vote for the union.

For more information on filing a deauthorization petition under the NLRA, contact Foundation staff attorneys at (800) 336-3600, email legal@nrtw.org, or visit https://www.nrtw.org/free-legal-aid/.

What If I want to Work During a Strike?

In many states, strikes by public sector teachers and employees are illegal. If that is true in your state, then you may have to work during a strike to avoid possible penalties for violating the law. However, many strikes under the NLRA, which applies to private sector employees, are legal, leaving private sector employees with the option of whether or not to work.

If you want to work during a strike, but want to avoid union discipline, then you must confirm whether the union considers you a union non-member or resign your membership and become a non-member to avoid union discipline. If in doubt, you should resign union membership to avoid union discipline. If you want to remain a union member and work during the strike, the union can discipline you for crossing the picket line. For more information on becoming a non-member, see the section, "WHEN CAN I RESIGN UNION MEMBERSHIP?," page 16. To view a sample resignation letter for private sector employees, see **APPENDIXES E and F**, pages 70 and 75. Public charter school employees should use the letter in **APPENDIX I**, page 85.

Many courts have held that unions have the power to discipline their members for crossing a picket line. Such discipline can include imposing thousands of dollars in fines that the union can collect by suing the employee in state court. To avoid such consequences, you should not cross the picket line while remaining

a union member. If a strike is illegal, however, the courts probably would rule that the union cannot lawfully fine members who obey the law and work. Contact a Foundation staff attorney at (800) 336-3600, legal@nrtw.org or https://www.nrtw.org/free-legal-aid/, if you need assistance in determining whether a particular strike is legal or not.

Should you work during a strike? This is a personal decision in which the Foundation takes no position. Whether you have a right to strike depends either upon your state's law, if you are considered a public sector teacher or employee, or upon the NLRA, if you are considered a private sector teacher or employee. If your employer operates during a strike, you must decide what to do based upon your own needs and the law. Do not let anyone force you one way or the other.

Can the union fine you if you work during a strike? This depends either on state law or whether you are covered under the NLRA. If your state's law permits charter school employees to legally strike or you are covered by the NLRA, then the union may lawfully fine you for returning to work during a strike before resigning your union membership. Union members are bound by their union's constitution and bylaws. In those documents, most unions provide that members who work during a lawfully called strike can be disciplined or fined.

However, if you are considered a public sector employee due to your charter school employment and your state law makes public sector employee strikes illegal by way of prohibition, then in the event that you fail to

resign your union membership before returning to work during an illegal strike, a court likely will choose not to enforce the relevant penalty provision(s) of your union's constitution and bylaws.

Should you resign from union membership if you work during a strike? Yes. Non-members are not subject to a union's constitution and bylaws. Non-members cannot be fined or disciplined for working during a strike. If you are a union member who has not yet crossed the picket line and you desire to otherwise avoid all fines, then do not cross the picket line until after midnight of the day you mailed your resignation letter to the union via certified mail, return receipt; if you work for a private charter school. (Keep a copy of the letter and your post office receipt for your records). When a resignation becomes effective for a public charter school employee depends on state law, so you may have to wait until the union actually receives the letter to cross the picket line. Unions cannot lawfully discipline you for post-resignation conduct once they actively or constructively receive notice of your membership resignation. Attempts to bring internal union charges against you for post-resignation conduct will probably be unsuccessful. If strikes by charter school employees who are considered public sector employees are illegal in your state, you may not have to resign to avoid union fines for working. But resignation would strengthen your position that you cannot lawfully be fined.

If you worked during a strike *before* resigning your union membership, are you protected from all fines? No, not when strikes by charter school employees are legal. Under the NLRA, and in those states where public sector strikes are legal, even if you are now a non-member, the union can fine you for pre-resignation conduct, but not for post-resignation conduct. Fines are usually based on the number of days you worked as a union member during the strike.

The courts generally hold that fines cannot be excessive. "Excessive" is not defined, but arguably, if the union's fine exceeds the amount of money you earned before resigning, it is excessive. If strikes by charter school employees who are considered public sector employees are illegal in your state, you probably cannot lawfully be fined for working even before you resign.

Can the union's constitution prohibit you from resigning during a strike? No. The NLRA guarantees the right of private charter school employees to resign at any time. It is Foundation attorneys' best legal opinion that public sector employees have the same right to resign their membership in a union at any time. At least two federal district courts have reached that conclusion. *See McCahon v. Pa. Turnpike Comm'n*, 491 F. Supp. 2d 522 (M.D. Pa. 2007); *Debont v. City of Poway*, No. 98CV0502-K, 1998 WL 415844 (S.D. Cal. Apr. 14, 1998). Some state laws also guarantee the right to resign.

What about the monopoly bargaining agreement? Doesn't it require you to be a union member to keep your job? No. Under *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448 (2018) and *Communications Workers v. Beck*, 487 U.S. 735 (1988), you are not required to be an actual union member to keep your job, regardless of what the monopoly bargaining agreement, the employer, or the union says. You are only required to do one of two things: one, you must only pay the union dues amount; two, if you are a non-member and object to the union using your money for non-monopoly bargaining purposes and notify the union of this fact in writing, then you are only required to pay the reduced portion of the fee that reflects the union's proven expenses for monopoly bargaining, contract administration, and grievance adjustment. For public charter school employees or those in Right to Work states, any enforcement of an agreement requiring an employee to join or pay money to a union is illegal.

If you resign your union membership, what rights will you lose? You will not lose any rights under the monopoly bargaining agreement, for example, seniority. The union must represent you fairly in bargaining and grievance handling regardless of whether you are a union member. You will lose only those rights that are available to members under the union's constitution, such as voting in union elections, and you may lose the right to vote on the monopoly bargaining agreement's ratification. You may also lose your right to continue in any union pension plans that are based on union membership rather than service with your employer as an employee benefit.

If you resign your union membership, can you rejoin the union after the strike is over? That depends upon the union and its constitution and bylaws. The law does not require a union to permit a non-member who has crossed a picket line to rejoin. Often unions refuse to allow so-called "strikebreakers" to rejoin. There are some instances where unions require strikebreakers to pay large fines to rejoin. You should assume that, if you resign and cross the picket line, you will not be allowed to rejoin the union. However, even if you do not rejoin, the union must continue to represent you fairly in monopoly bargaining, contract administration, and grievance adjustment. You also have the exact same rights as do union members under the monopoly bargaining agreement.

How do you resign? See **APPENDIX E**, page 70, for a sample union resignation/objection letter. You may eventually have to prove when your resignation letter was received. Therefore, it is recommended that you send your letter by one of the following means: by certified mail, return receipt; by fax and retain the confirmation slip the facsimile machine produces; or by hand-delivery to a union officer with a friendly witness present.

What rules apply if the union attempts to fine you? Under the law that generally applies to union disciplinary proceedings, you may not be fined or otherwise disciplined as a member unless you are served with specific written charges, given a reasonable time to prepare your defense, and afforded a full and fair hearing. Within these limitations, a union's constitution and bylaws determine the rules for

disciplinary action.

What should you do if specific charges are served on you by the union, if you resigned before you went back to work? If you have clear proof that you resigned before returning to work, immediately show the evidence to the union and ask it to dismiss the charges before the hearing. If the union persists under those circumstances, it will violate the law, and you should contact Foundation staff attorneys at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/ to get advice on how to proceed.

What should you do if specific charges are served on you by the union, if you did *not* resign before you went back to work? If you went back to work during a strike before resigning, or worked and never resigned, you should attend the union-scheduled hearing and raise any potential defenses. It is also best to exhaust any appeals process available under the union's constitution and bylaws. Possible defenses include that the proposed fines are excessive or you were told that you could not resign during the strike. If your state makes public sector employee strikes illegal by way of prohibition, and due to your charter school employment you are considered a public sector employee, then that defense should be raised. It is highly recommended that you contact either Foundation staff attorneys at https://www.nrtw.org/free-legal-aid/, or other experienced attorneys to determine possible defenses.

How can the union collect its fines if it finds you guilty of working during a strike while still a member? The union cannot have you fired for refusing to pay fines. The union's only recourse is to sue you for the fine in state court. The union may lawfully do this if strikes by charter school employees are legal in your state or you are considered a private sector employee under the NLRA. In these types of lawsuits, you have the right to raise any defenses brought up in the union's internal proceedings, provided that you exhausted internal union appeals.

What should you do to protect yourself from harassment and violence? Whatever you decide about resigning and working during a strike, you should keep as low a profile as possible. You should also attempt to maintain existing cordial relationships with fellow workers on both sides of the picket line. Avoid the zealots! Should you return to work, keep in close touch with other charter school employees who are working during the strike, providing each other support and sharing information. Also, if you work during a strike, it is recommended that you get an unlisted telephone number; keep a diary of all strike-related threats and incidents of harassment and violence (who, where, what, when, names of witnesses, etc.); and take photographs of your private property, such as home and car, to document any damage if you become a victim of union violence. If you begin to receive harassing phone calls, consider installing Caller-ID on the home phone. You should report all threats and incidents of harassment and violence to your employer and the local police. If you are the victim of union violence, contact Foundation

staff attorneys at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/.

What If I am a Victim of Union Violence?

If you or someone in your family is or was a victim of union violence within the past three years, please contact Foundation staff attorneys at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/.

What if I Have a Religious Objection to Joining or Financially Supporting a Union?

If you are a public sector employee or work in a Right to Work state, you have the right to decline union membership and not to financially support a union for any reason, including religious reasons. For a map of the 26 Right to Work States, see **APPENDIX B**, page 63.

In non-Right to Work states, sincere religious objectors have the right to redirect the entire union fee to a non-union, non-religious charity.

To determine whether you have a sincere religious objection to joining or supporting a union, and to understand the steps you must take for accommodation of your religious beliefs in this area, call (800) 336-3600 or email legal@nrtw.org and request a copy of "Union Dues and Religious Do Nots - An Employee's Guide," or go to https://www.nrtw.org/free-legal-aid/.

If I Believe My Rights Have Been Violated by Compulsory Unionism Abuse, Can I File My Own Unfair Labor Practice Charge Against the Union or Employer with the NLRB or a State Agency?

Choosing to file charges against the union or against your employer is a personal decision that the Foundation neither recommends nor opposes.

But if you want to file charges with the NLRB or a state labor board against a union or your employer concerning abuses of compulsory union representation or forced membership or union fees, please contact Foundation staff attorneys at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/ for free legal advice regarding the correct procedures to use and the best circumstances under which charges may be filed. The NLRB and many state labor boards require the filing of charges to be within six months of the illegal actions by the union and employer. Some state labor boards have shorter or longer limitation periods. So do not delay in contacting Foundation staff attorneys.

APPENDIX A

A Brief Summary of U.S. Supreme Court Precedents Concerning Compulsory Unionism

1937—*Virginian Railway v. System Federation* No. 40, 300 U.S. 515; and *National Labor Relations Board v. Jones & Laughlin Steel Corp.*, 301 U.S. 1

The Court held that compulsory monopoly bargaining is constitutional, but declined to address the constitutionality of exclusive representation because these cases were brought by employers, not employees forced to accept a union as their exclusive bargaining representative.

1944—*J.I. Case Co. v. National Labor Relations Board*, 321 U.S. 332; and *Order of Railroad Telegraphers v. Railway Express Agency, Inc.*, 321 U.S. 342

The Court interpreted the NLRA and Railway Labor Act as prohibiting individual employees from negotiating their own terms and conditions of employment where an exclusive bargaining representative has been recognized. Constitutional

questions were not raised.

1944—*Steele v. Louisville & Nashville Railroad*, 323 U.S. 192

The Court recognized that exclusive representation presents constitutional problems, but again ducked the issue by holding that exclusive representatives have a duty of representing non-members "fairly."

1949—*Lincoln Federal Labor Union v. Northwestern Iron & Metal Co.*, 335 U.S. 525; and *American Federation of Labor v. American Sash & Door Co.*, 335 U.S. 538

The Court ruled that state Right to Work laws are constitutional.

1949—*Algoma Plywood Co. v. Wisconsin Board*, 336 U.S. 301

The Court held that the NLRA ("Wagner" Act) permitted state Right to Work laws even before Congress passed the 1947 Taft-Hartley Act amendments.

1954—*Radio Officers' Union v. National Labor Relations Board,* 347 U.S. 17

The Court ruled that compulsory unionism agreements may not be used "for any purpose other than to compel payment of union dues and fees"; that is, employees may not be required to be formal union members and abide by internal union rules to keep their jobs.

1956—*Railway Employees' Department v. Hanson,* 351 U.S. 225

The Court held that "union shop" agreements authorized by the Railway Labor Act are constitutional, because the only condition of employment that the Act authorizes is "financial support" of "the work of the union in the realm of monopoly bargaining." The Court suggested that if compulsory dues are used "for purposes not germane to monopoly bargaining, a different problem would be presented" under the First Amendment.

1961—*Machinists v. Street,* 376 U.S. 740

Again ducking constitutional questions, the Court ruled that the Railway Labor Act prohibits unions from using objecting non-members' compulsory dues for political purposes. The Court did not clearly define political purposes, nor did it address whether

unions could lawfully use objectors' monies for non-political activities unrelated to monopoly bargaining. Justice Black dissented and predicted that the Court's rebate remedy would be ineffective. He would have held the statute unconstitutional.

1963—*Railway Clerks v. Allen*, 373 U.S. 113

The Court found that, since unions hold all pertinent facts and records, they must prove the proportions of their expenses that are lawfully chargeable to objecting non-members. However, the Court reaffirmed *Street*'s rulings that only non-members who notify their union that they object are entitled to relief and that the appropriate remedies are refunds and reductions in future expectations.

1963—*National Labor Relations Board v. General Motors*, 373 U.S. 734

The Court reiterated that the "union shop" is "whittled down to its financial core"; that is, unions may require payment of initiation fees and dues as a condition of employment, but may not require formal membership.

1963—*Retail Clerks Local 1625 v. Schermerhorn,* 373 U.S. 746 & 375 U.S. 96

The Court held that state Right to Work laws may prohibit "agency shop" agreements under which employees are required to pay fees to unions to defray the costs of monopoly bargaining. In a second decision in the same case, the Court ruled that the state courts, not just the National Labor Relations Board, can enforce state Right to Work laws. (The National Right to Work Committee financed this case in the Supreme Court for the non-member plaintiffs.)

In 1968 the National Right to Work Legal Defense Foundation was established. (Unless otherwise noted, all subsequent cases listed were brought by Foundation attorneys.)

1976—*City of Charlotte v. Firefighters Local 660,* 426 U.S. 283

The Court ruled that a public employer is not constitutionally obligated to provide payroll deductions for union dues. The Foundation was not involved in this case.

1976—*Oil Workers v. Mobil Oil Corp.*, 426 U.S. 407

The Court held that an employee's "predominant job situs" determines whether a state Right to Work law applies, and that seamen employed primarily on the high seas are not protected by the Right to Work law of the state in which they were hired. The Foundation filed an *amicus* brief urging that Texas' Right to Work Law should protect the seamen.

1976—*City of Madison Joint School District No. 8 v. Wisconsin Employment Relations Commission*, 429 U.S. 167

The Court ruled that a state may not constitutionally require school boards to prohibit non-union teachers from speaking against "agency shop" agreements at public meetings. The Foundation filed an *amicus* brief supporting the non-union teachers' free speech rights.

1977—*Abood v. Detroit Board of Education*, 431 U.S. 209

A six-member majority of the Court rejected arguments that requiring public employees to pay forced fees to keep their jobs violates the First Amendment. The Court ruled that the "agency shop" as such is constitutionally valid, but only "insofar as

the service charges are applied to collective-bargaining, contract administration, and grievance-adjustment purposes." The Court unanimously agreed that "a union cannot constitutionally spend [objectors'] funds for the expression of political views, on behalf of political candidates, or toward the advancement of other ideological causes not germane to its duties as collective-bargaining representative."

1979—*Smith v. Arkansas State Highway Employees*, 441 U.S. 463 (per curiam)

The Court held that the "First Amendment does not impose any affirmative obligation on the government . . . to recognize [a labor] association and bargain with it." The Foundation was not involved in this case.

1983—*Knight v. Minnesota Community College Faculty Association*, 460 U.S. 1048

Without an opinion stating its reasons, the Court affirmed a lower court decision rejecting arguments that exclusive representation of public employees by a union such as the National Education Association is unconstitutional because it forces association with a political action organization.

1984—*Minnesota State Board for Community Colleges v. Knight,* 465 U.S. 271

The Court ruled that a state may constitutionally bar non-members from participating in their public employers' "meet and confer" sessions with the employees' exclusive bargaining representative on policy questions relating to employment, but outside the scope of mandatory monopoly bargaining, because the state has no constitutional obligation to listen or respond to individual's communication on public issues.

1984—*Ellis v. Railway Clerks,* 466 U.S. 435

The Court held that the Railway Labor Act not only prohibits coerced financial support of a union's politics and ideological activities, but also coerced support of other activities unrelated to monopoly bargaining and contract administration, such as organizing and the parts of a union's publications reporting on non-chargeable activities. The Court also ruled that a "union cannot be allowed to commit dissenters' funds to improper uses even temporarily" and prohibited "rebate" schemes under which unions collect full dues, use part for improper purposes, and only later refund that part to the employees.

1985—*Pattern Makers v. National Labor Relations Board,* 473 U.S. 95

The Court recognized that the NLRA guarantees workers the right to resign union membership at any time. The Foundation filed an *amicus* brief urging this ruling.

1986—*Chicago Teachers Union v. Hudson,* 475 U.S. 292

The Court unanimously held that First Amendment due process requires that certain procedural safeguards be established before compulsory union fees can be collected from public employees: adequate advance notice of the fee's basis (including an independent audit), reasonably prompt impartial review of non-members' challenges, and escrow of "amounts reasonably in dispute" while challenges are pending. Because the Court had earlier ruled in *Railway Employees' Department v. Hanson* that constitutional limitations apply to the Railway Labor Act, these procedural safeguards also must be established by railway and airline unions.

1988—*Communications Workers v. Beck,* 487 U.S. 735

The Court determined that Congress intended the substantially "identical" authorizations of compulsory unionism arrangements in the NLRA and the

Railway Labor Act "to have the same meaning."

The Court, therefore, held that the former statute, like the latter, "authorizes the exaction of only those fees and dues necessary to 'performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues.'" As a result, private-sector employees have the same right not to subsidize union non-bargaining activities as railway, airline, and public employees, and are entitled to the procedural protections outlined in *Chicago Teachers Union v. Hudson*.

1991—*Lehnert v. Ferris Faculty Association*, 500 U.S. 507

Summarizing its earlier decisions from *Hanson* through *Ellis*, the Court concluded that union activities are not lawfully chargeable to objecting non-members unless they are *both* "'germane' to collective-bargaining activity" and do "not significantly add to the burdening of free speech that is inherent in allowance of an agency or union shop." Applying this test, the Court ruled that objecting public employees may not be charged for litigation not directly concerning their bargaining unit, lobbying (except for ratification or implementation of their monopoly bargaining agreement), public relations activities, and illegal strikes. However, the Court also held that the First Amendment does not limit lawfully chargeable

bargaining-related costs to only the objecting employees' bargaining unit.

1998—*Air Line Pilots Association v. Miller*, 523 U.S. 866

The Court ruled that non-members who do not agree to union-established arbitration procedures cannot be required to use those procedures before bringing a federal court action challenging the amount of their compulsory fees used for monopoly bargaining.

1998—*Marquez v. Screen Actors Guild*, 523 U.S. 866

The Court held that a union does not breach its duty of fair representation "merely by negotiating" a compulsory unionism provision that says that employees must be union "members in good standing" as a condition of employment without expressly explaining in the agreement that the National Labor Relations Act does not permit unions and employers to require that employees become formal union members. The Court noted that the duty of fair representation would be breached if the union attempted to enforce the full membership provision. Importantly, for the first time, the Court declared that, if a union negotiates a compulsory unionism provision, it must notify workers that they may satisfy the provision's requirement merely by paying fees to support the

union's "representational activities" in monopoly bargaining and contract administration, without actually becoming members.

2007—*Davenport v. Washington Education Association,* 551 U.S. 177

The Court unanimously ruled that, because unions have no constitutional right to collect fees from non-members, a state may require unions to obtain affirmative consent before spending non-member public employees' forced fees on political activities. The Court's decision also reiterated that, as the Court had decided in 1949, Right to Work laws are constitutional.

2008—*Chamber of Commerce v. Brown,* 554 U.S. 60

The Court ruled that the National Labor Relations Act preempts a state statute prohibiting companies that receive state grants or program funds from using those monies to deter union organizing. Significantly, the Court emphasized that the 1947 amendment to the Act that guarantees the right to refrain from union activities "calls attention to the right of employees to refuse to join unions, which implies an underlying right to receive information opposing unionization." The Foundation filed an *amicus* brief that made this very point.

2009—*Locke v. Karass,* 555 U.S. 207

The Court held that the First Amendment permits a local union to charge non-member public employees for national litigation expenses for other bargaining units if the litigation is related to monopoly bargaining or contract administration and the charge is reciprocal in nature, i.e., if the national union and other locals would similarly contribute to the cost of litigation for the non-members' unit should the need arise. A concurring opinion by three Justices noted that the Court's decision did not decide what "reciprocity" means or what burden a union has to establish true reciprocity, because in this case the parties assumed that reciprocity existed.

2009—*Ysursa v. Pocatello Education Association,* 555 U.S. 353

The Court held that a state may constitutionally prohibit payroll deduction of contributions to union political action committees by state and local government employees, because the First Amendment "does not confer an affirmative right [for unions] to use government payroll mechanisms for the purpose of obtaining funds for expression." The Foundation joined an *amicus* brief urging that result.

2012—Knox v. Service Employees International Union, 567 U.S. 310

The Court held 5—4, in an opinion by Justice Alito, joined by Chief Justice Roberts and Justices Scalia, Kennedy, and Thomas, that "when a public sector union imposes a special assessment or dues increase, the union must provide [a notice of the purpose of the assessment or increase] and may not exact any funds from non-members without their affirmative consent." The Court also held that a union could not constitutionally charge non-members for its expenses opposing ballot questions even if they "may be said to have an effect on present and future contracts between public sector workers and their employers." Justice Sotomayor, joined by Ginsburg, concurred in the favorable judgment, but agreed only that "[w]hen a public sector union imposes a special assessment intended to fund solely political lobbying efforts, the First Amendment requires that the union provide non-members an opportunity to opt out of the contribution of funds."

2014—Harris v. Quinn, 573 U.S. 616

The Court held 5—4 that an Illinois requirement that non-union Medicaid-funded home-care personal assistants pay union fees violates the First Amendment. The Court refused to extend *Abood*, which upheld forced fees imposed on public employees to the extent that they are used for collective bargaining, to

the "new situation" before it, "[b]ecause of *Abood*'s questionable foundations, and because the personal assistants are quite different from full-fledged public employees." This holding renders unconstitutional similar forced-fee schemes imposed on providers in at least thirteen other states. Significantly, much of the Court's opinion details how the "*Abood* Court's analysis is questionable on several grounds." Among other things, the majority recognized that the "core issues" in public sector collective bargaining, "such as wages, pensions, and benefits are important political issues." This criticism of *Abood* suggested that, if a case involving actual public employees came before the Court, a majority of the Justices would be willing to overrule *Abood* and hold that public sector forced fee requirements are unconstitutional. [See next case summary.]

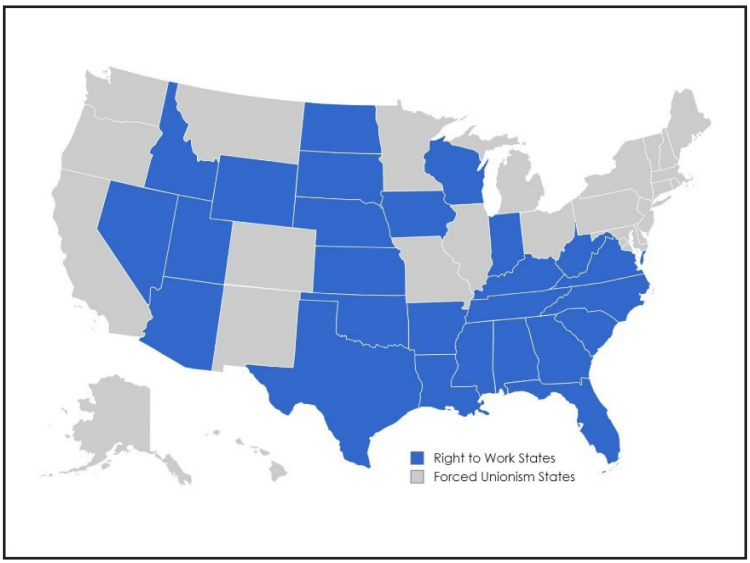
2018—*Janus v. ASFCME, Council 31*, 585 U.S. 878

The Court held 5–4 that non-union government workers cannot be required to pay union fees as a condition of working in public service. The Court overturned *Abood*, which upheld forced fees imposed on public employees to the extent that they are used for collective bargaining. Requiring public employees to pay any union fees is compelled speech and association that is unconstitutional under the First Amendment because public-sector bargaining is inherently political.

APPENDIX B

Map of Right to Work States

A Right to Work law secures the right of employees to decide for themselves whether to join or financially support a union. However, employees who work in the railway or airline industries are not protected by state Right to Work laws, and employees who work on federal property may also not be protected, depending on whether federal jurisdiction as to labor relations is exclusive on that property.



APPENDIX C

Sample Card Check Revocation Letter

SAMPLE LETTER TO UNION:

[NOTE: It is recommended to send this letter by certified mail, return receipt.]

[You may want to send copies of this letter to officials of both the local union and the international union.]

[insert **your Name**]
[insert **your Mailing address**]

[insert **Date**]

[insert **Name of appropriate union officer**]
[insert **Name of union**]
[insert **Address of union**]

Dear [insert **Name of appropriate union officer**]:

I write to inform you that I do not want to be "represented" by your union, do not wish to be a member of your union, and do not support your union in any manner. Please consider my opposition to representation by your union to be permanent and continuing in nature.

I hereby revoke and rescind any union "authorization" card, or any other indication of

support for your union, that I may have signed in the past. Any such card or indication of support for your union is null and void, effective immediately.

Please return to me any union authorization card that I may have signed. Alternatively, please inform me in writing that you are honoring this revocation and rescission of support for your union.

Please be aware that refusing to honor my revocation and rescission will violate my rights under the National Labor Relations Act. Moreover, representing to my employer (or any third party or "arbitrator") that I support representation by your union will similarly violate my legal rights.

Sincerely,

[Name]

Sample Card Check Revocation Letter

SAMPLE LETTER TO EMPLOYER:
[NOTE: It is recommended to send this letter by certified mail, return receipt.]

[insert **your Name**]
[insert **your Mailing address**]

[insert **Date**]

[insert **Name of appropriate payroll department management employee**]
[insert **Name of department responsible for payroll deductions**]
[insert **Address of department responsible for payroll deductions**]

Dear [insert **Name of appropriate payroll department management employee**]:

Included in this letter is a copy of the letter I sent to [insert **Name of union involved**] revoking and rescinding any union "authorization" card, or any other indication of support for this union, that I may have signed in the past. In addition, any such card or indication of support for this union, is null and void, effective immediately. I want you to be fully aware of my revocation.

Please contact me if there are any problems

or concerns with this request.

Sincerely,

[Name]

APPENDIX D

Petition Against Union "Representation"

The undersigned employees do NOT want to be represented by the [insert **Name of union**] Union, do NOT want to join the Union, and do NOT support the Union in any manner.

To the extent that any of the undersigned employees have ever previously signed a Union "authorization card" or other indication of support for union representation, the undersigned employee hereby REVOKES that card, effective immediately. More specifically, our employer, the Union, and all third parties or arbitrators must take NOTICE that any such card signed by an undersigned employee is NULL and VOID.

Should our employer ever voluntarily recognize the Union as the bargaining representative of employees, the undersigned employees hereby petition the National Labor Relations Board[18] to hold a DECERTIFICATION ELECTION to determine whether the majority of employees truly wish to be represented by the Union.

---

[18] The NLRB covers private sector employees. If you are a charter school employee who is considered a public sector employee, follow your state law as to where to file this petition, and replace the name of the NLRB with the name of the appropriate state labor board.

Name (Print)	Signature	Date
Name (Print)	Signature	Date
Name (Print)	Signature	Date
Name (Print)	Signature	Date
Name (Print)	Signature	Date
Name (Print)	Signature	Date
Name (Print)	Signature	Date
Name (Print)	Signature	Date

You may add more lines for names, signatures, and dates.

APPENDIX E

NOTE: Only applies to private charter school employees in non-Right to Work states.

Sample Resignation/Objection Letter

SAMPLE LETTER TO UNION:

[NOTE: It is recommended to send this letter by certified mail, return receipt.]

[You must determine whether the union's constitution and bylaws specify to whom a resignation must be sent. Some unions spell the procedures out while many others do not.]

[insert **your Name**]
[insert **your Mailing address**]

[insert **Date**]

[insert **Name of appropriate union officer**]
[insert **Name of union**]
[insert **Address of union**]

Dear [insert **Name of appropriate union officer**]:

I hereby resign as a member of [insert **Name of union**]. My resignation is effective immediately. I will continue to meet my lawful obligation of paying a representation fee to the union under its "union security" agreement with [insert **Name of employer**].

Furthermore, I object to the collection and expenditure of a fee for any purpose other than my pro rata share of the union's costs of monopoly bargaining, contract administration, and grievance adjustment, as is my statutory right under *Communications Workers v. Beck*, 487 U.S. 735 (1988).

Pursuant to *Beck*, I request that you provide me with my procedural rights, including: reduction of my fees to an amount that includes only lawfully chargeable costs; notice of the calculation of that amount, verified by an independent certified public accountant; and notice of the procedure that you have adopted to hold my fees in an interest-bearing escrow account and give me an opportunity to challenge your calculation and have it reviewed by an impartial decision-maker.

[**If you pay dues by payroll deduction, include the following**: Accordingly, I also hereby notify you that I wish to authorize only the deduction from my wages of representation fees limited to those costs that are lawfully chargeable. If I am required to sign a form to make that change, please provide me with the necessary form.]

Please reply promptly to my request. Any further collection or expenditure of dues or fees from me made without the procedural safeguards required by law will violate my rights under the National Labor Relations Act.

Finally, this objection is permanent and continuing

in nature.

Sincerely,

[insert **your Name**]

Sample Notice of Union Resignation/Objection Letter

SAMPLE LETTER TO EMPLOYER:

[NOTE: It is recommended to send this letter by certified mail, return receipt.]

[insert **your Name**]
[insert **your Mailing address**]

[insert **Date**]

[insert **Name of appropriate payroll department management employee**]
[insert **Name of department responsible for payroll deductions**]
[insert **Address of department responsible for payroll deductions**]

Dear [insert **Name of appropriate payroll department management employee**]:

Today I submitted my resignation from [insert **Name of union**]. A copy of my letter to the union is enclosed. I will continue to meet my lawful obligation of paying a representation fee to the union under its "union shop" or "agency shop" agreement with [insert **Name of employer**].

Furthermore, I object to the collection and expenditure by the union of a fee for any purpose other than my pro rata share of the union's costs

of monopoly bargaining, contract administration, and grievance adjustment, as is my right under *Communications Workers v. Beck*, 487 U.S. 735 (1988).

Pursuant to *Beck*, I request that you ensure that the union provides me with my procedural rights, as outlined in my letter to the union. If it does not, I ask that [insert **Name of employer**] provide them.

[**If you pay dues by payroll deduction, include the following:** I wish to authorize only the deduction from my wages of representation fees limited to those costs that are lawfully chargeable under the National Labor Relations Act. If I am required to sign a form to make that change, please provide me with the necessary form.]

Please reply promptly to my request. Any further collection or expenditure of dues or fees from me made without the procedural safeguards required by law will violate my rights under the National Labor Relations Act.

Sincerely,

[insert **your Name**]

APPENDIX F

Sample Letter of Union Resignation and Dues Revocation in Right to Work States

SAMPLE LETTER TO UNION:

[NOTE: It is recommended to send this letter by certified mail, return receipt.]

[At the same time that you resign from the union, you should also notify your employer.]

[insert **your Name**]
[insert **your Mailing address**]

[insert **Date**]

[insert **Name of appropriate union officer**]
[insert **Name of union**]
[insert **Address of union**]

Dear [insert **Name of appropriate union officer**]:

I am employed by [insert **Name of Employer**] in the Right to Work state of [insert **State's Name**]. Effective immediately, I resign from membership in the local union and all of its affiliated unions.

Because I have resigned my membership in the union, you must now immediately cease enforcing the dues checkoff authorization agreement that

I signed. That dues checkoff authorization was signed solely in conjunction with, and in contemplation of, my becoming a member of the union and, as such, is no longer valid. See *IBEW* (*Lockheed Space Operations Co.*), 302 N.L.R.B. 322 (1991); *Washington Gas Light Co.*, 302 N.L.R.B. 425 (1991) (employer in Right to Work state must cease dues deduction upon receipt of resignation/revocation).

If you refuse to accept this letter as both an effective resignation *and* an immediately effective dues checkoff revocation, I ask that you promptly inform me, in writing, of exactly what steps I must take to effectuate my revocation of the dues checkoff authorization.

More specifically, if you contend that I must meet a "window period" in order to revoke my dues checkoff authorization, I ask that you promptly send me a copy of the actual dues deduction authorization form that I signed, and also tell me specifically what "window period" dates I must meet in order to revoke the dues checkoff authorization.

Sincerely,

[insert **your Name**]

Sample Letter to Employer of Union Resignation and Dues Revocation in Right to Work States

SAMPLE LETTER TO EMPLOYER:
[NOTE: It is recommended to send this letter by certified mail, return receipt.]

[insert **your Name**]
[insert **your Mailing address**]

[insert **Date**]

[insert **Name of appropriate payroll department management employee**]
[insert **Name of department responsible for payroll deductions**]
[insert **Address of department responsible for payroll deductions**]

Dear [insert **Name of appropriate payroll department management employee**]:

I am employed by [insert **Name of employer**] in the Right to Work state of [insert **State's Name**]. Today I submitted my resignation from [insert **Name of union**]. A copy of my letter to the union is enclosed.

Because I have resigned my membership in the union, you must now immediately cease enforcing the dues checkoff authorization agreement that

I signed. That dues checkoff authorization was signed solely in conjunction with, and in contemplation of, my becoming a member of the union and, as such, is no longer valid. See *IBEW* (*Lockheed Space Operations Co.*), 302 N.L.R.B. 322 (1991); *Washington Gas Light Co.*, 302 N.L.R.B. 425 (1991) (employer in Right to Work state must cease dues deduction upon receipt of resignation/revocation).

If you refuse to accept this letter as both an effective resignation *and* an immediately effective dues checkoff revocation, I ask that you promptly inform me, in writing, of exactly what steps I must take to effectuate my revocation of the dues checkoff authorization.

More specifically, if you contend that I must meet a "window period" in order to revoke my dues checkoff authorization, I ask that you promptly send me a copy of the actual dues deduction authorization form that I signed, and also tell me specifically what "window period" dates I must meet in order to revoke the dues checkoff authorization.

Sincerely,

[insert **your Name**]

APPENDIX G

List of Nonchargeable Expenses

Courts continue to sort out union expenses that are chargeable and not chargeable to union non-members. No union expense is chargeable to an objecting non-member unless the union proves it concerns monopoly bargaining, contract administration, and grievance adjustment before a neutral decision-maker.

EXAMPLES OF NONCHARGEABLE EXPENSES

- Political activities, including activities related to ballot and bond issues
- Ideological activities
- Lobbying, unless necessary to ratify or fund the monopoly bargaining agreement in a non-member public employee's bargaining unit
- Public relations activities
- Litigation unrelated to monopoly bargaining and bargaining-related litigation solely for other bargaining units where the union does not show a reasonable expectation that other union affiliates will similarly fund

litigation for the non-member's bargaining unit

- Engagement in illegal strikes
- All or most organizing and member recruitment, depending on whether you are a public or private sector employee
- Union "members only" benefits
- Portions of union publications reporting on the foregoing activities

SOURCES FOR THE EXAMPLES OF NONCHARGEABLE EXPENSES

- *Ellis v. BRAC,* 466 U.S. 435 (1984)
- *Lehnert v. Ferris Faculty Association*, 500 U.S. 507 (1991)
- *Pirlott v. NLRB*, 522 F.3d 423 (D.C. Cir. 2008) [private sector organizing]
- *Locke v. Karass*, 555 U.S. 207 (2009)

APPENDIX H

NOTE: Only applies to private charter school employees in non-Right to Work states.

Sample Letter for Non-Member Objecting to Payment of Full Union Dues[19]

SAMPLE LETTER TO UNION:
[NOTE: It is recommended to send this letter by certified mail, return receipt.]

[insert **your Name**]
[insert **your Mailing address**]

[insert **Date**]

[insert **Name of appropriate union officer**]
[insert **Name of union**]
[insert **Address of union**]

Dear [insert **Name of appropriate union officer**]:

I object to the collection and expenditure by the union of a fee for any purpose other than my pro rata share of the union's costs of monopoly bargaining,

[19] Note: This sample letter applies only to non-members.

contract administration, and grievance adjustment, as is my right under *Communications Workers v. Beck*, 487 U.S. 735 (1988). Pursuant to *Beck*, I request that you provide me with my procedural rights, including: reduction of my fees to an amount that includes only lawfully chargeable costs; notice of the calculation of that amount, verified by an independent certified public accountant; and notice of the procedure that you have adopted to hold my fees in an interest-bearing escrow account and give me an opportunity to challenge your calculation and have it reviewed.

[If you pay dues by payroll deduction, include the following: Accordingly, I also hereby notify you that I wish to authorize only the deduction from my wages of representation fees limited to those costs that are lawfully chargeable under the National Labor Relations Act. If I am required to sign a form to make that change, please provide me with the necessary form.]

Please reply promptly to my request. Any further collection or expenditure of dues or fees from me made without the procedural safeguards required by law will violate my rights under the National Labor Relations Act.

Finally, this objection is permanent and continuing in nature.

Sincerely,

[insert **your Name**]

Sample Notice of Letter for Non-member Objecting to Payment of Full Union Dues

SAMPLE LETTER TO EMPLOYER:

[NOTE: It is recommended that this letter be sent by certified mail, return receipt.]

[insert **your Name**]
[insert **your Mailing address**]

[insert **Date**]

[insert **Name of appropriate payroll department management employee**]
[insert **Name of department responsible for payroll deductions**]
[insert **Address of department responsible for payroll deductions**]

Dear [insert **Name of appropriate payroll department management employee**]:

Today I submitted my objection to [insert **Name of union**] regarding the collection and expenditure by the union of a fee for any purpose other than my pro rata share of the union's costs of

monopoly bargaining, contract administration, and grievance adjustment, as is my right under *Communications Workers v. Beck*, 487 U.S. 735 (1988).

A copy of my letter to the union is enclosed. I will continue to meet my lawful obligation of paying a representation fee to the union under its "union shop" or "agency shop" agreement with [insert **Name of employer**].

Pursuant to *Beck*, I request that you ensure that the union provide me with my procedural rights, including those outlined in my letter to the union. If it does not, I ask that [insert **Name of employer**] provide them.

[If you pay dues by payroll deduction, include the following: Accordingly, I also hereby notify you that I wish to authorize only the deduction from my wages of representation fees limited to those costs that are lawfully chargeable under the National Labor Relations Act. If I am required to sign a form to make that change, please provide me with the necessary form.]

Please reply promptly to my request. Any further collection or expenditure of dues or fees from me made without the procedural safeguards required by law will violate my rights under the National Labor Relations Act.

Sincerely,

[insert **your Name**]

APPENDIX I

Sample Letter Resignation/Revocation Letter for Public Charter School Employees

[NOTE: It is recommended that this letter be sent by certified mail, return receipt requested.]

[insert **Date**]

[insert **Union Contact Info**]

[insert **Employer Contact info**]

Dear Union and Employer:

I, [insert **your Name**], notify [insert **Union name**], herein UNION, and my employer, [insert **Employer name**], herein EMPLOYER, of the following:

In case you consider me a member of UNION, I hereby resign from UNION and all of its affiliates, effective immediately.

You do not have my affirmative consent to take any money in union dues or fees from my paycheck. If you believe I have given consent in the past, that consent is revoked, effective immediately. I hereby revoke any

prior dues/fees-checkoff authorization I may have signed.

This notification is permanent and continuing in nature, unless and until I tell you otherwise. Under *Janus v. AFSCME*, I insist that you immediately cease deducting any and all union dues or fees from my paycheck.

If you refuse to accept this letter as revoking any prior checkoff authorization, please promptly inform me, in writing, of exactly what steps I must take to effectuate that revocation and stop the deduction of dues/fees from my paycheck for UNION.

Please reply promptly to my request. The further exaction of full union dues or fees from me in a manner inconsistent with this letter will violate my rights under the United States Constitution.

Sincerely yours,

[insert **your Name**]

APPENDIX J
State Laws on Decertification Elections for Public Sector Employees

The state laws mentioned below were last verified in May 2025. These laws may have changed since the verification date. For questions regarding decertification laws in your state, contact Foundation staff attorneys at (800) 336-3600, at legal@nrtw.org, or at https://www.nrtw.org/free-legal-aid/.

Alaska

- **Decertification Statute(s):** Alaska Statutes § 23.40.100
- **Filing Authority:** Alaska Labor Relations Agency
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 90-day period before CBA expiration date;
  2. after CBA expiration;
  3. after third year of CBA; or
  4. before CBA ratification if one year after union certification.

California

- **Decertification Statute(s):**

  - Educational Employee Relations Act (public schools and community colleges)
  - Dills Act (state employees)
  - Higher Education Employer-Employee Relations

Act (HEERA) (state universities)
  - Meyers-Milias Brown Act (MMBA) (cities and counties)
- **Filing Authority:** California Public Employees Relations Board
- **Filing Requirements:** File petition with the appropriate PERB regional office per PERB Regulation 32075 + at least 30% showing of interest.
- **Filing Window Periods:**

1. 90 to 120 days before CBA expiration date;
2. after CBA expiration;
3. 90 to 120 days before CBA's 3rd year anniversary; or
4. before CBA ratification if one year after union certification.

NOTE: Under the MMBA, decertification elections are determined and processed in accordance with the rules adopted by the local city or county agency. See California Government Code § 3507.1.

CONNECTICUT

- **Decertification Statute(s):** Connecticut General Statutes Annotated § 7-471(1)(ii)
- **Filing Authority:** Connecticut State Board of Labor Relations
- **Filing Requirement:** Allegation that a "substantial number of employees" assert that the union no longer represents a majority of employees in the unit.

- **Filing Window Periods:**

  1. 150 to 180 days before CBA expiration date;
  2. after CBA expiration;
  3. after third year of CBA; or
  4. before CBA ratification if one year after union certification.

NOTE: Municipal employees must provide 30% showing of interest with petition.

Delaware

- **Decertification Statute(s):** Delaware Statutes Title 19, § 1311(b)
- **Filing Authority:** Delaware Public Employee Relations Board
- **Filing Requirement:** 30% showing of interest + allegation that the union is no longer "the choice of the majority of employees in the unit."
- **Filing Window Periods:**

  1. 120 to 180 days before CBA expiration date;
  2. after CBA expiration;
  3. after third year of CBA; or
  4. before CBA ratification if one year after union certification.

District of Columbia

- **Decertification Statute(s):** District of Columbia Code § 1-617.10
- **Filing Authority:** District of Columbia Public Employee Relations Board

- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 60 to 120 days before CBA expiration date;
  2. after CBA expiration;
  3. after CBA has been in effect for 975 days or more; or
  4. before CBA ratification if 12 months after union certification.

Florida

- **Decertification Statute(s):** Florida Statutes Annotated § 447.308(1)
- **Filing Authority:** Florida Public Employees Relations Commission
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 60 to 90 days before CBA expiration date;
  2. after CBA expiration;
  3. after third year of CBA; or
  4. before CBA ratification if 12 months after union certification.

NOTE: Under SB 256, passed in 2023, unions must maintain 60% dues-paying members to maintain certification.

Hawaii

- **Decertification Statute(s):** Hawaii Revised Statutes § 89-7
- **Filing Authority:** Hawaii Labor Relations Board

- **Filing Requirement:** 50% showing of interest collected within 2 months of filing petition
- **Filing Window Periods:**

  1. after CBA expiration; or
  2. before CBA ratification if 12 months after union certification.

IDAHO

- **Decertification Statute(s):** Idaho Administrative Code § 09.05.03.014.12
- **Filing Authority:** Idaho Department of Commerce and Labor and Industrial Services
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. after CBA expiration; or
  2. before CBA ratification if 12 months after union certification or other decertification election.

ILLINOIS

- **Decertification Statute(s):** Illinois Statutes Chapter 115, § 5/7
- **Filing Authority:** Illinois Educational Labor Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. Between January 15 and March 1 in the year the CBA expires;
  2. Between January 15 and March 1 in the third year of CBA that is longer than three years;
  3. after third year of CBA; or

4. before CBA ratification if 12 months after union certification.

INDIANA

- **Decertification Statute(s):** Indiana Code § 20-29-5-3
- **Filing Authority:** Indiana Education Employment Relations Board
- **Filing Requirement:** 20% showing of interest
- **Filing Window Periods:**

1. January 15 to February 15;
2. July 1 to July 30 in the year of CBA Expiration
3. after CBA expiration; or
4. any time before CBA ratification if 24 months after union certification.

NOTE: In Indiana, decertification petitions can be filed by the union, employer, or an employee organization that is not the bargaining representative in addition to a group of employees.

IOWA

- **Decertification Statute(s):** Iowa Code Annotated §§ 20.14.3 and 20.14.5(a)
- **Filing Authority:** Iowa Public Employment Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

1. 150 to 365 days before CBA expiration date;
2. after CBA expiration;
3. after third year of CBA; or

4. before CBA ratification if 12 months after union certification.

Kansas

- **Decertification Statute(s):** Kansas Statutes Annotated § 75-4327(d)
- **Filing Authority:** Kansas Public Employees Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

1. 90 to 150 days before CBA expiration date or third year anniversary;
2. after CBA expiration; or
3. before CBA ratification if 12 months after union certification.

Maine

- **Decertification Statute(s):** Maine Revised Statutes Annotated Title 26, § 979-F (state employees)
- **Filing Authority:** Maine Labor Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

1. 60 to 90 days before CBA expiration date or third year anniversary;
2. after CBA expiration; or
3. before CBA ratification if 12 months after union certification.

Maryland

- **Decertification Statute(s):** Code of Maryland Regulations § 14.30.04.11
- **Filing Authority:** State Higher Education Labor Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 90 to 120 days before CBA expiration date;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

Massachusetts

- **Decertification Statute(s):** Massachusetts General Laws Chapter 150E, § 4, and 456 Code of Massachusetts Regulations § 14.04
- **Filing Authority:** Massachusetts Department of Labor Relations
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 150 to 180 days before CBA expiration date;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

Michigan

- **Decertification Statute(s):** Michigan Compiled Laws Annotated § 423.141(3) and (4)
- **Filing Authority:** Michigan Employment Relations Commission

- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 90 to 150 days before CBA expiration date;
  2. For public school contracts expiring between **June 1 and September 30**, the decertification petition must be filed between **January 2 and March 31** preceding CBA expiration;
  3. after third year of CBA; or
  4. before CBA ratification if 12 months after union certification.

Minnesota

- **Decertification Statute(s):** Minnesota Statutes § 179A.12, Subd. 3; Minnesota Rules 5510.0310, Subp. 15
- **Filing Authority:** Minnesota Bureau of Mediation Services
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 120 to 180 days before CBA expiration date (teachers);
  2. 60 to 120 days before CBA expiration date (all other public employees);
  3. after CBA expiration; or
  4. before CBA ratification if 12 months after union certification.

Missouri

- **Decertification Statute(s):** 8 Missouri Code of State Regulations § 40-2.020
- **Filing Authority:** Missouri Bureau of Mediation

Services

- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 180 to 210 days before CBA expiration date;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

Montana

- **Decertification Statute(s):** Montana Code Annotated § 39-31-207; Administrative Rules of Montana 24.26.102
- **Filing Authority:** Montana Board of Personnel Appeals
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 60 to 90 days before CBA expiration date or third year anniversary;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

NOTE: For school districts, units of the Montana university system, and community colleges: Petitions may be filed only on contract expiration or in **January** of the year in which the contract is scheduled to terminate.

Nebraska

- **Decertification Statute(s):** Nebraska Revised Statutes § 48-838; Nebraska Commission of Industrial Relations Rule 9

- **Filing Authority:** Nebraska Commission of Industrial Relations
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 60 to 120 days before CBA expiration date;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

Nevada

- **Decertification Statute(s):** Nevada Revised Statutes (NRS) § 288.525–288.530
- **Filing Authority:** Nevada Government Employee-Management Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 225 to 270 days before CBA expiration date;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

New Hampshire

- **Decertification Statute(s):** New Hampshire Revised Statutes Annotated § 273-A:10
- **Filing Authority:** New Hampshire Public Employee Labor Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 180 to 240 days before employer's budget submission date;

2. after CBA expiration;
3. after CBA's 3rd year anniversary; or
4. before CBA ratification if 12 months after union certification.

New Jersey

- **Decertification Statute(s):** New Jersey Administrative Code § 19:11-1.3
- **Filing Authority:** New Jersey Public Employment Relations Commission
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

1. 60 to 90 days before CBA expiration date;
2. after CBA expiration; or
3. before CBA ratification if 12 months after union certification.

New Mexico

- **Decertification Statute(s):** New Mexico Statutes Annotated § 10-7E-16 (A)
- **Filing Authority:** New Mexico Public Employee Labor Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

1. 60 to 90 days before CBA expiration date;
2. after CBA expiration;
3. after third year of CBA; or
4. before CBA ratification if 12 months after union certification.

NOTE: A **decertification** election is considered valid only if 40% or more of eligible employees in the unit vote.

New York

- **Decertification Statute(s):** New York Civil Service Rules & Regulations § 201.2
- **Filing Authority:** New York Public Employment Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 60 to 90 days before CBA expiration date;
  2. after CBA expiration;
  3. after third year of CBA; or
  4. before CBA ratification if 12 months after union certification.

Ohio

- **Decertification Statute(s):** Ohio Revised Code Annotated § 4117.07(A)(1)
- **Filing Authority:** Ohio State Employment Relations Board
- **Filing Requirement:** 50% showing of interest
- **Filing Window Periods:**

  1. 90 to 120 days before CBA expiration date;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

Oklahoma

- **Decertification Statute(s):** Oklahoma Statutes Annotated Title 70, § 509.2.C.7
- **Filing Authority:** Oklahoma Public Employees Relations Board
- **Filing Requirement:** 35% showing of interest
- **Filing Window Periods:**

  1. 90 to 120 days before CBA expiration date;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

Oregon

- **Decertification Statute(s):** Oregon Revised Statutes Annotated § 243.682
- **Filing Authority:** Oregon Employment Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 60 to 90 days before CBA expiration date;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

Pennsylvania

- **Decertification Statute(s):** Pennsylvania Statutes Annotated Title 43 § 1101.607
- **Filing Authority:** Pennsylvania Labor Relations Board
- **Filing Requirement:** 30% showing of interest

- **Filing Window Periods:**

    1. 60 to 90 days before CBA expiration date;
    2. after CBA expiration; or
    3. before CBA ratification if 12 months after union certification.

NOTE: An employer may file a petition alleging a good faith doubt of the majority status of the union, following the rules and regulations established by the PLRB.

Rhode Island

- **Decertification Statute(s):** General Laws of Rhode Island Annotated § 28-7-16
- **Filing Authority:** Rhode Island State Labor Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

    1. 30 to 60 days before CBA expiration date;
    2. after CBA expiration; or
    3. before CBA ratification if 12 months after union certification.

NOTE: The petition may be filed by a group of employees, an employer, or a rival labor organization.

South Dakota

- **Decertification Statute(s):** South Dakota Codified Laws § 60-9A-7
- **Filing Authority:** South Dakota Department of Labor and Regulation

- **Filing Requirement:** File a petition for the investigation or certification of a collective bargaining unit.
- **Filing Window Periods:** Any time if 12 months after union certification.

Tennessee

- **Decertification Statute(s):** Tennessee Code Annotated § 49-13-105
- **Filing Authority:** Tennessee Public Charter School Commission
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:** Any time if 12 months after union certification.

Vermont

- **Decertification Statute(s):** Vermont Statutes Annotated Title 21, Chapter 22, § 1581
- **Filing Authority:** Vermont Labor Relations Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

    1. 60 to 90 days before CBA expiration date;
    2. after CBA expiration; or
    3. before CBA ratification if 12 months after union certification.

Washington

- **Decertification Statute(s):** Washington Revised Code Annotated §§ 41.76.020(3); 41.59.070(4)
- **Filing Authority:** Washington Public Employees Relations Commission

- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 60 to 90 days before CBA expiration date;
  2. after CBA expiration; or
  3. before CBA ratification if 12 months after union certification.

West Virginia

- **Decertification Statute(s):** West Virginia Code § 21-1A-5
- **Filing Authority:** West Virginia Public Employees Grievance Board
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:**

  1. 180 to 210 days before CBA expiration date;
  2. after CBA expiration;
  3. after CBA's 3 year anniversary; or
  3. before CBA ratification if 12 months after union certification.

Wisconsin

- **Decertification Statute(s):** Wisconsin Statutes Annotated § 111.83(5)(h)
- **Filing Authority:** Wisconsin Employment Relations Commission
- **Filing Requirement:** 30% showing of interest
- **Filing Window Periods:** by September 15 each year.

NOTE: In Wisconsin, public sector unions, including those representing charter school employees, must

annually file a petition for certification or recertification and win the election by an absolute majority of the members in the bargaining unit or automatically be decertified.

APPENDIX K

How to Start a Decertification Election under the NLRA

First, you should assess the strength of your fellow employees' support for decertification within your specific bargaining unit. Usually, it is not worth calling for such an election unless you believe you can gather support from a majority of co-employees. To win, you will need a majority vote from charter school employees who vote on the election day. Remember, no employer involvement is allowed.

To proceed, you and other charter school employees should collect signatures on a petition that is similar to the following sample petition:

PETITION TO REMOVE UNION AS REPRESENTATIVE

The undersigned employees of _____ (employer name) do not want to be represented by _____ (union name), hereafter referred to as "union."

Should the undersigned employees constitute 30% or more, but less than 50%, of the bargaining unit represented by the union, the undersigned employees hereby petition the National Labor Relations Board to

hold a decertification election to determine whether the majority of employees also no longer wish to be represented by the union.

In addition, should the undersigned employees constitute 50% or more of the bargaining unit represented by the union, the undersigned employees hereby request that our employer immediately withdraw recognition from the union, as it does not enjoy the support of a majority of employees in the bargaining unit.

Name (Print)	**Signature**	**Date**
Name (Print)	**Signature**	**Date**
Name (Print)	**Signature**	**Date**
Name (Print)	**Signature**	**Date**
Name (Print)	**Signature**	**Date**
Name (Print)	**Signature**	**Date**

These signatures should be collected when the employees are on non-work time and in non-work areas! You must fill in the names of the union and

employer in the blank spaces above before you collect signatures. There should be no employer help, and employer resources should not be used.

Once employees have collected the appropriate number of signatures, they also need to fill out a separate NLRB "Petition" cover sheet, NLRB Form 502. This single sheet of paper is easy to fill out and is available from any Regional Office of the NLRB. The NLRB's website contains copies of the Petition Form (requires Adobe Acrobat Reader), as well as a directory of the regional NLRB offices in your area.[20]

Finally, Foundation staff attorneys may be contacted with questions on how to proceed, about assistance getting through to the NLRB, or concerning legal difficulties interfering with your efforts, at (800) 336-3600, legal@nrtw.org, or https://www.nrtw.org/free-legal-aid/.

[20] Visit http://www.nlrb.gov/guidance/fillable-forms and click on "Form NLRB- 502 (RD) - RD Petition."

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