Employ Respons Rights J (2016) 28:133–134
DOI 10.1007/s10672-016-9277-x

Introduction to "Imagining U.S. Labor Relations without Union Security"

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Published online: 15 March 2016

In the United States, union security is defined as an arrangement in which a labor organization may require employees to join the labor union and/or force employees to pay dues or fees to the organization for contract negotiation and administration. Union security clauses are contained in collective bargaining agreements which are negotiated between unions and employers. Unions prefer to negotiate either union shop security clauses, which requires that all employees are required to join the union after a probationary period if they wish to retain their employment with the employer, or an agency shop clause, which compels employees to tender a fee for collective bargaining services provided by the union if they choose not to become union members. Since the labor union is required to negotiate wages, benefits and working conditions as well as enforce the collective bargaining agreement on behalf of all employees, the purpose behind union security is to prevent employees from becoming "free-riders," that is from having employees benefit from union representation without providing any financial support for the services received.

Union security is currently under attack in the United States. In 2015, 16 state legislatures introduced right-to-work (RTW) bills with Indiana (2012), Michigan (2012) and Wisconsin (2015) having implemented RTW laws during the past four years. This legislation makes it illegal for unions and employers to negotiate union security clauses, such as the union shop and the agency shop, in collective bargaining agreements. As of March 2016, 25 states have passed RTW laws. Moreover, with the US Supreme Court deciding to hear *Friedrichs v. California Teachers Association* during this term, US public sector unions may no longer be able to require that non-members pay a fee for the collective bargaining services that they receive. However, given that Justice Antonin Scalia was believed to be the deciding vote and with his death in February 2016, a 4–4 tie would mean that the ruling of the lower court would be upheld. That said, this ruling ultimately depends on whether the Senate approves President Barack Obama's Supreme Court justice nominee in a timely manner.

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In this interesting and well-written essay, Professor Ann Hodges, who teaches employment law and labor law at the University Of Richmond School Of Law, analyzes what may occur if union security provisions are stripped from collective bargaining agreements. She argues that such a change could reduce both the size and power of unions although the way that unions react to this modification might eventually lead to stronger unions. Additionally, Professor Hodges examines what the loss of union security could potentially mean for the duty of fair representation, the system of exclusive representation as well as for allowing the union to bill nonmembers for specific services that they receive.

I welcome employment relations scholars from around the globe to contribute future essays analyzing any employment-related topic from a wide variety of theoretical perspectives. Moreover, if any of the journal's readers would like to respond to particular essays or articles published in the "Perspectives" Section, please do not hesitate to contact me with your proposal. I welcome both practitioner-based and scholarly-based articles. I hope that you enjoy this essay and find it most illuminating.