

## Summary of Canadian Statutory Union Security Provisions

### 1. Canada- Federal

**Mandatory dues clause required if union requests. Mandatory membership permissible, not required.**

*68. Nothing in this Part prohibits the parties to a collective agreement from including in the collective agreement a provision*

*(a) requiring, as a condition of employment, membership in a specified trade union; or*

*(b) granting a preference of employment to members of a specified trade union.*

*70. (1) Where a trade union that is the bargaining agent for employees in a bargaining unit so requests, there shall be included in the collective agreement between the trade union and the employer of the employees a provision requiring the employer to deduct from the wages of each employee in the unit affected by the collective agreement, whether or not the employee is a member of the union, the amount of the regular union dues and to remit the amount to the trade union forthwith.*

### 2. Alberta

**Employee authorization for dues deduction required. Mandatory membership in union permitted, not required.**

*27(1) An employee may, in writing, authorize the employee's employer to deduct from wages due to the employee an amount payable by that employee to a trade union for: (a) union dues, and (b) initiation fees not exceeding an amount equivalent to one month's union dues.*

*(2) The employer shall, from wages due to the employee, make the deductions authorized by the employee, and the authorization (a) is effective only for the amount or the percentage of the wages specified in it, and (b) continues in force for at least 3 months and afterwards until revoked in writing by the employee.*

*(3) The employer shall by the 15th day of each month remit to the trade union named in the authorization (a) the dues deducted for the preceding month, and (b) a written statement of the name of the employee for whom the deduction was made and of the amount or percentage of the employee's wages of each deduction, until the authorization is revoked in writing by the employee and the revocation is delivered to the employer.*

*(4) On receipt of a revocation of an authorization to deduct union dues, the employer shall immediately give a copy of the revocation to the trade union concerned.*

*29(1) Subject to subsection (2), nothing in this Act prevents a trade union from continuing an existing collective agreement or entering into a new collective agreement with an employer or employers' organization whereby all the employees or any unit of employees of the employer or of one or more employers represented by the employers' organization are required to be members of a trade union.*

### 3. British Columbia

**Mandatory membership permissible, not required. Union dues require employee authorization. No requirement for ratification vote, except in case of collective agreements concluded outside B.C.**

*15 (1) Nothing in this Code is to be construed as precluding the parties to a collective agreement from inserting in it, or carrying out, a provision (a) requiring membership in a specified trade union as a condition of employment, or (b) granting preference in employment to members of a specified trade union.*

*(2) Despite subsection (1), a trade union or person acting on its behalf must not require an employer to terminate the employment of an employee due to his or her expulsion or suspension from that trade union on the ground that he or she is or was a member of another trade union.*

#### ***Assignment of fees and dues***

*16 (1) An employer must honour an employee's written assignment of wages to a trade union certified as the bargaining agent for his or her employees under this Code, unless the assignment is declared null and void by the board, or is revoked by the assignor.*

*(2) The assignment must be substantially in the following form: To [name of employer]. Until this authority is revoked by me in writing, I authorize you to deduct from my wages and to pay to [name of the trade union] fees and dues in the amounts following: (1) Initiation fees in the amount \$ \_\_\_\_\_; (2) Dues of \$ \_\_\_\_\_ per \_\_\_\_\_; (3) Dues of \_\_\_\_\_% of hourly, weekly or monthly wages.*

*(3) Unless an assignor of wages revokes the assignment by written notice to the employer, or the board declares an assignment to be null and void, the employer must remit at least once each month to the trade union certified under this Code and named in the assignment the fees and dues deducted, with a written statement containing the names of the employees for whom deductions were made and the amount of each deduction.*

*(4) If an assignment is revoked, the employer must give a copy of the revocation to the assignee.*

*(5) Despite subsections (1), (2) and (3), the employer has no financial responsibility for the fees or dues of an employee, unless the employer owes the employee sufficient unpaid wages to pay the fees and dues assigned.*

### 4. Manitoba

**Dues deduction is mandatory. Mandatory union membership is permissible, not required. Ratification votes required.**

#### *Collective agreement conditions allowed*

*23(2) Nothing in this Act prohibits the parties to a collective agreement from inserting in the collective agreement a provision requiring, as a condition of obtaining employment, membership in a specified union, or granting a preference of employment to members of a specified union or requiring the payment of dues or contributions to a specified union.*

*76(1) Every collective agreement entered into, revised or renewed, between a union and an employer shall contain a provision requiring the employer*

- (a) to deduct from the wages of each employee in the unit affected by the collective agreement, whether or not the employee is a member of the union, the amount of the regular membership dues payable by a member of the union, except that where the employee is not a member of the union the amount deducted shall not include any portion of such dues that is payable in respect of pension, superannuation, sickness, insurance or other benefits that are available only to persons who are or have been members of the union or in respect of special assessments payable by members of the union;*

(b) to remit the amounts deducted under clause (a) to the union monthly or as may be provided in the collective agreement; and

(c) to inform the union, monthly or as may be provided in the collective agreement, of the names of the employees from whose wages deductions have been made under clause (a) and the amounts so deducted from each employee's wages.

76(2) Where a collective agreement entered into, revised or renewed, between a union and an employer does not contain a provision as required under subsection (1), it shall be deemed to contain such a provision and the employer shall comply with the provision.

## 5. Ontario

**Mandatory dues clause required if union requests, mandatory membership permissible, but not required. Ratification votes are required.**

### *Deduction and remittance of union dues*

47. (1) Except in the construction industry and subject to section 52, where a trade union that is the bargaining agent for employees in a bargaining unit so requests, there shall be included in the collective agreement between the trade union and the employer of the employees a provision requiring the employer to deduct from the wages of each employee in the unit affected by the collective agreement, whether or not the employee is a member of the union, the amount of the regular union dues and to remit the amount to the trade union, forthwith.

### *Definition*

(2) In subsection (1), "regular union dues" means,

(a) in the case of an employee who is a member of the trade union, the dues uniformly and regularly paid by a member of the trade union in accordance with the constitution and by-laws of the trade union, and

(b) in the case of an employee who is not a member of the trade union, the dues referred to in clause (a), excluding any amount in respect of pension, superannuation, sickness insurance or any other benefit available only to members of the trade union.

## 6. Newfoundland and Labrador

**Mandatory dues clause required if union requests, mandatory membership permissible, but not required.**

31. Nothing in this Act prohibits the parties to a collective agreement from inserting in the collective agreement a provision requiring, as a condition of employment, membership in a specified trade union, or granting a preference of employment to members of a specified trade union.

32. A provision in a collective agreement that requires an employer to discharge an employee because the employee is or continues to be a member of or engages in activities on behalf of a union other than a specified trade union is not valid.

87. (1) Except in the construction industry, where a trade union that is the bargaining agent for employees in a bargaining unit so requests, there shall be included in the collective agreement between the trade union and the employer of the employees a provision requiring the employer to deduct from the wages of each employee in the unit affected by the collective agreement, whether or not the employee is a member of the union, the amount of the regular union dues and to remit the amount to the trade union immediately.

(2) In subsection (1) "regular union dues" means

(a) in the case of an employee who is a member for the trade union, the dues uniformly and regularly paid by a member of the trade union in accordance with the constitution and by-laws of the trade union; and

(b) in the case of an employee who is not a member of the trade union, the dues referred to in paragraph (a), excluding an amount in respect of pension, superannuation, sickness insurance or other benefit available only to members of the trade union.

## 7. New Brunswick

### **Employee authorization for dues deduction required. Mandatory membership in union permitted, not required.**

*8(1) Notwithstanding anything in this Act, the parties to a collective agreement may include in the agreement provisions for requiring, as a condition of employment, membership in the trade union that is a party to or is bound by the agreement, granting a preference of employment to members of the trade unions, or requiring the payment of dues or contributions to the trade union.*

*8(2) Where a person is required by the terms of a collective agreement to be a member of a specified trade union, his membership or application for membership shall not be affected by any terms or conditions not applicable to other members.*

*8(3) No trade union that is party to or bound by a collective agreement, containing a provision mentioned in subsection (1), shall require the employer to discharge an employee where such employee has been expelled or suspended from membership, or denied membership in the trade union where*

*(a) the reason for expulsion, suspension or denial of membership is that the employee was or is a member of another trade union, or has engaged in activity against the trade union or on behalf of another trade union, or*

*(b) the employee has been discriminated against by the trade union in the application of its membership rules in circumstances where the employee is qualified to engage in the trade or work and is otherwise eligible for membership....*

*8(5) A trade union or council of trade unions and the employer of the employees concerned shall not enter into a collective agreement that includes provisions requiring, as a condition of employment, membership in the trade union that is a party to or is bound by the agreement unless the trade union has established at the time it entered into or became bound by the agreement that not less than fifty-five per cent of the employees in the bargaining unit were members of such trade union, and any such provision entered into contrary to this subsection is void.*

*8(10) No employer, and no person acting on behalf of an employer, shall discharge or otherwise discriminate against an employee within the meaning of this section when he has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members or when he has reasonable grounds for believing that membership, subject to subsection (4), was denied, suspended or terminated for a reason specified in subsection (3).*

*8(11) Where a dispute arises as a result of a provision in a collective agreement permitted by subsection (1), the employer's obligation to discharge an employee is arbitrable under the terms of that collective agreement.*

*9(1) Every employer shall honour a written authorization for the deduction of wages for union dues to a trade union certified under this Act or recognized by the employer in a recognition agreement.*

*9(2) An authorization pursuant to subsection (1) shall be substantially in the following form:*

*To (name of Employer)*

*I hereby authorize you to deduct from my wages and pay to (name of trade union) my regular dues . . . . .*

*(in the amount of \$. . . . . or in the per cent of . . . . . per cent or as assessed) per . . . . .*

*9(3) Unless an authorization under subsection (1) is revoked in writing pursuant to subsection (4), the employer shall remit the dues deducted to the trade union named in the authorization at least once each month together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.*

*9(4) An authorization under subsection (1) shall continue in effect for a minimum period of three consecutive months and thereafter the employee may revoke the authorization by delivering or sending to the employer a revocation in writing*

(a) at any time when there is no collective agreement in operation, or

(b) when there is a collective agreement in operation, within the period of two months prior to the expiry date of the collective agreement.

9(5) When an authorization is revoked pursuant to subsection (4), the employer shall give notice thereof to the trade union.

9(6) Notwithstanding anything in this section, there shall be no financial responsibility on the part of an employer for the dues of an employee unless there are sufficient unpaid wages of that employee in the employer's hands.

## 8. Nova Scotia

### **Employee authorization for dues deduction required. Mandatory membership in union permitted, not required.**

59 (1) Nothing in this Act prohibits the parties to a collective agreement from inserting in the agreement a provision requiring, as a condition of employment, membership in a specified trade union or granting a preference of employment to members in a specified trade union.

(2) No provision in a collective agreement requiring an employer to discharge an employee because such employee is or continues to be a member of, or engages in activities on behalf of a union other than a specified trade union, is valid.

60 (1) Nothing in this Act prohibits the parties to a collective agreement from inserting in the agreement a provision requiring the employer to honour a written authorization for deduction of wages for initiation fees and union dues to the bargaining agent.

(2) Every employer shall honour a written authorization for deduction of wages for initiation fees and union dues to a trade union certified or recognized by the employer as the bargaining agent.

(3) An authorization pursuant to subsection (2) shall be substantially in the following form:

To ..... (name of Employer)

I hereby authorize you to deduct from my wages and pay to (name of trade union) fees in the amount following:

(1) Initiation fee in the amount of .....

(2) Dues of \$. .... per .....

(4) Unless the authorization is revoked in writing pursuant to subsection (5), the employer shall remit the dues deducted to the trade union named in the authorization at least once each month together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

(5) Subject to the provisions of a collective agreement, an authorization pursuant to subsection (2) shall continue in effect for a minimum period of three consecutive months and thereafter the employee may revoke such authorization at any time by delivering to the employer revocation in writing.

(6) If an authorization is revoked pursuant to subsection (5), the employer shall give notice thereof to the trade union.

## 9. Quebec

**Mandatory union dues, mandatory union membership is permissible, but not mandatory. Ratification votes not required by statute.**

*47. An employer must withhold from the salary of every employee who is a member of a certified association the amount stated as an assessment by such association.*

*The employer must also withhold from the salary of every other employee who is a member of the bargaining unit in respect of which such association was certified, an amount equal to the amount provided for in the first paragraph.*

*The employer must remit monthly to the certified association the amounts so withheld with a statement indicating the amount taken from each employee and the employee's name.*

*63. No employer shall be bound, under any provision of a collective agreement, to dismiss an employee for the sole reason that the certified association has refused or deferred his admission as a member, has suspended his membership or excluded him from the association except in the following cases:*

*(a) the employee has been employed contrary to a provision of the collective agreement;*

*(b) the employee has participated, at the instigation or with the direct or indirect assistance of his employer or a person acting on behalf of his employer, in an activity against the certified association.*

## 10. Prince Edward Island

**Mandatory dues permissible, not required. If no mandatory check-off clause in collective agreement, then dues deduction only permitted with employee authorization. Mandatory union membership clause is permissible.**

*45. (1) A provision in a collective agreement requiring the deduction from wages of initiation fees and union dues is binding upon the parties thereto and all persons bound by the agreement.*

*(2) Where no such provision exists in a collective agreement, the deduction shall be made by the employer only if an individual employee in a unit delivers to the employer a signed written request that such deductions be made from the wages due to him therein and indicating the officer of such trade union to whom the deductions shall be paid.*

*(3) Any written request made by the employee under subsection (2) may not be revoked within six months from the date thereof.*

*(4) Unless the authorization is revoked by written request delivered to the employer, the employer shall remit the initiation fees and union dues deducted to the trade union named in the authorization at least once each month together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.*

*(5) If an authorization is revoked, the employer shall give notice thereof to the trade union.*

## 11. Saskatchewan

**Union dues mandatory if union requests. Union membership mandatory if union requests.**

*32(1) Upon the request in writing of an employee, and upon request of a trade union representing the majority of employees in any bargaining unit of his employees, the employer shall deduct and pay in periodic payments out of the wages due to the employee, to the person designated by the trade union to receive the same, the union dues, assessments*

*and initiation fees of the employee, and the employer shall furnish to that trade union the names of the employees who have given such authority.*

*(2) Failure to make payments and furnish information required by subsection (1) is an unfair labour practice.*

*36(1) Upon the request of a trade union representing a majority of employees in any appropriate unit, the following clause shall be included in any collective bargaining agreement entered into between that trade union and the employer concerned, and, whether or not any collective bargaining agreement is for the time being in force, the said clause shall be effective and its terms shall be carried out by that employer with respect to such employees on and after the date of the trade union's request until such time as the employer is no longer required by or pursuant to this Act to bargain collectively with that trade union:*

*Every employee who is now or hereafter becomes a member of the union shall maintain his membership in the union as a condition of his employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement in his employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the union shall, as a condition of his employment, tender to the union the periodic dues uniformly required to be paid by the members of the union; and the expression "the union" in the clause shall mean the trade union making such request.*

*(2) Failure on the part of any employer to carry out the provisions of subsection (1) shall be an unfair labour practice.*

*(3) Where membership in a trade union or labour organization is a condition of employment and:*

*(a) membership in the trade union is not available to an employee on the same terms and conditions generally applicable to other members; or*

*(b) an employee is denied membership in the trade union or his membership is terminated for reasons other than the failure of the employee to tender the periodic dues, assessment and initiation fees uniformly required to be paid by all other members of the trade union as a condition of acquiring or maintaining membership; the employee, if he tenders payment of the periodic dues, assessments and initiation fees uniformly required as a condition of acquiring and maintaining membership:*

*(c) shall be deemed to maintain his membership in the trade union for purposes of this section; and*

*(d) shall not lose his membership in the trade union for purposes of this section for failure to pay any dues, assessments and initiation fees that are not uniformly required of all members or that in their application discriminate against any member or members.*

*(4) Notwithstanding subsection (3), a trade union may assess or fine any of its members who has worked for the struck employer during a strike held in compliance with this Act a sum of not more than the net earnings that employee earned during that strike.*

*(5) No trade union shall require any member to pay an assessment or fine pursuant to subsection (4) unless the constitution of the trade union provides for the assessment or fine prior to the commencement of the strike.*

*(6) A fine imposed on a member pursuant to subsection (4) with respect to an action that takes place after the coming into force of this subsection is deemed to be a debt due and owing to the trade union and may be recovered in the same manner as a debt owed pursuant to a contract in a court of competent jurisdiction.*