Teachers' Retirement Fund is not chargeable with interest on his or her arrearages for time not credited to the teacher and that interest charges on his arrearages are governed by the provisions of the statute setting up the fund in which he last claims membership. A teacher now a member of the 1945 or 1947 fund would be governed by it provisions as to interest on arrearages and one transferring into the 1949 fund would then be governed by the provisions of the 1949 law.

OFFICIAL OPINION NO. 17

March 15, 1950.

Mr. Thomas R. Hutson,
Commissioner of Labor,
225 State Capitol Building,
Indianapolis, Indiana.

My Dear Mr. Hutson:

I have your letter under date of March 2, 1950, in which you request an official opinion of the following question, to-wit:

> "Under Indiana law, is it required that the wife of an employee join with her husband in a written assignment of wages authorizing the employer to deduct union dues for the employer?"

This subject has been generally discussed in previous opinions rendered by this office, but since your present query is different from those previously submitted and answered in official opinions numbered one hundred nine (109) (1949) and six (6) (1950), I again refer to the wage assignment law as follows:

> "No assignment of his wages or salary by a married man, who shall be living with his wife and shall be the head of a family, residing in this state, to any wage broker, or any other person, for his benefit, shall be valid or enforceable without the consent of his wife, evidenced by her signature to said assignment, executed and acknowledged before a notary public or other officer empowered to take acknowledgments of conveyances,

and no wage broker or person connected with him directly or indirectly shall be authorized to take any such acknowedgment.

"Provided that this act shall not apply to any deduction from the wages or salary of any employee of such employer, which deduction is made for the purpose of applying the same to any account of such employee in any credit union or any nonprofit organization of employees of such employer organized under any law of this state or of the United States." Section 40-208, Volume 8, Burns 1947 Pocket Supplement, Acts of 1945, Volume 2, Chapter 250, Section 1, page 1125.

"Any direction hereafter given by an employee to his or her employer to made (make) a deduction from the wages to be earned by said employee, after said direction is given, shall constitute an assignment of the wages of said employee." Section 40-213, Volume 8, Burns 1947 Pocket Supplement, Acts of 1945, Chapter 183, Section 1, page 452.

Section 40-214, Volume 8, Burns 1947 Pocket Supplement, Volume 11, Acts of 1947, Chapter 330, Section 1, Page 1319, recites in part as follows:

"Any assignment of the wages of an employee hereafter made shall not be valid unless:

"(a) It is in writing and signed by the employee personally, and is, by its terms revocable at any time by the employee upon written notice to the employer, and such assignment is agreed to in writing by the employer.

"(b) An executed copy thereof is delivered to the employer within ten (10) days after its execution.

"(c) It is made for the purpose of paying the:

"* * *

"(5) Dues to become owing by the employee to a labor organization of which he or she is a member."

It is suggested Section 40-208 *(supra)* is not applicable to an employee when the deduction from his wages or salary is

made for the purpose and to an organization as provided for in Paragraph 2 of said Section.

That a Union is recognized as being organized under the laws of the United States is acknowledged in International Organization, United Mine Workers of America *et al.* v. Red Jacket Consol. Coal & Coke Co., wherein the Court said:

> "* * * The union, therefore, is not to be condemned because it seeks to extend its membership throughout the industry. As a matter of fact, it has been before the Supreme Court in a number of cases, and its organization has been recognized by that court as a lawful one. * * *" 18 Fed. (2d) 839.

In recognizing labor organizations as being lawful the Supreme Court of the United States stated as follows:

> "* * * But the growth and necessities of these great labor organizations have brought affirmative legal recognition of their existence and usefulness and provisions for their protection, which their members have found necessary. * * *" United Mine Workers of American *et al.* v. Coronado Coal Company *et al.* (1921) 259 U. S. 344.

In discussing employees' organizations the Supreme Court of the State of Indiana said:

> "Whatever one man may do, all men may do, and what all may do singly they may do in concert, if the sole purpose of the combination is to advance the proper interests of the members, and it is conducted in a lawful manner." Karges Furniture Co. v. Amalgamated, etc., Union (1905), 165 Ind. 421.

I am, therefore, of the opinion that it is not necessary for the wife to join the husband in the assignment of any wages for dues owing to a labor organization of which the assignor is a member.