

Union Basics for Employers

What Every Company Should Know

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What Is a Union?

The National Labor Relations Act defines a union as “any organization of any kind, or an agency or an employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work.”

Key Aspects of a Union



- 1 Exclusive bargaining representative
- 2 “Political” entity
- 3 Charges dues other fees
- 4 Must be voted in and voted out
- 5 Limits employer freedom and increases costs

Janus v. AFSCME

Government employees are no longer required to pay agency fees if they do not join a union.

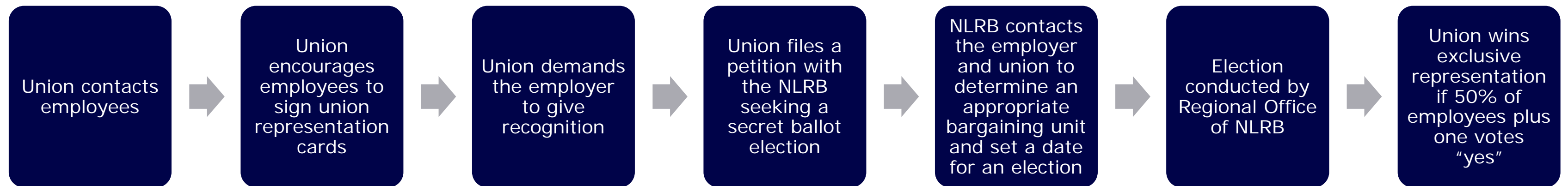
Two Ways a Workplace Becomes Unionized

1. Employer chooses to voluntarily recognize the union.



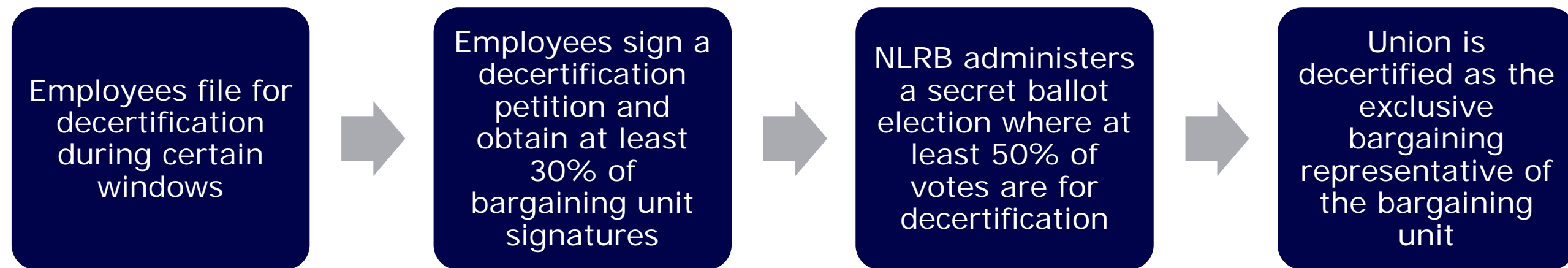
2. The National Labor Relations Board orders the employer to deal with the union by a certification after the results of a union election.

Union Representation Process



Union Decertification Process

There can be no company involvement during this process under the National Labor Relations Act.



Contract Negotiation

- Once a union is voted in, the employer must deal with the union directly regarding terms and conditions of employment.
- It can take many months to reach agreements on wages, benefits, and other items.
- Employers may not unilaterally change terms or conditions of employment unless the parties reach an “impasse.”
- Both sides must engage in “good faith” collective bargaining.

Unfair Labor Practices

- Occurs when an employer or union violates Section 8 of the National Labor Relations Act.
- Common charges against employers include interfering with employee rights to engage in union activity and engaging in “bad faith” collective bargaining, such as disciplining employees for union activity or attempting to negotiate directly with employees.
- Common charges against unions include failure to represent an employee in a grievance, failure to bargain in “good faith,” coercion of employees, and illegal picketing or boycotts.
- NLRB charges can result in temporary injunctions, reinstatement, back pay, and other make-whole remedies.

Grievance/Arbitration Process

- If an employee believes the employer has violated the collective bargaining agreement, the employee/union can enter into the grievance process.
- Can dispute employee discipline or other violations of the union contract.
- Grievance procedures usually have multiple stages with progressively higher levels of management involvement.
- Most grievance procedures ultimately allow for arbitration, where a neutral party will issue a binding decision.

Strikes



- Strikes often occur after the expiration of a collective bargaining agreement, since most contracts have “no-strike” clauses.
- Official strikes take place after a majority vote.
- Employers cannot take adverse actions against employees who choose to strike or offer special benefits in exchange for not striking.
- Two categories: “economic strikes” and “unfair labor practice strikes”



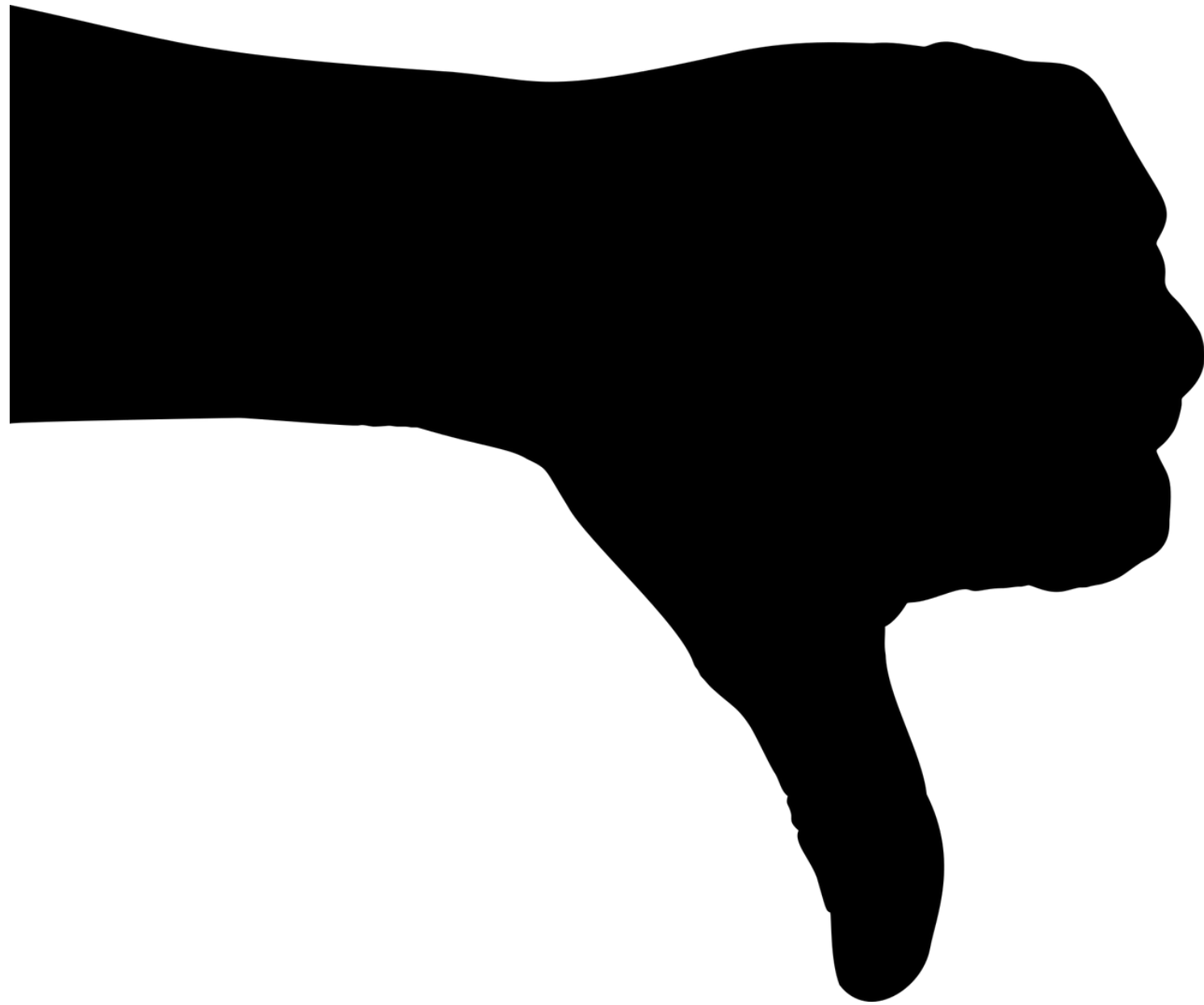
Employer Lock Out

Employer Do's



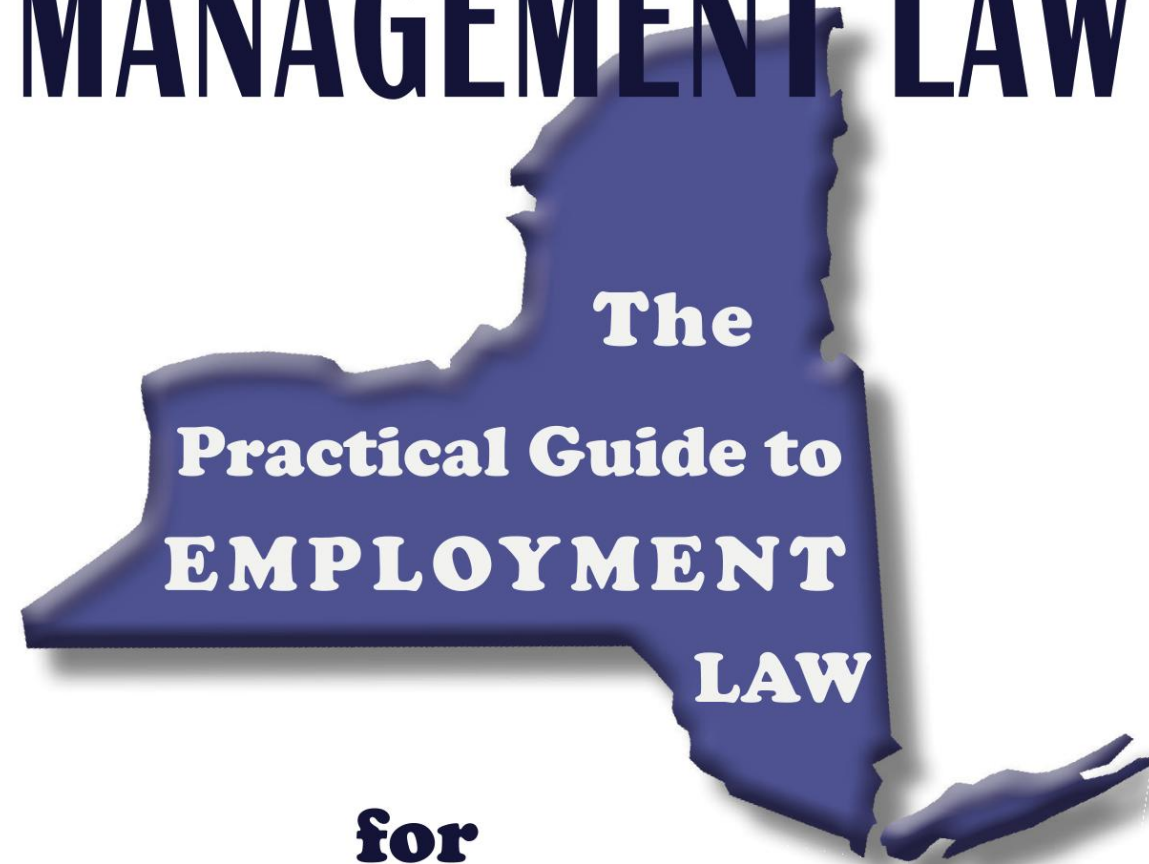
- 1 Keep employees happy
- 2 Make yourself accessible
- 3 Listen to employee concerns
- 4 Tell employees about their legal rights
- 5 Maintain good working relationship with union leaders

Employer Don'ts - TIPS



- 1 Threaten
- 2 Interrogate
- 3 Promise
- 4 Surveillance
- 5 Don't treat employees who favor the union differently

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Thanks for your time!

Questions?

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