



Labor and Employment Law Seminar

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WAGE, LABOR, AND WORKFORCE OPERATIONS: THEY'RE TALKING ABOUT A UNION: WHAT MANAGERS SHOULD DO BEFORE THEY MAKE IT WORSE



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**WAGE, LABOR, AND WORKFORCE
OPERATIONS:
THEY'RE TALKING ABOUT A
UNION: WHAT MANAGERS
SHOULD DO BEFORE THEY
MAKE IT WORSE**

Agenda

- Understand Employer and Employee Rights Under The National Labor Relations Act (“NLRA”)
- Understand Union Organizing Strategy
- Effective and Lawful Communication of Company’s Position on Unionization
- How Managers Can Help Set the Tone of a Positive Work Environment

RIGHTS OF EMPLOYEES AND EMPLOYERS UNDER THE NLRA

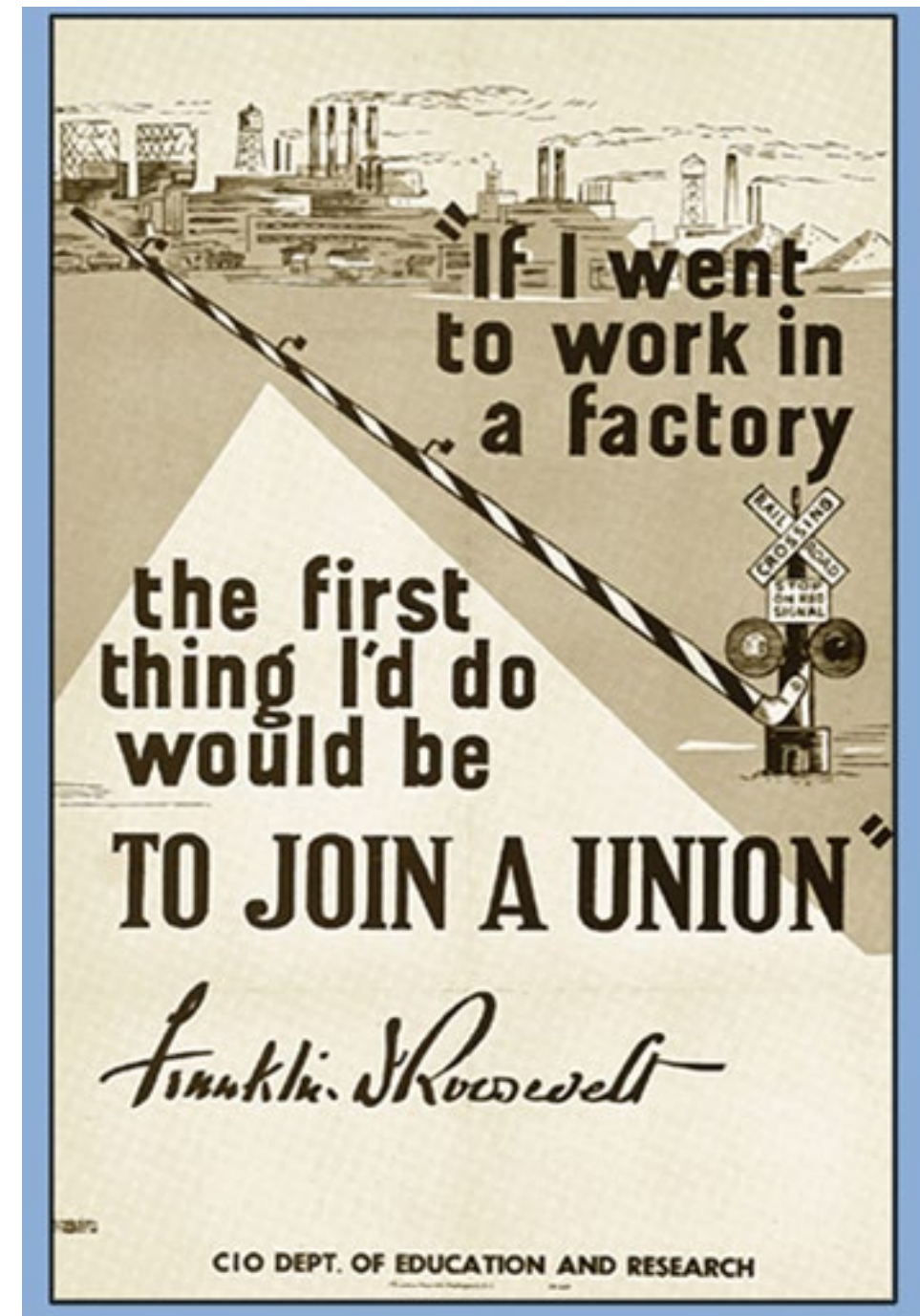
National Labor Relations Act

Section 7 (Rights of Employees)

EMPLOYEES SHALL HAVE THE RIGHT:

- To self-organize, form, join or assist labor organizations
- To bargain collectively through their chosen representatives
- To engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or
- To refrain from any and all such activities...

Those rights include strikes, picketing, and other protected concerted activity, subject to statutory limits



Section 7 Rights – Modern Examples

Complaints via email and social media

Repeated disruptive complaints regarding pay and benefits

Organized and concerted work stoppages and walk-outs

Discussions of confidential internal investigations

Discrimination and retaliation for engaging in protected concerted activities (PCA)

Social Justice Conversations

National Labor Relations Act

Section 8(c) - Employer Free Speech Rights

The **expressing of any views, arguments or opinions** or the dissemination thereof, whether in written, printed, graphic or visual form **shall not constitute or be evidence of an unfair labor practice** under any of the provisions of this subchapter, if such expression contains no threat of reprisal or force or promise of benefit.

The NLRA's Statutory Rights in Practice

Employer's Bargaining Duty

- Section 8(a)(5) requires employers to bargain in good faith over mandatory subjects and terms of employment
- The duty is to meet, confer, and exchange proposals sincerely – but does **not** require an employer to agree to a contract or make concessions
 - Once certified, a union becomes the exclusive bargaining representative for the unit

The NLRA's Statutory Rights in Practice

The Right to Strike

- Section 13 protects an employee's right to strike, with certain statutory and case-law limitations on this right
- Economic strikes are used to pressure the employer on wages, benefits, or working conditions and are used to create leverage in bargaining
- In contrast, unfair labor practice (ULP) strikes are used to protest unlawful employer conduct.
 - The distinction between economic and ULP strikes matter because it affects bargaining leverage and reinstatement rights



Union Organizing

What Is A Union?

- An organization that takes over rights of individual employees
- The employees' "sole and exclusive" agent for purposes of bargaining about terms and conditions of employment
- Individual employee grievances must go through the union
- Union members are subject to "union rules" and restrictions
- Employees must pay dues, fees, fines and assessments to the union

**WHAT IS THE MINIMUM
NUMBER OF
EMPLOYEES REQUIRED
TO FORM A UNION?**

Why Do Unions Organize?

They are a business... and they make money through membership.

Potential Income:

- $100 \text{ employees} \times \$55 \text{ per month} \times 36 \text{ mos.} = \$198,000.00$
- A certain amount of each member's monthly dues are paid directly to the International Union.
- Fines and assessments



Why Have Unions Declined?

- Role taken over by statutes
- Employers are more sophisticated/progressive
- Employers actively educate employees about Unions
- Fewer Union jobs available
 - Industries uncompetitive
 - Jobs moved out of the country

The Reality of Union Organizing

- Employees generally do not vote for the Union.
- They vote against perceived or real problems in their working environment (wage disparities, working conditions, etc.).

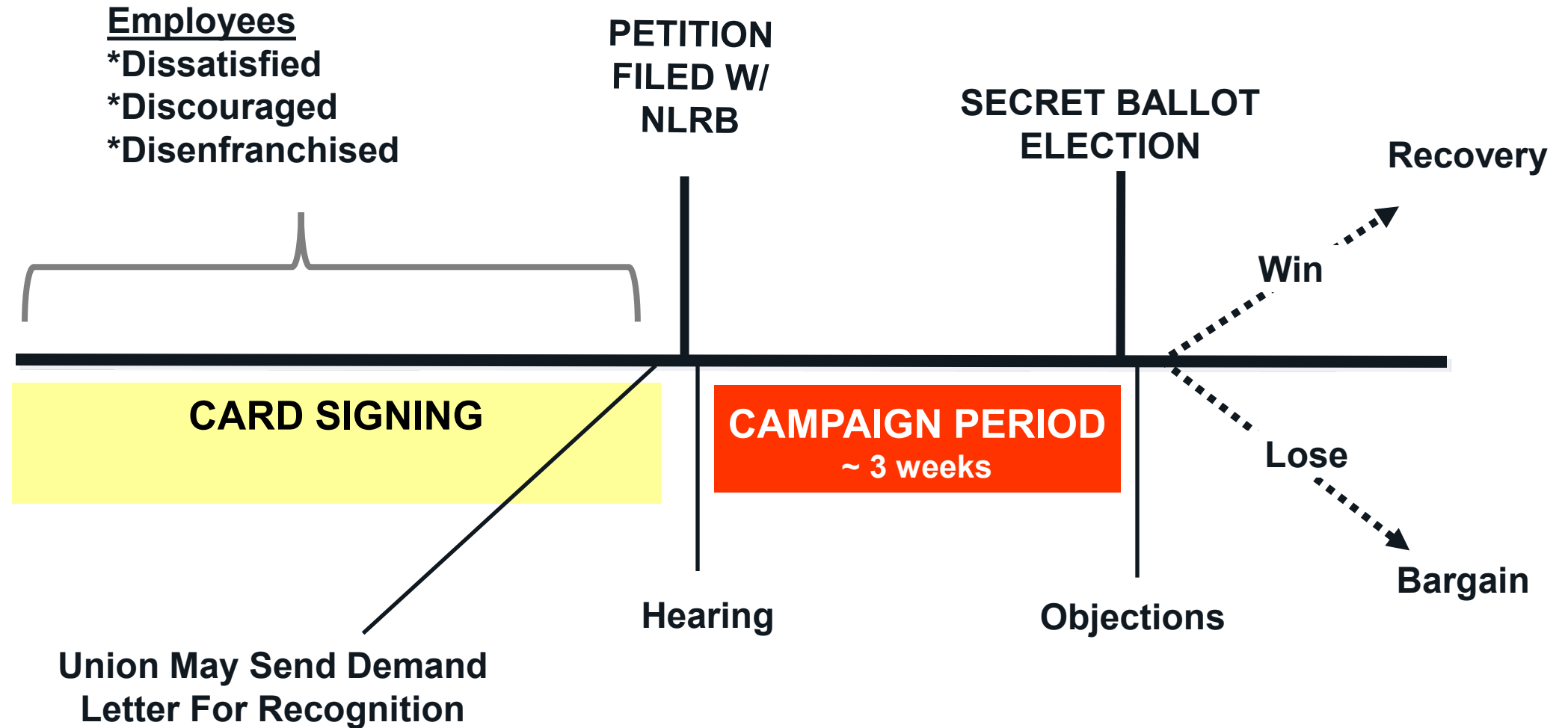


Why are we here?

- The NLRB received **2,633** union election petitions in 2025.
- This is an over 60% increase from the number of petitions received in FY 2021, when the NLRB received 1,638 petitions for the entire year.
- Mid-Year 2025 data demonstrates that Unions prevailed in **81%** of elections from union-filed petitions and **44.1%** of elections from employer-filed petitions.



How Do Unions Organize Workplaces?



What Is a Union Authorization Card?

- A signed legal statement that an employee wants the Union to represent him/her.
- If the Union gets cards signed by 30% of your employees, they can petition the NLRB for an election in an appropriate bargaining unit; or
- If the Union gets cards signed by a majority of employees, it can send a letter asking the Company to bargain.

What Does An Authorization Card Look Like?

Authorization for Representation Under the National Labor Relations Act

I, the undersigned employee of
Company: _____
Address of company: _____
authorize Local _____ affiliated with the International Brother-
hood of Teamsters, Chauffeurs, Warehousemen and Helpers of
America to represent me in negotiations for better wages, hours
and working conditions.

(PLEASE PRINT)

Name _____ Date _____

Home Address _____
(Number and Street) (City, State and Zip Code)

Social Security Number _____ Phone _____

Job Classification _____

Signature _____



How Do Organizers Obtain Signatures?

- A union can and will tell employees almost anything to get them to sign a card
- Unions tell employees to keep the card-signing secret
- Card-signing may occur without an employer's knowledge

What Do Organizers Say About Cards?

A union can and will tell employees almost anything to get them to sign a card

- “It’s just so you can get more information.”
- “The card is confidential.”
- “Cards don’t mean you’re authorizing the union to represent you.”
- “It’s not binding.”
- “Everyone else already signed on.”
- “It doesn’t mean anything because you can always revoke it.”

These statements are NOT true!

What Promises Do Organizers Make To Get Employees to Sign Cards?

- “A “better life” or “standard of living”
- Higher wages
- Better healthcare benefits/lower costs
- Union pension plan
- Company can’t make changes without employees’ input
- A “voice” or a “seat at the table”
- “We can protect you”

All of these promises are lawful.

These promises are NOT guaranteed.

An Important Thing To Remember

Stop the cards and you stop the union!



Examples of Potential Management Response: Should I Sign A Union Card?

- We don't think you should. It legally signs away to the Union your right of choice of representation.
- After you have had an opportunity to learn the facts about the Union, you may decide you don't want it to represent you.
- By signing a card now, you may be giving up your right to vote against the Union should you later change your mind.

What Do Supervisors Need To Know?

About the Company?

- The benefits the Company provides employees
- Company's track record of successful "pro-employee" actions
 - Including Supervisor's own personal track record
- Their role in educating employees about the benefits of working for your Company and continuing to build a positive "track record"
- Their role as a "first responder"
- When to involve management team in decisions

About Unions?

- Facts about the historical track record of unions
- Facts about union(s) most likely to organize employees
- Facts about why employees would be better off without a union controlling their jobs
- Early warning signs of unrest or union activity

What Do Supervisors Need To Know About Their Legal Status?

- Supervisors and managers are a Company's “agents”
 - Eyes
 - Ears
 - Mouthpiece
- A Company is responsible for everything said **to** a supervisor or **by** a supervisor.
 - The NLRB will assume that any knowledge a supervisor has of union activity has been passed on to the Company.
- Supervisors may not engage in any union activity.
- Supervisors must actively cooperate with the Company's position with respect to unions.

Union membership and supervisory status are fundamentally incompatible!

Early Warning Signs Of Organizing Activity?

The Obvious:

- Pro-union literature
- Union t-shirts, stickers, buttons, etc.
- Union billboards
- Authorization cards
- Presence of strangers
- Home visits by organizers
- Anti-company literature, graffiti or cartoons



Early Warning Signs Of Organizing Activity?

The Not So Obvious:

- “Want-it-in-writing” mentality
- Increased complaints
- More argumentative questions and climate
- Unusual questions about wages, benefits, policies and practices
- Requests for information by employees
- Request for employee names/addresses/phone numbers
- Demands from employees, especially couched in union language like “duty to bargain,” “seniority,” and “just cause”



Early Warning Signs Of Organizing Activity?

The Not So Obvious:

- Employee petitions / group complaints
- Employees away from work areas
- Employee groups change
- Employee groups stop talking when approached
- Increase in requests for time off on the same day
- Flash rumors
- Social media activity
- Off-work events/gatherings



Early Warning Signs Of Organizing Activity?

Below The Surface:

- Turnover rate changes
- Decline in productivity
- Absence of employee participation or feedback
- Changes in performance of individual workers
- Distrusting rather than trusting climate



**WHAT COMES
AFTER THE
CARDS?**

Be Prepared for “Demand for Recognition”

- Recent revival of Union recognition process in which the Union becomes the authorized representative without going through a secret ballot election.
- Bargaining obligations imposed if an employer rejects or ignores union recognition demands or upon commission of ULP.
- Alternatively, if the Employer commits ULPs after the Union demands recognition or files a Petition for an election, the NLRB may issue a Bargaining Order with no election.

Responding to a Demand for Recognition

- According to a *Cemex*, the Employer must file an RM Petition to test Union's claim to a majority if Employer does not want to recognize the Union.
- RM petition must be filed within 2 weeks of the demand for recognition.
 - Failure to do so will likely result in a ULP and the NLRB issuing a Bargaining Order without ever conducting an election.

Secret Ballot Election

- Union cards begin the process.
- NLRB Petition – Union needs 30% of the employees in the unit to file a NLRB petition (most unions, however, will not file without a majority).
- Must file “Statement of Position” with NLRB by noon on 7th day after petition.
- Hearing or a stipulated agreement as to the appropriate voting unit at an employer .
- Must provide list and full contact information of all eligible employees.
- NLRB secret ballot election, normally at the employer’s facility – majority of those voting determine the results – total expected time from petition – 21 days.



NLRB's Quickie Election Rules:

- Hearings over appropriate units will be delayed until after the election
- The campaign time between filing and the election will now be about 21 days

What Happens If A Union Wins An Election?

- Immediate bargaining obligation in an appropriate unit
- Neither party required to “give in” or make concessions
- No guarantee of a contract
- No third party can force Company to agree to specific terms
- No time limits on bargaining
- Must be done in “good faith”

Wages & Benefits

3 potential results, 2 are bad for employees

- Wages/benefits go up
- Wages/benefits stay the same
- Wages/benefits go down



Why are First Contracts Important?

- A first-contract is the initial collective bargaining agreement negotiated between a newly certified union and the employer covering the bargaining unit
- A first-contract turns a union election into enforceable obligations
- The terms of a first contract define the baseline for wages, benefits, work rules, and management rights
- It sets the tone for long-term labor relations between an employer and the union



First Contracts Under Current Law

- Today, there is no statutory deadline for reaching a first collective bargaining agreement
 - Meaning employers may negotiate for months, or even years, to hammer out a fair contract
 - This structure preserves negotiation leverage on both sides
- As a result, first-contract bargaining may continue for months or years
 - On average it takes approximately 458 days to obtain a first contract – this will vary based on the industry
 - Professional & Business Services: 269 days
 - Transportation & Warehousing: 361 days
 - Construction: 421 days
 - Education: 466 days
 - Health Care & Social Assistance: 528 days
 - Data addressing first contracts from 2005-2022 found that 53% of contracts took more than a year after election to sign

What is the Faster Labor Contracts Act (FLCA)?

- H.R. 5408 was introduced in the House last year by Rep. Donald Norcross (D-NJ)
 - On May 20, the House reached the 218 signatures needed on a discharge petition to force a floor vote
 - On June 9, the House passed the bill by a vote of 230-193
 - FLCA now moves to the Senate where the bill has bipartisan support
- It is a proposed amendment to the NLRA that only targets first-contract bargaining.
- If passed, the FLCA would represent one of the most significant proposed labor-law changes in decades



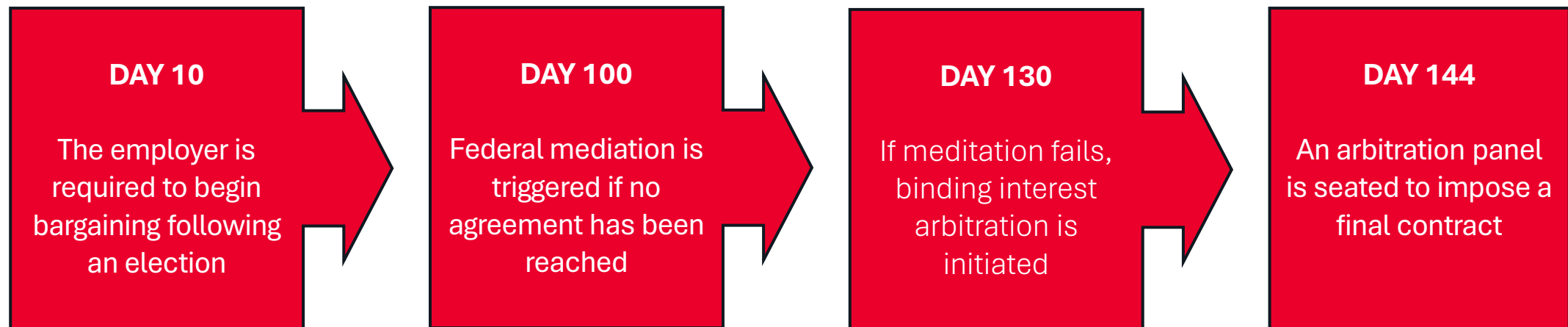
Why Should Employer's Care?

- The National Labor Relations Act (NLRA or the Act) has governed private-sector labor relations since 1935 and created the modern framework for union recognition, collective bargaining, and economic pressure
 - Union election activity has generally increased in recent years, with the National Labor Relations Board (NLRB) receiving 2,743 union election petitions in 2025
- The proposed Faster Labor Contracts Act (FLCA) would materially change the first-contract bargaining process for Employers and newly organized workplaces
 - First-contract bargaining is where leverage, timing, and business risk are most acute
- Current system allows bargaining to continue without a statutory deadline, the FLCA would replace that flexibility with a compressed timeline and mandatory arbitration

What Would FLCA Actually Do?

The legislation would amend the NLRA to impose a compressed, federally mandated timeline on first-contract negotiations in the private sector.

Under this framework, following union certification:



What Would FLCA Actually Do? Continued

FLCA's framework represents a maximum bargaining period of 120 days – 90 days of bargaining followed by 30 days of mediation – before either party can invoke mandatory arbitration.

To put that window into context: one researcher found that fewer than 10% of first contracts have historically been achieved within 120 days.



Binding Interest Arbitration Framework

- At the 130-day mark, if no agreement is reached after bargaining and mediation periods, dispute is referred to a three-member arbitration panel
- Arbitrators will determine the contract's terms and must consider the following statutory factors:
 - Employers' financial status
 - The size and type of the employer's business
 - Employee cost of living
 - Employees' ability to support themselves and their dependents
 - Wages and benefits paid by others in the same business
- The panel's binding decision would remain in effect for **two years** absent mutual written amendment

Implications of the FLCA

1. No Ratification Vote
2. Reduced Bargaining Flexibility
3. Increased Arbitration Risk
4. Financial Exposure
5. Right to Strike
6. Right to Implement
7. Strategic Delay
8. Operational Adjustments
9. Administrative Burdens & Changes

What Would FLCA Actually Do? Continued

FLCA amends the NLRA to add a new status-quo obligation to Section 8(d):

- An Employer must “maintain current wages, hours, and terms and conditions of employment pending an agreement.”

In practice, this additional obligation in Section 8(d) would expand an Employer’s existing statutory good faith obligations

- Current Section 8(d) language: says bargaining requires meeting and conferring in good faith, but does not require agreement or a concession
- Proposed language: add “an employer’s duty to collectively bargain shall continue absent decertification of the representative following an election conducted pursuant to Section 9”

This would extend bargaining leverage—the employer could be locked into existing terms while the process moves through mediation and possible arbitration, thus limiting management flexibility

**WHAT CAN
MANAGERS DO
AND SAY TO
OPPOSE UNION?**

Solicitation and Distribution

Rules For Non-Employees

- You may establish a rule which prohibits Solicitation and Distribution on your Property

Rules For Employees

- You may establish a rule which prohibits Solicitation During Working Time
- You may establish a rule which prohibits Distribution During Working Time
- You may establish a rule which prohibits Distribution in Work Areas

No Discrimination

- DON'T treat any employee differently because of an employee's support of or opposition to a union
 - Make sure you have legitimate business reasons for your decisions and actions – and be sure you are being consistent
 - Make sure your decisions and actions can be supported
 - Follow Company policies and procedures
 - **Remind managers that during the campaign, they should not take any disciplinary action or terminate employees without talking to the leadership team**

How to Communicate: Captive-Audience Meetings

- The NLRB holds that mandatory meetings about unions or “captive-audience meetings” are illegal.
- Such meetings had previously been considered lawful for more than 75 years. The Board majority did stop short of barring all employer meetings, noting voluntary meetings where employers express their views on unionization remain lawful and specifying “safe harbor” steps employers may take to avoid a violation when holding such meetings.
 - *Amazon*, 373 NLRB 136 (2024)

How to Communicate: Captive-Audience Meetings

Safe Harbor: the Board will not find a violation if, reasonably in advance of the meeting, the employer informs employees of the following:

1. The employer intends to express its views on unionization at a meeting at which attendance is voluntary.
2. Employees will not be subject to discipline, discharge, or other adverse consequences for failing to attend the meeting or for leaving the meeting.
3. No rewards for employees who attend the meeting.
4. The employer will not keep records of which employees attend, fail to attend, or leave the meeting.

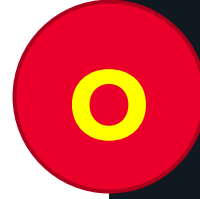


Employers (i.e. managers and supervisors) have free speech rights, provided they do not engage in T.I.P.S.

What Can You Share?



Facts



Opinions



Examples

Examples of Facts

- Union membership in the U.S. has been steadily declining since the 1950s
 - Have laws not to protect employees
 - Businesses have closed
 - Work has left the US
- More than 9 out of 10 workers in the private sector have chosen to be union free
- Employees don't get paid when they are on strike
- Unions are big businesses and need dues from hard-working employees

What to Communicate

- The NLRB found an employer's statements that unionization could harm their direct relationship with management was illegal. Instead, such statements must be strictly fact-based, reflect outcomes beyond the employer's control, and avoid any hint of coercion or threats.
- Overturns 40 years of case law allowing employers to advise employees that unionizing will change the way employees interact and address management concerning individual grievances.
 - *Siren Retail Corp. d/b/a Starbucks Reserve Roastery & Workers United, Affiliated with Serv. Employees Int'l Union*, 373 NLRB No. 135 (November 8, 2024).

Examples of Opinions

- During negotiations, the union could insist on work rules that would limit our flexibility and possibly hurt our job security.
- Our employees don't need a union. Our employees are better off speaking for themselves, as we do now.
- Unions can bring conflict instead of cooperation.
- There are usually no real winners in a union strike.

Examples of Experiences

- You can share experiences you or someone you know had, no matter how awful or shocking. Be truthful.
- BUT ... you cannot end your story by saying (or implying) “and the same thing will happen here if the union gets in.”
- The key is not to discuss/predict the future – experiences are based on the past.

Examples of Lawful Statements

FOE – Facts, Opinions, Experiences

- ❖ Tell your employees about the benefits they presently enjoy and that these benefits are available without a union.
- ❖ Tell your employees how salaries, benefits and working conditions compare with other similar companies whether unionized or not.
- ❖ Tell your employees about any untrue or misleading statements made by a union representative. **You may always give employees correct facts.**
- ❖ Tell your employees that you prefer to deal with them directly, rather than through a union.
- ❖ Tell your employees about your prior experiences with unions, if any

Educate Employees: What Can the Union Do?

What a Union can do:

- Negotiate with the Company
- Strike
- Collect dues, fees, & fines

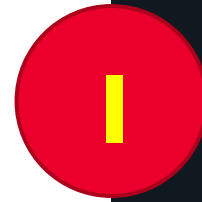
What a Union cannot do:

- Guarantee higher wages, better benefits
- Guarantee employment or hours of work
- Prevent terminations or layoffs
- Set job standards
- Replace managers/supervisors

What Must You
Avoid?



Threaten



Interrogate



Promise



Spy

RULE OF T.I.P.S.- DON'T Threaten (or Intimidate)

- Do not **THREATEN** an employee that he or she, or any other employee will be, or has been, disciplined, or wages reduced because of Union activity, or because of an individual's Union activity.
- It's a threat to indicate that the Company will take away benefits if the Union gets in. It's not a threat to indicate that something bad will happen because of what the Union may do or the bargaining process.
- Examples:
 - “We’ll close before we ever go union.”
 - “If the union comes in, we’ll lay off employees.”
 - “You know the old saying, ‘You're either for us or against us.’ We only want people who are ‘for us’ working here.”
 - “If a union comes in here, the Employer will move this facility.”
 - “Everything you have now goes away and you start from scratch in bargaining.”
 - “If the Union gets in, we’ll never agree to a contract,” or “we’ll never agree to continue _____.”

RULE OF T.I.P.S.- DON'T Interrogate

- Do not **INTERROGATE** employees about Union activity. A Company agent may not ask employees any questions about the Union.
- Examples:
 - “Why do some employees want the union?”
 - “Which way are you going to vote?”
 - “Did you hear a letter was passed out with information about unions?”
 - “Any idea how many people actually showed up to that Zoom meeting the other day?”
 - “What do you think about this Union?”
 - “Who’s behind this campaign?”
 - “Who was at the meeting last night?”

RULE OF T.I.P.S.- DON'T Promise

- Do not **PROMISE** favors, or increase benefits, or wage increases in return for voting against or not supporting Unions.
- Examples:
 - “If you give us a second chance, we’ll give everybody raises.”
 - “I don’t know why you think you need a union. Tell me what your concerns are, and I’ll deal with them.”
 - “We were planning on increasing benefits, but we can’t do that until we get past this union distraction.”

RULE OF T.I.P.S.- DON'T Spy

- Don't SPY on or try to eavesdrop on employees when they are talking about the union
 - If a group of employees leave the building during a break, DON'T follow them or snap a picture with your camera-phone
- Also, DON'T give employees the impression you're spying
 - “I know Tim and Sue were at the union meeting last night. Who else was there?”
 - Don't watch or take pictures of employees handing out union paraphernalia.

**RECAP: WHAT CAN
SUPERVISORS DO?**

WHAT CAN SUPERVISORS DO?

- Campaign communication
 - DO communicate facts and views to employees
 - DO share the risk of unions; and positives about the Company
 - DO plan an effective way to communicate with employees
- DON'T sit back and let the union provide its point of view only (but do not react to every union communication)

WHAT CAN SUPERVISORS DO?

- Maintain management role and responsibilities
 - DO tell employees you are willing to discuss issues
 - DO tell employees they don't need to pay a union rep to speak for them
 - DON'T make any promises regarding
 - Pay
 - Promotions
 - Special benefits
 - DO say: "I hear what you are saying. Since the union filed a petition for an election, we are not legally allowed to make promises or make changes and improvements that weren't already planned."

WHAT CAN SUPERVISORS DO?

- Continue to maintain discipline
- DO make sure you can support your action (have you disciplined for the same conduct in the past?)
 - DON'T discipline for union activity
- DO make sure the management team reviews all disciplinary actions
 - DON'T ban union buttons/decals on employee possessions

WHAT CAN SUPERVISORS DO?

- Continue to maintain discipline
- **DO** tell employees they are to work during work time - not discuss the union (or other non-job related topics – if that is your practice)
 - Follow the Company's Solicitation and Distribution policy
- **DO** prevent distribution of materials during working time and in working areas
 - **DON'T** prevent distribution of materials in break rooms or parking lots

WHAT CAN SUPERVISORS DO?

- Emphasize your efforts to take care of employees
- DO emphasize your benefits
- DO compare wages and benefits to union
- DO tell employees about disadvantages of belonging to a union
- DON'T threaten to cut benefits in retaliation

WHAT CAN SUPERVISORS DO?

- Be available for discussion and initiate conversations with pro-employer employees and fence-sitters – avoid conversations about the union with any union die-hards.
- **DO** listen to employees who want to talk to you about the union
- **DO** tell employees that the union will act as a third-party filter
- **DON'T** say you will not deal with the union

WHAT CAN SUPERVISORS DO?

- Be available for discussion
- DO tell employees they can express anti-union opinions to co-workers
- DO talk to employees in their work areas
- DON'T talk to employees alone, in your office, or at their homes

WHAT CAN SUPERVISORS DO?

- Let the employees know their rights
 - **DO** advise of employees' right to "refrain from" union activity
 - **DO** tell employees that signing authorization cards is like signing a blank check and can be used to get a union in without a vote
 - **DO** tell employees they can ask for their card back (entirely up to them)
- **DON'T** offer to help employees get their cards back

WHAT CAN SUPERVISORS DO?

- Inform employees of the facts of bargaining
 - **DO** tell employees that if the union wins, the Company will bargain in good faith, but that only means meeting at reasonable times to try to get a contract
 - **DO** tell employees that everything is negotiable – everything you have now goes on the bargaining table
 - **DO** tell employees that bargaining starts from where they are now – they could get more, the same or even less – there are no guarantees
 - **DON'T** tell employees that “bargaining starts from scratch”
 - **DO** tell employees that under law, they can lose things in negotiations that they have now – who knows what the union may trade away for the things it wants for its business such as union shop and dues checkoff provisions

WHAT CAN SUPERVISORS DO?

- Inform employees of the facts of bargaining
 - DO tell employees the union may call a strike
 - DO tell employees that the Company has the right to replace strikers permanently in an economic strike
- DON'T say the Company will refuse to bargain, change current benefits, or suggest that a strike is inevitable
- DON'T tell employees they will be fired if they go on strike

WHAT CAN SUPERVISORS DO?

- Inform employees of the facts of bargaining
 - DO tell employees about union membership and impact of right-to-work provisions, if asked
 - DO tell employees about dues
 - Plus, assessment, fines, and penalties

**QUIZ TIME: CAN
YOU SAY IT?**

Can You Say It?

“We would have a strike here if you vote for this Union.”

Legal?

Illegal?

Can You Say It?

“This Union had a strike where all of the strikers were permanently replaced.
It could happen here.”

Legal?

Illegal?

Can You Say It?

“If you vote in this Union, you will be required to go on strike if the Union votes to strike. Employees on strike can be permanently replaced.”

Legal?

Illegal?

Can You Say It?

“At my last job, the union went on strike
and all of the strikers were permanently
replaced.”

Legal?

Illegal?

Can You Say It?

“I promise you, I’ll get you as many facts about this union as possible and I’ll answer all of your questions.”

Legal?

Illegal?

Can You Say It?

“No union can get you more than
we would agree to pay.”

Legal?

Illegal?

Can You Say It?

“The Union cannot guarantee you a thing. When we bargain with a Union we start from scratch and everything is open for negotiation.”

Legal?

Illegal?

Can You Say It?

“In my opinion, the Union is not in your best interest.”

Legal?

Illegal?

Can You Say It?

“I heard a rumor that there was a big union meeting last night and some of our employees were upset. Were you there? What was everyone complaining about?”

Legal?

Illegal?

Can You Say It?

“Right now you can deal with your boss directly, one-on-one. If the Union is voted in, employees will have to go through the Union.”

Legal?

Illegal?

Can You Say It?

“The Company is located on private property,
and we don’t allow any Union activity on these
premises .”

Legal?

Illegal?

Can You Say It?

“You don’t need the union putting its hand in your pocket. Vote NO.”

Legal?

Illegal?

Can You Say It?

“I don’t care what the Union said. The law says we must bargain in good faith. It does not say the Company must agree to any of the Union’s demands and we won’t agree to anything that is not in the best interest of the Company and our employees.”

Legal?

Illegal?

Can You Say It?

“When bargaining, the Union could agree to less vacation days than you currently get in exchange for a dues check-off provision.”

Legal?

Illegal?

Can You Say It?

“This Union has a contract with Company X where dues equal 30% of the employee’s hourly wage ”

Legal?

Illegal?

Can You Say It?

“If the Union is not voted in, the Company can give employees bigger pay increases than the Union could ever get you.”

Legal?

Illegal?

Can You Say It?

“Ed, come into my office. . .
Let’s talk about the union.”

Legal?

Illegal?

**ESTABLISH A
POSITIVE
WORK
ENVIRONMENT**

Regardless Of Political Changes, Your Goals Remain The Same

- **Cultivate a pro-employee workplace**
- Understand “pressure points” that might encourage employees to contact a union.
- Identify organizing sentiment and/or activity as early as possible!
- Stop card signing activity quickly and legally before a union secures a majority.

Importance of Supervisors in Establishing/Maintaining a Union-Free Environment

Why supervisors are CRITICAL to maintaining a Union-free environment:

- Supervisors are sometimes the reason employees seek Union representation
 - Watch out for bad supervisors
- Supervisors should be the first to detect Union activity and report it to management;
- Supervisors must be able to effectively communicate to the employees the Company's position on Unions.
 - Supervisors may never have faced a union campaign before and may not know what to say
 - Best to train your supervisors and managers before the union becomes a problem

What Is The Supervisor's Role?

Supervisor's role is to build a relationship with the employees, so the employees trust them.



*Be fair
("fair" does not
always mean
the same).*



Communicate.



Listen.



*Be their
advocate.*



*Remember that
their time is
important too.*

Establish A Positive Work Environment

Competitive Wages and Benefits

- Research market comparators
- Evaluate alternative benefit providers
- Ensure wages match job responsibilities

Career advancement opportunities

- Timely performance reviews
- Promote from within
- Provide proper and adequate training

Positive Discipline

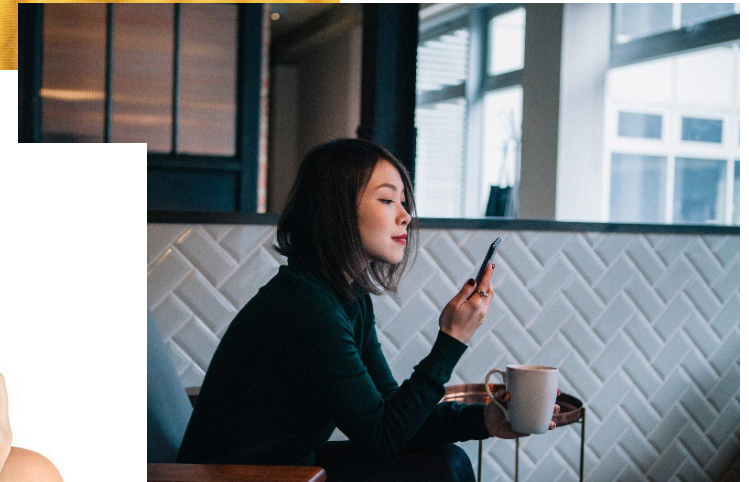
- Written work rules
- Full/fair investigation prior to discipline
- Rule of Impersonality
- Complaint resolution procedure

Develop and maintain effective open communications with employees

- Handbook
- Orientation
- One-on-one dialogue
- Complaint resolution
- Employee group meetings
- Employee surveys

What Policies Should Supervisors Know About?

- EEO/Policy Against Harassment
- Social Networking Policy
- Bulletin and Message Boards
- Solicitation and Distribution
- Health and Safety
- Bullying



What Supervisors And Managers Should Tell Employees?

- Remind them about their current level of their benefits, wages, hours, and the terms and conditions of their employment and why you think they are fair
- Tell them about the disadvantages of belonging to a union such as payment of dues, necessity to support a strike, and that in your opinion, the union is not in the employee's best interest
- Tell them that the union can't guarantee them a thing – it can make promises which the employer cannot, but it is the employer that pays their wages and gives them benefits.
- Remind them that now they can deal with their boss, one-on-one – if the union is voted in, employees will have to go through the union rather than their boss
- Urge employees to wait until they get the facts
- Answer questions truthfully and accurately
- Encourage those who oppose the union to express their feelings
- Explain concerns and downsides of unions
- Explain how bargaining works and that there are no “guarantees”
- Keep your lines of communications open
- Immediately tell Management

Takeaways for Employers

Next Steps Any Employer Should Consider Taking:

- Assess union exposure and brief your management team
- Assess bargaining readiness, labor relations strategy, and compensation benchmarks
- Consider preparing first-contract bargaining playbooks
- Review compensation and benefits against the market
- Aim to strengthen employee relations before an organizing drive begins
- Track legislative developments closely
- Contact your Fisher Phillips Labor Relations Attorney for guidance on how to best navigate potential changes



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**ALLISON
LIST KHEEL**



Questions?



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Thank you.