

Table of Contents

About the Editors	vii
Acknowledgments	xi
Table of Chapters	xiii
Table of Contents	xv
Table of Abbreviations	lix

Chapter 1 Overview of U.S. Labor Law

The Basics	1-2
Q 1.1 What is “labor law”?	1-2
Q 1.1.1 How does “labor law” differ from “employment law”?	1-3
Legislative Framework	1-4
<i>Federal Statutes</i>	1-4
Q 1.2 What are the principal labor laws that govern employment in the private sector?	1-4
Q 1.2.1 What does the NLRA provide?	1-4
Q 1.2.2 What does the LMRA provide?	1-5
Q 1.2.3 What does the LMRDA provide?	1-6
<i>State Right-to-Work Laws</i>	1-6
Q 1.2.4 What is a “right-to-work” law?	1-6
NLRA Jurisdiction	1-7
<i>Covered Employees</i>	1-7
Q 1.3 What kinds of employees are covered by the NLRA?	1-7
Q 1.3.1 Do you have to be a member of a union to be protected by the NLRA?	1-7
<i>Excluded Employees</i>	1-8
Q 1.4 Which workers are excluded from coverage under the NLRA?	1-8
Q 1.4.1 Who qualifies as an “agricultural laborer” excluded under the NLRA?	1-9

Q 1.4.2	Who qualifies as an employee in “domestic service” excluded under the NLRA?.....	1-9
Q 1.4.3	What does it mean under the NLRA for an individual to be “employed by a parent or spouse”?.....	1-10
Q 1.4.4	What is the test to determine whether an individual is an “independent contractor” excluded under the NLRA?	1-10
Q 1.4.5	Who is a “supervisor” excluded under the NLRA?	1-11
Q 1.4.6	Who qualifies as an employee of an entity subject to the Railway Labor Act?	1-11
Q 1.4.7	Who is a “managerial employee” excluded under the NLRA?.....	1-12
Q 1.4.8	Who is a “confidential employee” excluded under the NLRA?	1-12
<i>Other Employees</i>		1-13
Q 1.4.9	Does the definition of “employee” under the NLRA exclude contingent or temporary employees?.....	1-13
Q 1.4.10	... undocumented aliens?	1-13
Q 1.4.11	... retired employees?	1-13
Q 1.4.12	... “salts”?	1-13
<i>Covered Employers</i>		1-14
Q 1.5	Who is an “employer” subject to the NLRA?	1-14
Q 1.5.1	Who is an “agent of an employer” under the NLRA?	1-14
<i>Excluded Employers</i>		1-15
Q 1.6	Which employers are not subject to the NLRA?	1-15
Q 1.6.1	Are there any exceptions to the rule that the federal government is not subject to the NLRA?.....	1-15
Q 1.6.2	Even though federal and state governments are not subject to the NLRA, do their employees have collective bargaining rights?.....	1-15
Q 1.6.3	When is an entity a “political subdivision” of a state?	1-16
Q 1.6.4	Which employers are subject to the RLA and thus excluded from the NLRA?.....	1-16
Q 1.6.5	How is the determination made as to whether an entity is subject to the RLA?	1-16
<i>Other Employers</i>		1-17
Q 1.6.6	Are labor organizations subject to the NLRA in their capacity as employers?	1-17

Table of Contents

Q 1.6.7	Are Native American–owned and –operated enterprises subject to the NLRA?	1-17
Q 1.6.8	Are religious institutions subject to the NLRA?	1-19
<i>Foreign Jurisdiction</i>		1-20
Q 1.7	Does the NLRB have jurisdiction over labor disputes involving foreign countries?.....	1-20

Chapter 2 Enforcement of the National Labor Relations Act

The National Labor Relations Board		2-2
<i>Overview</i>		2-2
Q 2.1	What does the NLRB do?.....	2-2
<i>Organizational Structure/Basic Functions</i>		2-3
Q 2.2	How is the NLRB structured?.....	2-3
Q 2.3	What does the Office of the General Counsel do?.....	2-3
Q 2.4	What does the Board do?	2-4
Q 2.4.1	What role is played by the Office of the Executive Secretary?.....	2-5
Q 2.4.2	... the Office of the Solicitor?.....	2-5
Q 2.4.3	... Division of Judges?.....	2-6
Q 2.4.4	... the Office of Representation Appeals?.....	2-6
Q 2.5	How is the General Counsel's Office organized?	2-6
Q 2.5.1	What role is played by the Division of Operations Management?.....	2-7
Q 2.5.2	... the Division of Advice?	2-7
Q 2.5.3	... the Division of Enforcement Litigation?	2-8
Enforcement and Remedies		2-8
<i>Penalties</i>		2-8
Q 2.6	Can the NLRB impose fines or other monetary penalties?	2-8
Q 2.7	How does the NLRB develop agency policy?.....	2-8
<i>Rulemaking</i>		2-9
Q 2.8	How does the NLRB use rulemaking?	2-9

Adjudication2-10

Q 2.9 How does the NLRB adjudication process work?2-10

Q 2.10 Can the NLRB overrule its precedent without being asked by any party?2-11

Q 2.11 Does the NLRB have the authority to decide cases with only two members?2-11

Q 2.12 Can the NLRB reverse its prior decisions?2-12

Judicial Review.....2-12

Q 2.13 Are NLRB decisions subject to judicial review?2-12

 Q 2.13.1 What is the scope of review when courts of appeals review NLRB decisions?2-13

Chapter 3 Protected and Unprotected Activity

The Scope of NLRA Protection3-2

Q 3.1 What types of employees are afforded protection by the NLRA?3-2

Employees' Section 7 Rights3-3

Generally3-3

Q 3.2 What rights of employees are protected by the NLRA?3-3

 Q 3.2.1 What is a “concerted activity”?3-3

 Q 3.2.2 What are activities “for the purpose of collective bargaining or other mutual aid or protection of employees”?3-4

 Q 3.2.3 What is an employee’s “right to refrain” from exercise of section 7 rights?3-5

Q 3.3 Are employers required to post notices of employees’ section 7 rights?3-6

Protected Employee Activities3-6

Strikes/Work Stoppages3-6

Q 3.4 Are strikes and other work stoppages or slowdowns protected activity?3-6

Table of Contents

<i>Political Rallies</i>	3-7
Q 3.5 Does an employee engage in protected activity by attending a political rally?.....	3-7
<i>Representation During Investigations (“Weingarten Rights”)</i>	3-9
Q 3.6 Do employees have a section 7 right to be represented in investigatory interviews that might result in discipline?	3-9
Q 3.6.1 Are employers required to offer employees union representation at investigatory interviews?.....	3-9
Q 3.6.2 What is a union representative’s role during <i>Weingarten</i> investigatory interviews?.....	3-10
Q 3.6.3 Do non-union employees have <i>Weingarten</i> rights?	3-10
<i>Employee Communications: Solicitation and Distribution</i>	3-11
Q 3.7 What forms of employee communications does the NLRA protect?.....	3-11
Q 3.8 What is “solicitation”?	3-11
Q 3.8.1 Are employees permitted to solicit on company property?.....	3-11
Q 3.9 Are employees permitted to distribute union literature on company property?	3-12
Q 3.10 Do non-employee union organizers have a right to access company property to engage in solicitation and distribution?	3-13
<i>Employee Speech</i>	3-13
Q 3.11 Is an employee’s statement outside of work to third parties about an employer’s business or products protected activity?	3-13
Q 3.12 Are employees’ social media posts considered protected activity?	3-15
<i>Non-Work Use of Employer’s Equipment/Resources</i>	3-16
Q 3.13 Do employees have a right to use an employer’s equipment or resources to communicate about union issues?.....	3-16
Q 3.13.1 Do employees have a right to use an employer’s email system to engage in section 7 communications?.....	3-16
<i>Wearing Union Insignia</i>	3-17
Q 3.14 Can employees wear union insignia at work?.....	3-17
Q 3.14.1 What “special circumstances” may justify an employer policy that prohibits employees from wearing union insignia?	3-17

Q 3.14.2	Can an employer prohibit union insignia based on special circumstances if it has allowed other insignia?.....	3-19
Q 3.14.3	What special rules regarding union insignia apply to healthcare facilities?	3-19
Unfair Labor Practices by Employers		3-20
Q 3.15	What types of employer conduct violate the NLRA?.....	3-20
<i>Employer Speech</i>		3-21
Q 3.16	How does the NLRA govern employer speech?	3-21
Q 3.17	What types of employer speech violate section 8(a)(1) of the NLRA?.....	3-21
Q 3.17.1	When do an employer’s predictions of plant closures or threats of lost jobs violate section 8(a)(1) of the NLRA?	3-22
Q 3.17.2	When do an employer’s statements create an “impression of surveillance” in violation of section 8(a)(1) of the NLRA?.....	3-23
Q 3.17.3	How may an employer describe the collective bargaining process to employees without violating section 8(a)(1) of the NLRA?.....	3-23
Q 3.17.4	When does an employer’s state court lawsuit against employees and unions violate section 8(a)(1) of the NLRA?	3-24
<i>Workplace Policies That Interfere with, Restrain, or Coerce Employees’ Exercise of Section 7 Rights</i>		3-24
Q 3.18	What types of company rules or handbook provisions unlawfully interfere with employees’ section 7 rights?	3-24
Q 3.19	What constitutes discriminatory application of a facially lawful policy?	3-26
Q 3.20	Can an employer require its employees to waive any right to file joint, class, or collective claims regarding their employment?	3-27
Q 3.21	Can an employer require employees to waive their right to file unfair labor practice charges?	3-28
<i>Unlawful Surveillance</i>		3-28
Q 3.22	When does an employer engage in unlawful surveillance of employee activity?	3-28

Table of Contents

<i>Unlawful Interrogation</i>	3-31
Q 3.23 Can an employer question its employees about their union activities?.....	3-31
Q 3.23.1 Can an employer instruct supervisors to poll subordinate employees regarding their feelings about unionization?	3-32
Q 3.24 Can a non-union employer use employee committees to discuss working conditions with employees without violating section 8(a)(2) of the NLRA?	3-33
Q 3.24.1 What is a “labor organization” for purposes of section 8(a)(2)?	3-33
Q 3.24.2 When does an employer unlawfully dominate, interfere, or support a “labor organization” in violation of section 8(a)(2)?.....	3-34
Q 3.25 When does an employer unlawfully grant or promise a benefit or other improvement in terms of employment?.....	3-36
<i>Discrimination in Employment</i>	3-37
Q 3.26 When does discharge or other discipline of an employee constitute “discrimination” in violation of section 8(a)(3) of the NLRA?.....	3-37
Q 3.26.1 Can an employer lawfully refuse to hire “salts”?.....	3-38
Q 3.27 What employee activities are protected by section 8(a)(4)?.....	3-40
Q 3.27.1 When does an employer violate section 8(a)(4) by discriminating against an employee who has filed charges with the NLRB or given testimony in an NLRB proceeding?	3-40
Unfair Labor Practices by Labor Organizations	3-41
Q 3.28 What types of conduct by labor organizations violates the NLRA?.....	3-41
<i>Restraint and Coercion</i>	3-42
Q 3.29 When does a union unlawfully restrain or coerce employees?.....	3-42
<i>Union Fines and Disciplinary Measures</i>	3-44
Q 3.30 When does a union’s fines assessed on its members violate the NLRA?	3-44
Q 3.30.1 Are there limits on the amount a union can fine its members?.....	3-44

Q 3.31	When is a union’s discipline of its members unlawful?.....	3-45
Q 3.31.1	What forms of union discipline are unlawful because they affect a member’s employment relationship with his or her employer?	3-45
Q 3.31.2	What forms of union discipline impair a member’s access to the NLRB’s processes?	3-46
Q 3.31.3	Are there limits on how a union can discipline supervisor-members?	3-46
Q 3.31.4	Can a union discipline members who have resigned?.....	3-47
	<i>Discrimination by a Union</i>	3-47
Q 3.32	When does a union cause an employer to discriminate against employees in violation of section 8(b)(2)?.....	3-47

Chapter 4 Representation Cases

Question Concerning Representation		4-3
Q 4.1	What is a question concerning representation?.....	4-3
	Resolving QCRs Without the NLRB Process	4-3
	<i>Voluntary Recognition of a Union</i>	4-3
Q 4.2	Can an employer voluntarily recognize a union?	4-3
	<i>Neutrality Agreement</i>	4-4
Q 4.3	What is a neutrality agreement?.....	4-4
Q 4.3.1	What do neutrality agreements typically provide?.....	4-4
Q 4.3.2	Are employers obligated to accept neutrality agreements?	4-5
Q 4.3.3	How are neutrality agreements enforced?	4-5
	<i>Card Check Agreement</i>	4-6
Q 4.4	What is a card check agreement?.....	4-6
Q 4.4.1	When are neutrality and card check agreements used by unions?.....	4-6
Q 4.4.2	Why do employers agree to neutrality and card check agreements?.....	4-6
Q 4.4.3	Are employers obligated to accept card check agreements?	4-7

Table of Contents

Q 4.4.4	Can an employer and a union agree to substantive provisions to be included in a future CBA as part of their card check recognition agreement?	4-9
Polling		4-9
Q 4.5	Can an employer recognize a union's majority status through polling?	4-9
<i>Challenging an Employer's Voluntary Recognition</i>		4-10
Q 4.6	When may employees challenge an employer's voluntary recognition of a union as bargaining representative?	4-10
Q 4.6.1	If a collective bargaining agreement is executed following an employer's voluntary recognition, is the contract binding?.....	4-11
<i>Agreement Not to Organize</i>		4-11
Q 4.7	Can a union ever agree not to organize?	4-11
<i>Withdrawal of Recognition</i>		4-12
Q 4.8	Can an employer withdraw recognition of a union without an election?	4-12
Q 4.8.1	What kind of evidence proves (or disproves) a union's loss of majority support?.....	4-14
Q 4.9	Can an employer use a petition for election in an attempt to halt union organizing efforts?	4-15
Petitions for an NLRB Representation Election		4-16
<i>In General</i>		4-16
Q 4.10	What is the NLRB's 2015 rule on representation case procedures?.....	4-16
<i>Filing the Petition</i>		4-17
Q 4.11	How does a party commence representation proceedings before the NLRB?.....	4-17
<i>Types of Petitions</i>		4-18
Q 4.12	What are the different types of representation petitions the parties can file?	4-18
Q 4.12.1	What is the RC petition?.....	4-19
Q 4.12.2	... the RD petition?	4-19
Q 4.12.3	... the UD petition?	4-20

Q 4.12.4	... the UC petition?	4-20
Q 4.12.5	... the AC petition?	4-20
Q 4.12.6	... the RM petition?	4-20
<i>Present Demand for Recognition</i>		4-21
Q 4.13	What is a present demand for recognition?	4-21
Q 4.13.1	Does picketing constitute a present demand for recognition?	4-21
<i>Dismissal of a Petition/Election Bars</i>		4-22
Q 4.14	When will the NLRB dismiss a representation petition?	4-22
Q 4.15	What is a contract bar?	4-22
Q 4.15.1	When does a contract bar expire?	4-23
Q 4.15.2	What is the “open period” when a collective bargaining agreement does not act as a bar to election?	4-24
Q 4.15.3	Does the contract bar continue if the parties extend the term of the agreement?	4-24
Q 4.16	What is the recognition bar?	4-24
Q 4.17	What is the statutory one-year election bar?	4-25
Q 4.18	What is the certification bar?	4-26
Q 4.19	What is the blocking-charge rule?	4-26
Q 4.20	When are election petitions dismissed because of unlawful employer conduct?	4-27
Q 4.21	When will a fluctuating work force require dismissal of an election petition?	4-27
<i>Withdrawal of a Petition</i>		4-28
Q 4.22	Can a union withdraw a representation petition?	4-28
Decertification		4-29
Q 4.23	Can employees remove a union as their bargaining representative?	4-29
Q 4.23.1	What are the requirements for filing a decertification petition?	4-29
Q 4.23.2	Can employers “decertify” a union?	4-29
Q 4.23.3	Can employees remove a union security clause from their collective bargaining agreement?	4-30
Q 4.23.4	Can a union use a blocking-charge strategy to interfere with a decertification election?	4-30

Table of Contents

Election Agreements	4-31
Q 4.24 What is a pre-election agreement?	4-31
Q 4.24.1 What is a stipulated-election agreement?	4-32
Q 4.24.2 What is a consent-election agreement?	4-32
Q 4.24.3 What is a full-consent agreement?	4-32
Representation Hearings	4-33
Q 4.25 What is an NLRB representation hearing and when is it held?	4-33
<i>NLRB Hearing Officer</i>	4-33
Q 4.25.1 Who presides over a representation hearing?	4-33
Q 4.25.2 What kinds of issues are adjudicated in NLRB representation hearings?	4-34
Q 4.25.3 What is the statement of position and when is it due?	4-35
<i>Intervenors</i>	4-36
Q 4.25.4 Which parties are permitted to participate in an NLRB representation hearing?	4-36
<i>Order of Proceedings</i>	4-37
Q 4.25.5 What is the order of proceedings in NLRB representation hearings?	4-37
Q 4.25.6 Are parties permitted to file post-hearing briefs after a representation hearing?	4-37
<i>The Decision</i>	4-38
Q 4.25.7 How and when is a decision in a representation hearing issued?	4-38
Q 4.25.8 Can the decision in a representation hearing be reviewed?	4-38
Appropriate Bargaining Unit	4-39
<i>Overview</i>	4-39
Q 4.26 What is a bargaining unit?	4-39
Q 4.27 Why is the issue of unit determination important?	4-39
Q 4.28 Who determines the scope and composition of the appropriate unit?	4-40
Q 4.29 How does the NLRB determine what is an appropriate bargaining unit?	4-40
Q 4.29.1 In the determination of the appropriate unit, how much weight is given to prior bargaining history?	4-41

Q 4.29.2	... “extent of organization”?	4-42
Q 4.29.3	... the wishes of employees?.....	4-42
Q 4.29.4	... appropriateness of the organizational structure of the unit?	4-42
Q 4.29.5	May age, race, or gender be considered when determining the composition of a unit?	4-43
Q 4.29.6	What other factors affect the composition and scope of an appropriate voting unit?.....	4-43
Q 4.30	Does the NLRB have to choose the most appropriate bargaining unit?	4-43
Q 4.31	Can an NLRB determination of the appropriate unit be challenged?	4-44
<i>Presumptively Appropriate Units</i>		4-45
Q 4.32	What is a presumptively appropriate unit?	4-45
Q 4.32.1	What kinds of employees cannot be included in a bargaining unit?	4-45
Q 4.32.2	What kinds of employees are considered “professional” employees?.....	4-45
Q 4.32.3	Can professional employees be included in a unit with non-professional employees?.....	4-46
Q 4.32.4	What kinds of employees are classified as “guards” under the NLRA?	4-47
Q 4.32.5	When will the NLRB determine that a single-facility unit is appropriate?.....	4-47
Q 4.32.6	When will the NLRB determine that a multi-facility unit is appropriate?.....	4-48
Q 4.32.7	Is an employer-wide unit appropriate?.....	4-48
Q 4.32.8	Are multi-employer units ever appropriate?	4-49
<i>Residual Units and Excluded Parties</i>		4-49
Q 4.33	What if the proposed unit does not include all of the employer’s employees?	4-49
Q 4.34	Can parties enter into agreements that exclude certain groups of employees from a proposed unit?	4-50
<i>Accretion to Existing Unit</i>		4-50
Q 4.35	What happens to an existing bargaining unit when the employer starts a new operation?	4-50
Q 4.35.1	What is the doctrine of accretion?	4-51

Table of Contents

<i>Bargaining Unit Eligibility of Specific Types of Employees</i>	4-52
Q 4.36 Which employees may not be included in any bargaining unit?	4-52
Q 4.36.1 Who is considered an independent contractor?	4-53
Q 4.37 Can supervisors be included in a bargaining unit?	4-54
Q 4.37.1 Who are managerial employees?	4-54
Q 4.37.2 Can managerial employees be included in a bargaining unit?	4-54
Q 4.37.3 Can management trainees be included in a bargaining unit?	4-55
Q 4.37.4 Are relatives of management, owners, or stockholders allowed to be part of a bargaining unit?	4-55
Q 4.38 Which employees are considered “confidential employees” not allowed to be part of a bargaining unit?	4-56
Q 4.39 Who qualifies as a “temporary worker” who may be excluded from a bargaining unit?	4-56
Q 4.39.1 Can seasonal workers be included in a bargaining unit?	4-57
Q 4.39.2 When is a probationary employee or trainee included in a bargaining unit?	4-57
Q 4.40 Under what circumstances are strike replacement workers included in a bargaining unit?	4-58
Q 4.41 Are part-time employees included in a bargaining unit?	4-59
Q 4.42 What employees are considered “technical employees,” and in which bargaining unit do they belong?	4-60
Q 4.43 What is a “craft unit”?	4-61
Q 4.43.1 Do craft workers always have the right to be in their own unit?	4-61
Q 4.43.2 Can a union seek to sever a craft unit from a broader existing unit including non-craft workers?	4-63
Q 4.44 Can maintenance employees obtain a unit separate from production employees?	4-63
Q 4.45 Can warehouse employees be included in “wall-to-wall” units?	4-64
Q 4.46 Can truck drivers be part of a unit that includes other employees?	4-64
Q 4.47 Are clerical employees included in units with other kinds of employees?	4-65

Q 4.48	Can college faculty be excluded from bargaining units?.....	4-66
Q 4.48.1	Can part-time faculty be included in regular faculty units?.....	4-67
Q 4.48.2	Can religious faculty at religious colleges be excluded from a unit?	4-67
Q 4.48.3	Can graduate students and undergraduate teaching assistants be included in regular faculty units?.....	4-67
Q 4.49	What are the standard bargaining units for healthcare organizations?.....	4-68
Q 4.49.1	What is an “acute-care hospital”?	4-69
Q 4.49.2	How are units of healthcare employees determined outside the acute-care hospital setting?	4-70
Q 4.49.3	What issues arise in the composition of a unit of registered nurses?.....	4-70
Q 4.49.4	What issues arise in the composition of a unit of physicians?.....	4-71
Q 4.49.5	Which employees are typically included as “all other professional employees” under the Healthcare Rule?.....	4-72
Q 4.49.6	Which employees have been included in a healthcare unit of technical employees?	4-73
Q 4.49.7	What are the qualifications for inclusion in the skilled maintenance unit under the Healthcare Rule?	4-74
Q 4.49.8	Which employees are included in a healthcare business office clerical unit?.....	4-75
Q 4.49.9	What are the typical groups of employees included in a healthcare “all other non-professional employees” unit?.....	4-77
Union Organizing Campaign and Election.....		4-77
Q 4.50	What is the NLRB’s role in the campaign and election process?.....	4-77
<i>Employer Activity During a Campaign.....</i>		<i>4-78</i>
Q 4.51	Are there restrictions on employer speech during a union organizing campaign?	4-78
Q 4.51.1	What is a “threat of reprisal”?.....	4-78
Q 4.51.2	Is conferral of benefits made during a campaign always prohibited?.....	4-79
Q 4.51.3	Can an employer withdraw, threaten to withdraw, or withhold employee benefits during a union organizing campaign?	4-80
Q 4.51.4	Are raffles permitted during union campaigns?.....	4-81

Table of Contents

Q 4.52	Can an employer deliver a speech to employees on its premises during the lead-up to a union election?	4-81
Q 4.53	Can an employer lawfully ask employees whether they support or are affiliated with a union?	4-83
Q 4.54	Can an employer limit access to its premises during a union election campaign?.....	4-84
Q 4.55	Can an employer limit use of its email systems during a campaign?.....	4-85
Q 4.56	Can an employer conduct surveillance of employees during a campaign?	4-85
Q 4.57	Can an employer discipline or discharge a supervisor for engaging in union activity?.....	4-86
Q 4.58	Can an election be set aside based on a supervisor's pro-union conduct?	4-86
Q 4.58.1	Can an election be overturned based on union interference during an organizing campaign?	4-87
Q 4.58.2	Can an election be set aside based on third-party conduct?	4-88
Q 4.58.3	Is an employer responsible for the conduct of third parties during a campaign?.....	4-88
Administration of Elections—The NLRB Election Process		4-88
<i>Timing of Elections</i>		4-88
Q 4.59	When are elections held?	4-88
<i>Notice of Election</i>		4-89
Q 4.60	When and where does the Notice of Election have to be posted?	4-89
<i>Voter Eligibility</i>		4-90
Q 4.61	What is the <i>Excelsior</i> or voter list?.....	4-90
Q 4.61.1	Can the parties stipulate to a voter eligibility list?.....	4-91
Q 4.61.2	Can a voter's eligibility be challenged?	4-92
Q 4.61.3	Are discharged employees allowed to vote in an NLRB election?.....	4-93
Q 4.61.4	Are employees on layoff allowed to vote in an NLRB election?.....	4-93
Q 4.61.5	Are strikers allowed to vote in an NLRB election?.....	4-94
Q 4.61.6	Is an employee on a leave of absence allowed to vote?.....	4-94

Q 4.61.7	Does the NLRB require voters to bring identification with them on election day?.....	4-95
Q 4.61.8	Can employees who have voluntarily resigned later vote in an NLRB election?	4-95
<i>Polling Place</i>		4-95
Q 4.62	Where are NLRB elections held?	4-95
Q 4.62.1	How long does it take to conduct an NLRB election?	4-96
Q 4.62.2	Under what circumstances is it appropriate to reschedule an election?	4-96
Q 4.63	How is the polling site controlled?.....	4-96
Q 4.64	Who is present during the voting process?	4-97
Q 4.64.1	Who are observers, and how are they selected?	4-97
Q 4.65	What sort of electioneering is allowed during an election?.....	4-98
<i>Ballots</i>		4-99
Q 4.66	What does a ballot say?.....	4-99
Q 4.66.1	When are mail ballots used in elections?.....	4-99
Q 4.66.2	What is the procedure for counting the ballots?	4-100
Q 4.66.3	How are challenged ballots resolved?	4-101
Post-Election Proceedings		4-103
Q 4.67	When do election results become final?.....	4-103
<i>Election Objections</i>		4-103
Q 4.68	What are election objections?	4-103
Q 4.68.1	Can election objections be filed against a union?.....	4-103
Q 4.68.2	Can election objections be filed against the NLRB?	4-104
Q 4.68.3	How are election objections adjudicated?	4-104
<i>Overturning an Election/Special Remedies</i>		4-105
Q 4.69	What is the standard for determining whether objectionable conduct is sufficient to set aside an election?.....	4-105
Q 4.70	What happens if an election is overturned?	4-107
Q 4.71	Does the NLRB use any special remedies in election cases?	4-107

Chapter 5 Duty to Bargain

Scope of Bargaining Obligations	5-3
<i>Onset and Duration of Duty to Bargain</i>	5-3
Q 5.1 When does the duty to bargain initially arise?	5-3
Q 5.2 What does the duty to bargain require when a union is first certified or recognized?.....	5-4
Q 5.2.1 Does the employer’s obligation to recognize and bargain with the union end after the one-year period?	5-4
<i>Good-Faith Bargaining</i>	5-5
Q 5.3 What does “good faith” mean?	5-5
Q 5.3.1 What types of employer conduct can be considered evidence of bad faith in violation of section 8(a)(5) of the NLRA?	5-5
Q 5.3.2 Are there any employer activities that, regardless of whether they were done in good or bad faith, are “per se violations” of the duty to bargain?	5-6
Q 5.3.3 When does a union refuse to bargain in good faith in violation of section 8(b)(3) of the NLRA?	5-7
Q 5.3.4 What are specific examples of violations of a union’s duty to bargain in good faith?.....	5-7
<i>Obligation to Bargain over Discipline</i>	5-8
Q 5.4 Are employers required to bargain with the union before taking disciplinary action if the union requests it?.....	5-8
Subjects of Bargaining	5-9
<i>Mandatory Subjects of Bargaining</i>	5-9
Q 5.5 What are “mandatory subjects” of bargaining, and what are the parties’ duties with respect to them?	5-9
Q 5.5.1 What are considered “rates of pay” or “wages”?	5-10
Q 5.5.2 Are bonuses considered “wages”?	5-11
Q 5.5.3 Which other employee benefits are considered “wages”?	5-12
Q 5.5.4 What kinds of employment terms fall within the scope of mandatory bargaining over “hours of employment”?	5-12
Q 5.5.5 What kinds of employment terms fall within the scope of mandatory bargaining over “other terms and conditions of employment”?	5-13

Q 5.6	Do mandatory subjects of bargaining include seniority, promotions, and transfers?	5-14
Q 5.6.1	... grievance procedures?.....	5-14
Q 5.6.2	... union security provisions, such as dues check-off and agency shop provisions?.....	5-15
Q 5.6.3	... hiring halls?	5-16
Q 5.6.4	... employee surveillance or monitoring?.....	5-17
Q 5.6.5	... “work rules”?.....	5-17
Q 5.6.6	... drug and alcohol testing for employees?	5-17
Q 5.6.7	... discretionary discipline?	5-18
	<i>Permissive Subjects of Bargaining</i>	5-18
Q 5.7	What are the permissive subjects of bargaining?	5-18
Q 5.7.1	What are a party’s rights and duties with respect to permissive subjects?	5-19
Q 5.7.2	Which employer decisions lie at the “core of entrepreneurial control” and, thus, are not subject to mandatory bargaining?	5-20
Q 5.7.3	When is an employer required to bargain over the effects of a permissive subject of bargaining?.....	5-21
Q 5.8	Do permissive subjects of bargaining include subcontracting?	5-22
Q 5.8.1	... relocation of unit work?.....	5-24
Q 5.8.2	... a “most-favored-nation” clause?.....	5-25
Q 5.8.3	... the scope of the unit?	5-25
Q 5.8.4	... interest arbitration?	5-26
Q 5.8.5	... provisions that deal with employee-union affairs?	5-27
Q 5.8.6	... retiree benefits?	5-27
Q 5.8.7	... a “zipper” clause?	5-28
	<i>Illegal Subjects of Bargaining</i>	5-28
Q 5.9	Are there subjects about which employers and unions are not permitted to bargain?.....	5-28
Q 5.9.1	What is a “closed shop” agreement?	5-29
Q 5.9.2	What is a “hot cargo” agreement?.....	5-29
Q 5.9.3	Are hot cargo agreements permissible subjects of bargaining?.....	5-29
Q 5.9.4	Are there types of “super-seniority” clauses that are illegal subjects of bargaining?	5-30
Q 5.9.5	When are terminable-at-will clauses impermissible bargaining subjects?	5-30
Q 5.9.6	Can an employer or union bargain over a “hold-harmless” clause?	5-30

Table of Contents

Unilateral Changes	5-31
Q 5.10 What is a unilateral change?	5-31
Q 5.10.1 Is an employer required to bargain with a union where a change to a non-unit employee's benefit affects a unit employee?	5-32
Q 5.10.2 Can the employer make material changes to employees' terms and conditions of employment after the union is recognized, but before the first contract is ratified?	5-33
Employer's Disclosure Obligations	5-33
<i>Request for Information</i>	5-33
Q 5.11 What are an employer's statutory bargaining obligations with respect to providing information to the union?	5-33
<i>Relevance of Information</i>	5-34
Q 5.12 What type of information must the employer provide to the union?	5-34
Q 5.12.1 What types of information are considered presumptively relevant?	5-34
Q 5.12.2 Does an employer have to provide to a union information that is not presumptively relevant?	5-35
<i>Refusal to Disclose Information</i>	5-36
Q 5.13 What information can an employer refuse to provide a union?	5-36
<i>Financial or Confidential Information</i>	5-37
Q 5.13.1 Does an employer have to provide its nonpublic financial information to a union?	5-37
Q 5.13.2 Does an employer have to provide confidential employee information, such as medical information?	5-38
Union's Disclosure Obligations	5-38
Q 5.14 Is the union required to provide the employer with information as part of its statutory bargaining?	5-38
Bargaining Table Conduct	5-39
<i>Hard Bargaining</i>	5-39
Q 5.15 What is "hard bargaining"?	5-39
Q 5.15.1 Is hard bargaining permissible?	5-39

<i>Surface Bargaining</i>	5-40
Q 5.16 What is “surface bargaining”?.....	5-40
Q 5.16.1 Is surface bargaining permissible?.....	5-40
<i>Regressive Bargaining</i>	5-41
Q 5.17 What is “regressive bargaining”?.....	5-41
Q 5.17.1 Is regressive bargaining permissible?.....	5-41
Bargaining and Employer Communications with Employees	5-41
<i>Direct Dealing</i>	5-41
Q 5.18 Can a unionized employer discuss bargaining issues directly with employees?	5-41
<i>Impermissible Communications</i>	5-42
Q 5.18.1 What are the limits of an employer’s “free-speech rights” when it comes to employer-employee communications?	5-42
Q 5.18.2 When does an employer’s communication to employees become a form of “direct dealing” in violation of the duty to bargain with the union?.....	5-43
<i>Soliciting Employee Input</i>	5-44
Q 5.18.3 Can employers directly seek employee input into bargaining proposals?.....	5-44
Bargaining Impasse	5-45
Q 5.19 What is a good-faith bargaining impasse?.....	5-45
<i>Declaring an Impasse</i>	5-45
Q 5.19.1 How do you know when parties have reached a good-faith bargaining impasse?.....	5-45
Q 5.20 What are the consequences of an employer declaring an impasse?.....	5-47
<i>Absence of a Bona Fide Impasse</i>	5-49
Q 5.20.1 Under what circumstances can a bona fide impasse be broken and the duty to bargain reawakened?.....	5-49
Q 5.20.2 Can employers make unilateral changes in the absence of a bona fide impasse?.....	5-49
Q 5.20.3 When will an employer’s ULP preclude the finding of an impasse?	5-50

Table of Contents

Midterm Bargaining and Waiver	5-50
Q 5.21 What does the duty to bargain require where a collective bargaining agreement already exists?	5-50
<i>Modifying the Collective Bargaining Agreement</i>	5-51
Q 5.21.1 What can a party do if it wishes to change a provision in the collective bargaining agreement?	5-51
Q 5.21.2 How does the NLRB determine whether an employer has modified a collective bargaining agreement in violation of sections 8(a)(5) and 8(d)?	5-51
<i>Standards for Establishing Waiver of Bargaining Rights</i>	5-52
Q 5.22 Can a union waive its right to bargain over an employer's midterm modification, and if so, how?	5-52
Q 5.22.1 What constitutes "clear and unmistakable conduct" supporting a waiver of bargaining rights?	5-53
Q 5.22.2 How does a "reopener" clause affect a party's duty to bargain during the term of a contract?	5-53
Q 5.22.3 How may a "zipper" clause be used to establish waiver of bargaining rights?.....	5-54
Q 5.22.4 What is a "management rights" clause, and how may it be used to establish waiver of bargaining rights?	5-54
Q 5.22.5 How does a party waive its right to bargain through conduct?.....	5-56
Q 5.22.6 Can a union waive its right to bargain through inaction?	5-56
<i>Post-Expiration Bargaining</i>	5-57
Q 5.23 What types of changes can either party make in mandatory subjects after a union contract expires?	5-57
Multi-Employer Bargaining	5-58
<i>Participation and Withdrawal in Multi-Employer Association</i>	5-58
Q 5.24 What is a multi-employer bargaining unit?	5-58
Q 5.24.1 How can an employer withdraw from multi-employer collective bargaining?	5-58
Q 5.24.2 Will an employer still be considered a member of a multi-employer association if its contract is different from other association members' contracts?.....	5-59

<i>"Me Too" Agreements</i>	5-60
Q 5.24.3 When may an employer enter into a "me too" agreement with a union?	5-60
Q 5.24.4 Where other groups of employees are already represented on a multi-employer or multi-plant basis, are new units of employees limited to that same type of representation?	5-61
Q 5.24.5 May an employer challenge the majority status of a union as a result of the employer's withdrawal from a multi-employer association?.....	5-62
Q 5.24.6 Can a multi-employer association and its members be liable for unfair labor practices during multi-employer bargaining?	5-63
Successorship Issues	5-64
Q 5.25 What are the duties of a "successor employer," and when is an employer considered a "successor employer" for purposes of the NLRA?	5-64
<i>Sale or Merger of a Company</i>	5-65
Q 5.25.1 Is a purchaser bound by a "successorship clause" contained in the seller's unexpired collective bargaining agreement?	5-65
Q 5.25.2 Is the seller bound by a successorship clause in the collective bargaining agreement?	5-65
Q 5.25.3 What steps can the purchaser take to avoid assuming or adopting a seller's labor contract?	5-65
Q 5.25.4 When will an assets purchaser be unable unilaterally to set the initial terms and conditions of employment?	5-66
Q 5.26 What are the purchasing employer's bargaining obligations with an incumbent union?	5-67
Q 5.27 What are the selling employer's bargaining obligations with respect to selling or merging a company with union-represented employees?.....	5-67
<i>Transfer/Relocation of Employees</i>	5-68
Q 5.28 When an employer transfers represented employees to a new division or location, what are the employer's responsibilities with respect to the union?.....	5-68

Table of Contents

<i>Successor Liability</i>	5-69
Q 5.29 Are there any defenses to purchaser liability for the seller's unremedied unfair labor practices?	5-69
Q 5.29.1 When does an employer's sale constitute an "alter ego" transaction?	5-69
Q 5.29.2 What factors will be considered when determining whether an employer's sale constitutes an alter-ego transaction?	5-70
<i>Consolidation of Employees</i>	5-70
Q 5.30 What is an "accretion," and what is an employer's duty to bargain after accretion?	5-70

Chapter 6 Collective Bargaining Agreements

Typical Components of a Collective Bargaining Agreement	6-2
Q 6.1 What are the typical components of a collective bargaining agreement?.....	6-2
Q 6.2 What is a recognition clause?	6-3
Q 6.3 What is a management rights clause?	6-4
Q 6.4 What are "no strike/no lockout" clauses?	6-5
Q 6.5 What is a union security provision?	6-6
Q 6.6 What is an anti-discrimination clause?.....	6-8
Q 6.7 How does a collective bargaining agreement provide for the payment of wages?	6-8
Q 6.7.1 How do employee benefits provisions work?	6-10
Q 6.8 How are seniority rights typically defined in a collective bargaining agreement?.....	6-12
Q 6.8.1 Can seniority rights be transferred when, for example, a plant closes or is consolidated?.....	6-13
Q 6.8.2 What are super-seniority provisions?.....	6-14
Q 6.9 What kind of provisions in a collective bargaining agreement govern layoff and recall procedures?	6-15
Q 6.10 How do collective bargaining agreements typically define hours of work?	6-15

Q 6.11	What types of leave provisions may be included in collective bargaining agreements?.....	6-16
Q 6.11.1	What are typical provisions regarding family and medical leave?	6-17
Q 6.11.2	What are the typical provisions regarding jury duty?.....	6-17
Q 6.11.3	What are the typical provisions regarding voting leave?	6-17
Q 6.11.4	What are the typical provisions regarding military leave?.....	6-18
Q 6.11.5	What are the typical provisions regarding sick leave?	6-18
Q 6.11.6	What are the typical provisions regarding paid or personal time off (PTO)?	6-19
Q 6.11.7	What are the typical provisions regarding union leave?	6-19
Q 6.12	What type of safety and health provisions do collective bargaining agreements include?.....	6-20
Q 6.13	How are the issues of job transfers and promotions handled in collective bargaining agreements?.....	6-21
Q 6.14	How is the issue of union access addressed in collective bargaining agreements?.....	6-22
Q 6.15	How are the issues of discipline and discharge addressed in collective bargaining agreements?.....	6-22
Q 6.16	What type of subcontracting language is found in collective bargaining agreements?.....	6-23
Q 6.17	How are grievance procedures addressed in collective bargaining agreements?.....	6-24
Grievances and the Arbitration Procedure.....		6-24
<i>The Basics</i>		6-24
Q 6.18	What is a “grievance”?	6-24
Q 6.19	How are grievances typically handled?.....	6-24
<i>Resolving a Grievance Prior to Arbitration</i>		6-26
Q 6.20	What are the steps in the pre-arbitration grievance process?	6-26
Q 6.21	What is grievance mediation?.....	6-27
Submitting a Dispute to Arbitration		6-28
Q 6.22	What are the prerequisites for submitting a dispute to arbitration?	6-28
Q 6.23	How are arbitrators selected?	6-29
Q 6.23.1	Can arbitrators issue declaratory judgments?.....	6-30

Table of Contents

Q 6.24	Who represents the parties?.....	6-30
Q 6.25	Who determines the rules governing the arbitration process?.....	6-31
Q 6.26	Is an arbitration like a court trial?.....	6-31
Q 6.26.1	What obligations do parties have with regard to discovery?	6-32
Q 6.26.2	What is “expedited arbitration”?.....	6-34
Q 6.26.3	Can parties arbitrate multiple grievances in a single proceeding?.....	6-35
Q 6.27	Do arbitration provisions in collective bargaining agreements preclude state and federal agencies from filing discrimination charges?.....	6-36
Enforcement of Arbitration		6-36
Q 6.28	How is the duty to arbitrate enforced?.....	6-36
Q 6.28.1	Can an individual be required to arbitrate an anti-discrimination claim pursuant to a collective bargaining agreement?	6-37
Q 6.28.2	What is the extent of a court’s authority in compelling arbitration?	6-38
Q 6.28.3	Are arbitration awards subject to review?.....	6-39
<i>Injunctions</i>		6-40
Q 6.29	When may a court issue an injunction against a labor dispute?	6-40
Q 6.29.1	What is a “reverse <i>Boys Markets</i> ” injunction?.....	6-41
Q 6.29.2	What are the requirements to obtain a <i>Boys Markets</i> injunction?	6-42
<i>Duty of Fair Representation</i>		6-43
Q 6.30	What is the union’s duty of fair representation?.....	6-43
Q 6.30.1	What is a “hybrid claim”?.....	6-44

Chapter 7 Strikes, Picketing, Boycotts, and Lockouts

Strikes		7-2
<i>The Basics</i>		7-2
Q 7.1	What is a strike?	7-2
Q 7.2	Do employees have an absolute right to strike?.....	7-3

<i>NLRA-Protected Strikes</i>	7-4
Q 7.3 Which strikes are generally protected under the NLRA?	7-4
<i>Strikes Not Protected by the NLRA</i>	7-4
Q 7.4 Which kinds of strikes are not protected under the NLRA?	7-4
Q 7.4.1 What is a sit-down strike?	7-5
Q 7.4.2 ... an intermittent strike?	7-5
Q 7.4.3 ... a partial strike?	7-6
Q 7.4.4 Are work slowdowns protected?	7-7
Q 7.4.5 Are strikes over permissive or illegal subjects of bargaining protected?	7-8
Q 7.4.6 What remedies does an employer have when a union violates a no-strike agreement?	7-8
Q 7.4.7 What is a “wildcat” strike?	7-9
<i>Strike Conduct</i>	7-9
Q 7.5 Can employees engage in a sympathy strike or honor the picket line of another striking union?	7-9
Q 7.6 What constitutes strike misconduct?	7-10
<i>Economic Strikes Versus Unfair Labor Practice Strikes</i>	7-11
Q 7.7 What is the difference between an economic strike and a ULP strike?	7-11
Q 7.7.1 Can a strike be both an economic strike and a ULP strike?	7-11
<i>Employer’s Response to a Strike</i>	7-12
Q 7.8 How can an employer lawfully respond to an economic strike?	7-12
Q 7.8.1 What are an employer’s obligations when hiring permanent replacements?	7-13
Q 7.8.2 Can replaced economic strikers ever get their jobs back?	7-13
Q 7.8.3 How can an employer lawfully respond to a ULP strike?	7-14
<i>Employees’/Union’s Strike-Related Actions and Responsibilities</i>	7-15
Q 7.9 Can employees walk out where they contend that the company is operating under abnormally dangerous conditions?	7-15
Q 7.10 When does an employee “abandon” his or her job during a strike?	7-16
Q 7.10.1 What if a striking employee accepts another job?	7-16

Table of Contents

Q 7.11	What notices are required before a strike can occur?.....	7-18
Q 7.11.1	Are there special notices required for strikes against healthcare institutions?	7-18
Q 7.11.2	Does the NLRB treat strikes differently from other concerted actions for purposes of section 8(g) notice?.....	7-19
Picketing		7-20
<i>The Basics</i>		7-20
Q 7.12	What is labor picketing?	7-20
Q 7.13	Is picketing always lawful?	7-21
<i>Recognitional or Organizational Picketing</i>		7-22
Q 7.14	What is recognitional or organizational picketing?	7-22
Q 7.14.1	How are recognitional and organizational picketing limited under the NLRA?	7-23
<i>Informational/Publicity Picketing</i>		7-23
Q 7.15	What is informational or publicity picketing?	7-23
Q 7.15.1	When is informational/publicity picketing permitted?.....	7-24
<i>Area Standards Picketing</i>		7-25
Q 7.16	What is area standards picketing?	7-25
Q 7.16.1	How is area standards picketing limited under the NLRA?	7-25
<i>Secondary-Boycott Picketing</i>		7-26
Q 7.17	What is a secondary boycott?	7-26
Q 7.17.1	Is a secondary boycott legal?	7-26
Q 7.17.2	When does a secondary boycott become an illegal threat of coercion?	7-27
Q 7.17.3	When is a secondary boycott not prohibited?.....	7-28
Q 7.17.4	What will make a third party a “single employer” or “alter ego” of the primary employer?	7-29
Q 7.17.5	When is a third-party employer considered a “struck-work ally” of the primary employer?	7-29
<i>Employer’s Response to Picketing</i>		7-31
Q 7.18	If a union threatens to picket or begins recognitional or organizational picketing, how may an employer lawfully respond?	7-31
Q 7.18.1	What is a section 10(l) injunction?	7-31

Q 7.18.2	What is an “expedited election” under section 8(b)(7)(C)?.....	7-32
Q 7.19	Can an employer discipline an employee who engages in lawful recognitional or organizational picketing or a strike?.....	7-32
	<i>Union’s Picketing Rights and Limitations</i>	7-33
Q 7.20	Where can a union picket?	7-33
Q 7.20.1	Where can the union picket at the primary employer’s site?.....	7-33
Q 7.20.2	How is common-situs picketing limited?.....	7-34
Q 7.20.3	How does a “reserve gate” system limit where a union can picket at a common situs?	7-36
Q 7.20.4	What happens if a primary employer uses the gate reserved for the neutral employer, or vice versa?	7-36
Q 7.20.5	Can the primary employer establish a secondary or neutral situs at the primary situs?	7-38
Q 7.20.6	Is the union permitted to follow and picket a primary employer’s employees from the primary situs to another site?	7-38
Handbilling		7-39
Q 7.21	What is handbilling?.....	7-39
Q 7.21.1	Does handbilling come within the secondary boycott prohibition of the NLRA?	7-39
Q 7.21.2	When does handbilling violate the NLRA?	7-40
Q 7.21.3	Can a union handbill on private property?	7-41
Q 7.21.4	Can union members handbill on the property of a third party where they regularly perform work?	7-42
Bannering		7-43
Q 7.22	What is bannering?.....	7-43
Q 7.22.1	Does the NLRB consider bannering a protected activity under the NLRA?	7-43
Union “Corporate Campaigns”		7-45
Q 7.23	What is a corporate campaign?.....	7-45
Q 7.24	How can employers lawfully challenge certain corporate campaigns?.....	7-46
Q 7.24.1	How have employers pursued RICO claims against unions?	7-47
Q 7.24.2	When may an employer bring a defamation claim against a union?	7-49

Table of Contents

Q 7.24.3	How have employers pursued privacy claims against unions?	7-49
Lockouts		7-50
Q 7.25	What is a lockout?	7-50
Q 7.25.1	When can an employer initiate a lockout?	7-50
Q 7.25.2	When will a lockout violate the NLRA?.....	7-51
Q 7.25.3	What is a whipsaw strike?.....	7-52
Q 7.25.4	Can an employer use replacement workers during a lockout?	7-54
<i>Partial Lockouts</i>		7-54
Q 7.26	Can an employer lock out some employees and not others?	7-54

Chapter 8 Unfair Labor Practice Case Procedures

The Basics		8-3
Q 8.1	What is an unfair labor practice?	8-3
<i>ULPs by Employer</i>		8-4
Q 8.2	What kinds of employer actions are considered ULPs?	8-4
Q 8.2.1	What employer actions violate NLRA section 8(a)(1)?	8-4
Q 8.2.2	... section 8(a)(2)?.....	8-5
Q 8.2.3	... section 8(a)(3)?.....	8-5
Q 8.2.4	... section 8(a)(4)?.....	8-6
Q 8.2.5	... section 8(a)(5)?.....	8-6
<i>ULPs by Labor Organization</i>		8-6
Q 8.3	What kinds of actions by a labor organization are considered ULPs?	8-6
Q 8.3.1	When does a union commit violations of section 8(b)(1)?	8-7
Q 8.3.2	... section 8(b)(2)?	8-8
Q 8.3.3	... section 8(b)(3)?	8-8
Q 8.3.4	... section 8(b)(4)?	8-8
Q 8.3.5	... section 8(b)(5)?	8-8
Q 8.3.6	... section 8(b)(6)?	8-9
Q 8.3.7	... section 8(b)(7)?	8-9

Filing a ULP Charge with the NLRB	8-9
<i>Who Files</i>	8-9
Q 8.4 Who may file a ULP charge?	8-9
Q 8.5 Who is a charge filed with?	8-10
<i>Charge Forms</i>	8-10
Q 8.6 What must a charge include?.....	8-10
<i>Means of Delivery/Filing</i>	8-11
Q 8.7 By what means may a charge be filed?.....	8-11
<i>Timeliness of Charges; Deadlines</i>	8-11
Q 8.8 When is a charge timely?.....	8-11
Q 8.9 How are filing deadlines calculated?.....	8-13
Q 8.9.1 Are deadlines the same for e-filing?	8-14
Q 8.9.2 May a party request an extension of time for filing?	8-14
Q 8.9.3 What documents must be received by the NLRB on or before the last day for filing?	8-14
Q 8.9.4 How are service deadlines calculated?	8-15
NLRB Investigation of ULP Charges	8-16
<i>Fact-Finding and Processing of a Charge</i>	8-16
Q 8.10 How does the NLRB investigate a charge?.....	8-16
Q 8.10.1 During the investigation, can the NLRB request to take witness affidavits?.....	8-16
Q 8.10.2 Does the NLRB have authority to issue subpoenas to investigate charges?	8-17
Q 8.11 What is the charged party's role in the investigation of a charge?	8-17
Q 8.12 How long is the typical investigation?	8-17
NLRB Formal Complaint	8-18
<i>Division of Advice Memoranda</i>	8-18
Q 8.13 How is the decision to issue a complaint made?	8-18
<i>Issuing a Complaint</i>	8-18
Q 8.14 How is a ULP complaint issued?.....	8-18
<i>Amending a Complaint</i>	8-19
Q 8.14.1 Can a ULP complaint be amended?.....	8-19

Table of Contents

Dismissing a Charge	8-19
Q 8.15 What happens if the regional director determines a charge should be dismissed?.....	8-19
<i>Appealing the Dismissal of a Charge</i>	8-20
Q 8.16 Can a charging party appeal a dismissal of a charge?	8-20
Deferral and Deference to Arbitration	8-20
<i>In General</i>	8-20
Q 8.17 Can a charge be resolved where the parties are covered by a grievance and arbitration procedure?.....	8-20
Q 8.18 What standards apply to deferral to arbitral decisions?	8-21
<i>Pre-Babcock: Where Deferral Is Appropriate (The Collyer and Dubo Doctrines)</i>	8-22
Q 8.19 Before <i>Babcock</i> , how would the NLRB determine where deferral to arbitration is appropriate?	8-22
Q 8.19.1 If the NLRB defers the charge under its <i>Collyer</i> deferral policy, does the charging party have any obligations?.....	8-24
Q 8.19.2 Are there any circumstances under which the NLRB will revoke its deferral and resume processing a charge?.....	8-24
Q 8.19.3 Can the charging party appeal the NLRB's deferral?	8-24
<i>Pre-Babcock: Where Deferral Is Not Appropriate</i>	8-25
Q 8.20 What types of cases does the NLRB <i>not</i> defer to arbitration?	8-25
Q 8.20.1 Why does the NLRA not defer disputes involving accretions or unit clarifications?.....	8-25
Q 8.20.2 What kinds of contract conflicts will cause the NLRB not to defer?.....	8-26
Q 8.20.3 What kinds of statutory issues will cause the NLRB not to defer?.....	8-26
Q 8.20.4 In what kinds of situations would arbitration be an inadequate remedy?.....	8-27
Q 8.20.5 When does relatedness make deferral inappropriate?.....	8-27
Q 8.20.6 When does failure to provide information prevent a dispute from being deferred?	8-27
Q 8.20.7 Are there other circumstances in which deferral is not appropriate?.....	8-27

<i>Pre-Babcock: Deferral to an Existing Arbitration Award (The Spielberg and Olin Standards)</i>	8-28
Q 8.21 Using pre- <i>Babcock</i> standards, when will the NLRB defer to an existing arbitration award?	8-28
Q 8.21.1 When is an arbitrator’s decision “clearly repugnant” to the NLRA?	8-29
Q 8.21.2 When is a ULP “presented to and considered by the arbitration tribunal”?	8-29
<i>Deferral to Arbitration Under the New Babcock Standard</i>	8-29
Q 8.22 Under <i>Babcock</i> , how does the NLRB determine where deferral to arbitration is appropriate?	8-29
<i>Deferral to Existing Arbitration Award Under the New Babcock Standard</i>	8-30
Q 8.23 Under <i>Babcock</i> , when will the NLRB defer to an existing arbitration award?.....	8-30
Q 8.23.1 Under the <i>Babcock</i> standard, what is meant by “explicitly authorized”?	8-30
Q 8.23.2 ... “presented with and considered the statutory issue”?.....	8-31
Q 8.23.3 ... “reasonably permits”?	8-31
Settlements in NLRB Cases	8-31
Q 8.24 May the parties settle a charge without NLRB involvement?.....	8-31
<i>Types of Settlements: Formal, Informal, and Unilateral</i>	8-32
Q 8.25 What form does a settlement take?.....	8-32
Q 8.25.1 What is a formal settlement of a charge, and when is it appropriate?.....	8-32
Q 8.25.2 What is an informal settlement of a charge, and when is it appropriate?.....	8-32
Q 8.25.3 What is a unilateral settlement, and when is it appropriate?.....	8-33
Q 8.26 What standards apply to deferral to settlement agreements?	8-33
<i>The Alpha Beta Standard</i>	8-34
Q 8.27 Under <i>Alpha Beta</i> , when will the NLRB defer to settlement agreements?	8-34

Table of Contents

<i>The New Babcock Standard</i>	8-34
Q 8.28 Under <i>Babcock</i> , when will the NLRB defer to settlement agreements?	8-34
NLRB ULP Hearings	8-35
<i>Service of Complaint/Notice of Hearing</i>	8-35
Q 8.29 What happens if a case is not dismissed, arbitrated, or settled?.....	8-35
Q 8.30 How does a respondent answer a ULP complaint?	8-35
Q 8.30.1 Can a party ask for a postponement of the ULP hearing?	8-35
Q 8.30.2 When may parties file motions for summary judgment on a ULP complaint?.....	8-36
<i>Formal Trial Proceedings</i>	8-37
Q 8.31 How is a ULP hearing conducted?.....	8-37
Q 8.31.1 How does a formal hearing compare to a federal court proceeding?	8-37
Q 8.31.2 What are the rights of the parties during the hearing?	8-38
Q 8.31.3 Where and when is a ULP hearing held?	8-38
Q 8.31.4 Does the NLRB issue subpoenas for ULP hearings?	8-38
<i>Post-Hearing Briefs</i>	8-39
Q 8.32 May a party file a brief after the close of the hearing?	8-39
<i>The ALJ's Decision; The NLRB's Order</i>	8-39
Q 8.33 What must be included in the ALJ's decision?	8-39
Q 8.33.1 What happens after the ALJ's decision is delivered?	8-40
Q 8.33.2 How do parties file an exception to the ALJ's decision?.....	8-40
Q 8.33.3 Can a party file a motion for reconsideration, rehearing, or reopening of the record?.....	8-40
Q 8.34 How can a party challenge the NLRB's order?	8-41
Q 8.34.1 Are NLRB orders self-enforcing?	8-41
Q 8.34.2 What can the courts do with the NLRB's order?	8-42
Injunctions	8-42
Q 8.35 Is preliminary injunctive relief available to enjoin ULPs?	8-42

<i>Mandatory Injunctions</i>	8-42
Q 8.36 When are mandatory section 10(l) injunctions available to remedy ULPs?	8-42
Q 8.36.1 What is the procedure in court for seeking a 10(l) injunction?	8-43
<i>Discretionary Injunctions</i>	8-44
Q 8.37 Under what circumstances will the NLRB seek a discretionary injunction under section 10(j) of the NLRA?.....	8-44
Q 8.37.1 When will the NLRB seek a discretionary injunction related to interference with union organizational campaigns?.....	8-46
Q 8.37.2 When will allegations that an employer is undermining a bargaining representative lead the NLRB to seek a discretionary section 10(j) injunction?.....	8-46
Q 8.37.3 What will lead the NLRB to seek a section 10(j) injunction against a union?	8-46
Q 8.38 May a charging party request section 10(j) injunctive relief?.....	8-47
Q 8.39 How does the NLRB determine if seeking section 10(j) relief is warranted?.....	8-47
Q 8.39.1 If the regional office concludes that 10(j) relief is warranted, how does it pursue an injunction?.....	8-47
Q 8.40 Who is authorized to file section 10(j) petitions for injunctive relief with the court?	8-48
Q 8.41 What factors will a court consider when evaluating a petition for injunctive relief under section 10(j)?	8-48
Q 8.42 How long will a section 10(j) or section 10(l) injunction remain in effect?	8-49
Remedies	8-49
Q 8.43 What remedies are available for violations of the NLRA?	8-49
<i>Cease-and-Desist Orders</i>	8-50
Q 8.44 What is a cease-and-desist order?.....	8-50
<i>Notices to Be Posted</i>	8-51
Q 8.45 When a party has committed a ULP, what notice must it post?	8-51
Q 8.45.1 Where and for how long does the notice need to be posted?.....	8-51
Q 8.45.2 What does a notice look like?	8-52

Table of Contents

Figure 8-1	Sample Notice to Employees	8-52
Q 8.46	What are some of the other forms of relief the NLRB might order?	8-53
<i>Job Placement; Reinstatement</i>		8-53
Q 8.47	When does the NLRB order job placement or “instatement” as an affirmative remedy?	8-53
Q 8.47.1	When does the NLRB order reinstatement of a bargaining unit member?	8-54
Q 8.47.2	Are there instances where an employee will not be reinstated?	8-55
<i>Backpay</i>		8-55
Q 8.48	Can the NLRB order backpay?	8-55
Q 8.48.1	How is backpay calculated?	8-55
<i>Recovery of Attorney Fees/Litigation Costs</i>		8-58
Q 8.49	May the NLRB order a party to pay attorney fees and litigation costs?	8-58
Q 8.49.1	Are there other ways a party can recover attorney fees?	8-58
<i>Bargaining Orders</i>		8-59
Q 8.50	What is a bargaining order?	8-59
Q 8.50.1	What is a <i>Gissel</i> bargaining order?	8-60
Q 8.50.2	How does the NLRB determine that a <i>Gissel</i> bargaining order is appropriate?	8-60
Q 8.50.3	What is the scope of a bargaining order?	8-61
Q 8.50.4	What happens if a party does not bargain in good faith?	8-61
Q 8.50.5	How do the NLRB and the courts determine whether a party is bargaining in good faith?	8-62
<i>Preventing the Transfer or Opening of a Facility</i>		8-62
Q 8.51	Can the NLRB prevent a company from transferring or opening a facility as a remedy for a ULP charge?	8-62
Individual, Single-Employer, and Joint-Employer Liability		8-63
Q 8.52	Can an individual be held liable for interfering with protected activity?	8-63
Q 8.53	When can two employers both be liable for interfering with protected activity?	8-63

Q 8.54	When are two employers considered a "single employer"?	8-64
Q 8.54.1	What evidence is considered as part of the "functional integration of enterprises" and "centralized control of labor relations" factors when determining if two employers are a single employer?.....	8-64
Q 8.54.2	What evidence is considered as part of the "common management" and "common ownership" factors when determining if two employers are a "single employer"?	8-65
Q 8.54.3	What are the potential concerns associated with being considered a "single employer"?	8-65
Q 8.55	When are two employers considered "joint employers"?.....	8-66
Q 8.55.1	When does an employer "possess the authority to control" terms and conditions of employment of employees with another employer?	8-67
Q 8.56	Can a successor company be held liable for its predecessor's unfair labor or employment practices?.....	8-67
Q 8.56.1	What remedies affect successor employers?	8-68

Chapter 9 Railway Labor Act

Provisions and Administration of the RLA	9-2	
<i>Entities Covered by the RLA</i>	<i>9-2</i>	
Q 9.1	Which employers does the RLA cover?.....	9-2
Q 9.1.1	Are all railroads and airlines considered "carriers" subject to the RLA?	9-2
Q 9.1.2	When does a company qualify as a derivative carrier?.....	9-3
Q 9.2	Which employees are covered by the RLA?.....	9-3
<i>Entities Excluded from the RLA.....</i>	<i>9-4</i>	
Q 9.3	Which employers and employees does the RLA exclude from coverage?	9-4
Q 9.3.1	Who decides whether a particular entity is subject to the RLA?.....	9-4
<i>National Mediation Board.....</i>	<i>9-5</i>	
Q 9.4	Who administers the RLA?.....	9-5
Q 9.4.1	How does the NMB administer the RLA?	9-5
Q 9.4.2	Does the NMB have enforcement powers?	9-6

Table of Contents

Representation Elections	9-6
Q 9.5 How do representation elections work under the RLA?.....	9-6
Q 9.5.1 How is a bargaining unit determined under the RLA?.....	9-6
Q 9.5.2 What are the procedures related to initiating and conducting representation elections under the RLA?.....	9-7
Q 9.5.3 Can an employer voluntarily recognize an employee representative under the RLA?.....	9-9
Q 9.5.4 How can a union be “decertified” under the RLA?.....	9-9
Q 9.5.5 What limits does the RLA impose on carriers during a representation election?.....	9-10
Q 9.5.6 What rights does a carrier have to oppose the election of a union under the RLA?.....	9-10
Labor Relations Disputes	9-11
Q 9.6 How are labor relations disputes resolved under the RLA?	9-11
Q 9.6.1 How are disputes classified under the RLA?	9-11
<i>Minor Disputes</i>	9-11
Q 9.7 What are “minor disputes”?	9-11
Q 9.7.1 How are minor disputes resolved under the RLA?	9-12
<i>Major Disputes</i>	9-13
Q 9.8 What are “major disputes”?	9-13
Q 9.8.1 How are major disputes resolved under the RLA?	9-13
<i>Strikes Under the RLA</i>	9-14
Q 9.9 Can employees covered under the RLA strike?.....	9-14
Q 9.9.1 What if a strike or other work stoppage threatens to substantially disrupt interstate commerce?	9-14
<i>Bargaining Agreements Under the RLA</i>	9-15
Q 9.10 How long do bargaining agreements under the RLA remain in effect?	9-15
Q 9.11 Is there a duty to bargain under the RLA?	9-15
Q 9.11.1 Which subjects are mandatory subjects of bargaining?	9-16
Q 9.11.2 Is multi-employer bargaining allowed under the RLA?.....	9-16
Q 9.12 Are union shop agreements permitted under the RLA?.....	9-16

Chapter 10 Federal Preemption of State Regulation

Garmon Preemption	10-2
Q 10.1 What is <i>Garmon</i> preemption?	10-2
Q 10.1.1 What is the difference between “actually protected or prohibited” activity and “arguably protected or prohibited” activity?	10-3
Q 10.1.2 Are there any exceptions to the preemption of activities that are “arguably protected or prohibited” by the NLRA?	10-4
Q 10.1.3 What is the “compelling state or local interest” exception?	10-5
Q 10.1.4 ... the “peripheral concern” exception?	10-5
Q 10.1.5 ... the “market participant” exception?	10-5
Machinists Preemption	10-6
Q 10.2 When does <i>Machinists</i> preemption apply?	10-6
Q 10.2.1 What are some examples of cases involving <i>Machinists</i> preemption?	10-6
Q 10.3 Are there any exceptions to <i>Machinists</i> preemption?	10-7
Q 10.3.1 What is the “minimum labor standard” exception?	10-8
Q 10.3.2 What is the “state or local interest of peripheral concern” exception?	10-8
Q 10.3.3 What is the “market participant” exception?	10-8
Section 301 Preemption	10-9
Q 10.4 What is section 301 preemption?	10-9
Q 10.4.1 When does a state law claim “depend on the meaning” of a collective bargaining agreement?	10-9
Q 10.4.2 Will a state law claim always be preempted where a collective bargaining agreement is consulted in the course of litigation?	10-10
Applicable Preemption Doctrine	10-11
Q 10.5 How does one determine which preemption doctrine applies in a particular case?	10-11

**Chapter 11 Regulation of Internal Union Affairs:
Rights and Obligations of Unions and
Union Members**

Labor Management Reporting and Disclosure Act.....11-2
Purpose and Scope11-2
Q 11.1 What is the purpose and scope of the LMRDA?11-2
“Bill of Rights”11-4
Q 11.2 What are a union member’s rights with regard to internal
union affairs?.....11-4
 Q 11.2.1 How can members enforce their Title I rights?11-6
Union Elections11-6
Member Rights11-6
Q 11.3 What are a member’s rights with regard to elections?.....11-6
Election Requirements11-7
Q 11.4 What requirements does the LMRDA impose on the
election of union officers?11-7
Candidates11-8
 Q 11.4.1 Who are union officers that the LMRDA requires
 be elected?11-8
 Q 11.4.2 What limitations may be imposed on candidates
 for election as union officers?11-8
Enforcement; Protesting Elections11-10
Q 11.5 How are the LMRDA’s election requirements enforced?11-10
Union Dues.....11-10
Q 11.6 What are union dues?11-10
 Q 11.6.1 What are union dues used for?.....11-11
 Q 11.6.2 Can employees who are not members of a union
 be required to pay union dues?.....11-11
 Q 11.6.3 Can an employer stop deducting dues from
 employees’ paychecks after the collective
 bargaining agreement expires?.....11-11

<i>Other Fees</i>	11-12
Q 11.7 What other types of fees may be assessed by unions?	11-12
Q 11.7.1 What is an initiation fee?	11-12
Q 11.7.2 What are agency fees?	11-12
Q 11.7.3 What is an assessment?.....	11-12
<i>Excessive or Discriminatory Fees</i>	11-13
Q 11.8 Are there limits on the amount of dues a union can collect?.....	11-13
LMRDA Reporting Obligations	11-13
Q 11.9 What reporting obligations does the LMRDA impose on employers, unions, and labor relations consultants?.....	11-13
Q 11.9.1 What LMRDA reports are available publicly?.....	11-14
<i>Reporting Requirements for Employers</i>	11-14
Q 11.10 What are an employer's financial disclosure and reporting requirements under the LMRDA?	11-14
Q 11.10.1 What exceptions or conditions are these disclosure requirements subject to?	11-15
<i>Reporting Requirements for Labor Relations Consultants</i>	11-16
Q 11.11 What is a labor relations consultant?	11-16
Q 11.12 What are a labor relations consultant's financial disclosure and reporting requirements under the LMRDA?	11-16
<i>Reporting Requirements for Unions</i>	11-17
Q 11.13 What are a union's financial disclosure and reporting requirements under the LMRDA?	11-17
Q 11.13.1 Who must file a Form LM-2?.....	11-17
Q 11.13.2 ... Form LM-3?	11-18
Q 11.13.3 ... Form LM-4?.....	11-18
Q 11.14 What are union officers' and employees' financial disclosure and reporting requirements under LMRDA?	11-19
Q 11.15 What records does OLMS recommend unions retain in association with their reporting obligations under LMRDA?.....	11-20
Q 11.15.1 When must a union disclose its constitution and bylaws to OLMS?	11-21
Q 11.15.2 What obligation does a union have to provide its members with information that is reported to OLMS?.....	11-21
Q 11.15.3 Does every employee of the union have reporting requirements?	11-22
Q 11.15.4 How are LMRDA reporting requirements enforced?.....	11-23

Table of Contents

Rights of Non-Members	11-23
<i>Union Security Agreements</i>	11-23
Q 11.16 What is a union security agreement?.....	11-23
Q 11.16.1 Can a union security agreement require union membership?	11-23
<i>Financial-Core Employees</i>	11-24
Q 11.16.2 What are the limitations of financial-core employees' rights and obligations?	11-24
Q 11.16.3 Are financial-core employees required to support union interests?	11-24
Q 11.17 What is the legal status of union security agreements?.....	11-25
Q 11.17.1 Can employees vote to reject (de-authorize) a union security agreement?.....	11-26
<i>Beck Objections; Chargeable and Non-Chargeable Union Expenditures</i>	11-27
Q 11.18 What is a <i>Beck</i> objection?	11-27
Q 11.18.1 What expenses qualify as unobjectionable "chargeable" expenses?.....	11-27
Q 11.18.2 What are some of the procedural issues involved in <i>Beck</i> objections?	11-28
Q 11.18.3 What obligations do unions have to notify employees of their <i>Beck</i> rights?	11-28
Q 11.18.4 What obligations do employers have to notify employees of their <i>Beck</i> rights?	11-29
Q 11.18.5 Is there any limitation on when employees may file <i>Beck</i> objections?	11-29
Q 11.18.6 How are expenditures properly documented?.....	11-30
Q 11.18.7 Can <i>Beck</i> objectors challenge a union's expenditures?	11-30

Chapter 12 Labor Relations of Federal Contractors

Executive Order 13658	12-3
<i>Minimum Wage for Federal Contractors</i>	12-3
Q 12.1 What is the required minimum wage rate for federal contractors under Executive Order 13658?	12-3
Q 12.1.1 Will the minimum wage for government contractors increase again after January 1, 2015?	12-4

Q 12.2	Are all employees of a federal contractor eligible for the new minimum wage regardless of whether a contract is a federal contract?.....	12-4
Q 12.2.1	Does Executive Order 13658 affect prime contractors and subcontractors?.....	12-4
Q 12.2.2	Are any federal contracts exempt from this requirement?.....	12-4
Q 12.2.3	Does the order affect tipped employees of government contractors?.....	12-5
<i>Enforcement</i>		12-6
Q 12.3	How will the Department of Labor enforce the new minimum wage requirements?.....	12-6
Executive Order 13496		12-7
<i>Notification of Employee Rights</i>		12-7
Q 12.4	What notice are federal contractors required to post based on Executive Order 13496?	12-7
Q 12.4.1	What specific employee rights must be included in the notification?	12-8
Q 12.4.2	Are any federal contracts exempted from this requirement?.....	12-9
<i>General Enforcement; Compliance Review and Complaint Procedures</i>		12-9
Q 12.5	How will the DOL determine compliance with the notice requirements?	12-9
Q 12.5.1	How does an employee of a covered contractor file a complaint alleging noncompliance?	12-10
Q 12.5.2	What are the consequences of noncompliance?.....	12-10
Executive Order 13494		12-12
<i>Allowable and Unallowable Costs</i>		12-12
Q 12.6	What does it mean when costs in government contracts are unallowable?.....	12-12
Q 12.7	What costs in government contracts have been made unallowable under Executive Order 13494?.....	12-12
Q 12.7.1	What costs are allowable?.....	12-13
Q 12.7.2	Does the NLRA preempt Executive Order 13494?	12-14

Table of Contents

Executive Order 13495	12-15
<i>Nondisplacement of Qualified Workers</i>	12-15
Q 12.8 When must a successor federal contractor hire its predecessor contractor's employees pursuant to Executive Order 13495?	12-15
Q 12.8.1 What are the consequences for noncompliance?	12-15
Q 12.8.2 Are any contracts exempted from this requirement?.....	12-15
<i>Predecessor Contractor's Responsibilities</i>	12-16
Q 12.9 What are a predecessor contractor's responsibilities under the proposed regulations?	12-16
<i>Awardee Contractor's Responsibilities</i>	12-16
Q 12.10 What are the awardee contractor's responsibilities under the proposed regulations?	12-16
Q 12.10.1 Who is a qualified service employee?	12-17
Q 12.10.2 To which predecessor employees is an awardee contractor not required to make an offer?.....	12-17
Q 12.10.3 Must an awardee's offer to a qualified predecessor employee be for the same position that employee previously held?	12-18
<i>Compliance and Enforcement</i>	12-19
Q 12.11 How can an employee enforce its right of first refusal against an awardee contractor under Executive Order 13495?	12-19
Q 12.11.1 How is a complaint of a violation investigated?.....	12-19
Q 12.11.2 Can a contractor dispute the results of an investigation?.....	12-20
Q 12.11.3 What penalties may a successor contractor face for noncompliance?	12-21
Executive Order 13502	12-22
<i>Project Labor Agreements</i>	12-22
Q 12.12 What is a project labor agreement?	12-22
Q 12.12.1 When is an executive agency allowed to require a PLA?.....	12-23
Q 12.12.2 What is considered a "construction" project?	12-23

LABOR MANAGEMENT LAW ANSWER BOOK 2019

Construction Projects Requiring PLAs.....12-24

Q 12.13 What factors should an agency consider when deciding whether to use a PLA for a particular construction project? 12-24

 Q 12.13.1 How are the terms and conditions of the PLA determined?12-24

Q 12.14 What do critics say will be the effect of Executive Order 13502 on construction projects?12-25

Executive Order 11246.....12-26

Q 12.15 What does Executive Order 11246 require?.....12-26

Exemptions.....12-26

 Q 12.15.1 Are there any contracts that are exempted from these requirements?12-26

 Q 12.15.2 How does Executive Order 13782 impact Executive Order 11246?12-27

Compliance and Enforcement.....12-27

 Q 12.15.3 How is compliance with the order enforced?12-27

Executive Order 13812.....12-28

Revocation of Executive Order Creating Labor-Management Forums.....12-28

Q 12.16 What effect does Executive Order 13812 have on labor-management forums?12-28

 Q 12.16.1 What effect does Executive Order 13812 have on collective bargaining agreements?12-28

Executive Order 13782.....12-29

Revocation of Federal Contracting Executive Orders12-29

Q 12.17 What did Executive Order 13673 do?.....12-29

 Q 12.17.1 What did section 3 of Executive Order 13683 do?12-30

Index..... I-1