

INST. OF IND. RELATIONS

National labor relations act

**THE  
WAGNER LABOR RELATIONS  
ACT**

*A Manual for  
Department Heads  
and  
Foremen*



**NATIONAL FOREMEN'S INSTITUTE, INC.**

**PROPERTY OF INSTITUTE  
OF INDUSTRIAL RELATIONS  
214 CALIFORNIA HALL**

**This is one of a series of three manuals on labor legislation, titles of which follow:**

**The Wagner Labor Relations Act**

**The Walsh-Healy Act**

**The Wages and Hours Act**

**Additional material on subjects relating to industrial relations, plant management, foremanship and kindred lines can be secured from the publishers of this series of manuals.**

**THE  
WAGNER LABOR RELATIONS  
ACT**

**A MANUAL FOR  
DEPARTMENT HEADS  
AND  
FOREMEN**

**by  
RUSSELL L. GREENMAN  
Consultant in Labor Relations**

**NATIONAL FOREMEN'S INSTITUTE, INC.  
NEW YORK CHICAGO**

COPYRIGHT, 1939-1940-1941-1945  
NATIONAL FOREMEN'S INSTITUTE, INC.  
*All Rights Reserved*  
Printed in the United States of America

All rights to this manual are reserved. No part  
may be reproduced in any manner whatever  
without written permission from the publisher.

## FOREWORD

The Wagner Act should be thoroughly understood by every department head, every supervisor who works for a company engaged in industry or commerce. It aims to encourage collective bargaining by preventing employers and all management representatives from doing certain things that Congress has designated as "unfair labor practices" because they are considered to interfere with employees' opportunities to join labor organizations and to be represented by them in negotiations with their employers.

This manual does not attempt to give a complete study of the Act and all its requirements and limitations, for such a study of one of the most important and far-reaching statutes would require many more pages than are here at the author's disposal. It has one purpose: to give to foremen and other supervisors the gist of the Act; to give those specific details that are of special concern to them.

While Congressional Committees have long been studying various suggested amendments to the Act, there is practically no chance that the law will soon be repealed. There is little chance, moreover, of any early modifications of those parts of the law that impose restrictions on supervisory conduct. Even among those groups of business men and those factions of organized labor which are advocating a drastic modification of the law, there seems to be no disposition to seek alteration of the provisions

making it illegal for an employer or any of his executive and supervisory staff to interfere with employees for the purpose of encouraging or discouraging union activity.

No supervisor should run the risk of getting his company into serious difficulties just because he hopes that the Wagner Act will soon be amended—for the penalties involved for violations are entirely too expensive. Such a hope would be a rather poor defense before the National Labor Relations Board or any court of law.

R. L. G.

*Revised* Feb. 15, 1943

*Revised* Feb. 15, 1945

**THE WAGNER ACT**  
**(THE NATIONAL LABOR RELATIONS ACT OF 1935)**

**A MANUAL FOR DEPARTMENT HEADS  
AND FOREMEN**

The Wagner Act presents difficult and delicate problems for the supervisory force. It is a law which undertakes to regulate the day-by-day conduct of persons having supervisory authority in their dealings with employees on all matters having a bearing upon union activity.

More than ten years have passed since the Wagner Act went into operation. During this period hundreds of companies and thousands of supervisors have had the bitter experience of finding out what is required of them by being accused of committing "unfair labor practices" and having to tell their story to officials of the National Labor Relations Board. Dealing as it does with human motives as well as with concrete actions, the Wagner Act invariably has to be interpreted and applied on the basis of the particular facts in each case. Hence, it has taken hundreds of decisions of the National Labor Relations Board to clarify the meaning and effect of the provisions restricting employers' conduct.

*"Unfair Labor Practices" Banned by Act*

Many of the seemingly unfair and unreasonable decisions of the National Labor Relations Board take on a different aspect when one views them in the light of the

main purpose of the Wagner Act. This purpose is clearly set forth in the Act itself. In Section 1, Congress declared it to be the policy of the federal government to encourage "the practice and procedure of collective bargaining." That is just what the Board has tried to do. Whether this policy is a good one is a matter in which supervisors may properly concern themselves as citizens and voters. But unless and until the policy is changed by act of Congress, supervisors are confronted with the necessity of complying with the law as it now stands. If they fail to do so, they and their superiors may be ordered by the Board to mend their ways and take remedial action as well.

To give practical effect to the policy of encouraging collective bargaining, the Wagner Act specifies certain kinds of conduct by employers or their agents that are declared to constitute "unfair labor practices" and that are accordingly made illegal. As these unfair labor practices are phrased in general and rather indefinite terms, the Labor Relations Board is empowered under the Act to decide the extent of their application in specific cases and when it finds illegal acts have been committed, to order those found guilty to cease and desist.

The whole substance of the law, as far as supervisors are concerned, appears in two of the statute's sixteen sections. These are Sections 7 and 8.

In Section 7, employees of companies subject to the Act are declared to have the right of self-organization. In other words, they are guaranteed freedom to form, join, or assist labor organizations and to bargain collectively through such organizations, and also to engage in other concerted activities for their mutual aid or protection.

These rights are not absolute. In fact, other parts of the statute qualify them very materially. For example, minority groups of employees are deprived by the law itself of an opportunity to bargain through representatives of their own choosing whenever some labor organization is found by the Board to represent a majority of the employees in what is termed "an appropriate unit." Note that the Act does not say that employees *must* bargain collectively or *must* join labor organizations. It stops with saying that they shall have the right to do these things.

With the view to protecting employees in the exercise of the rights assured to them under Section 7, it is provided in Section 8 of the Act that their employers must refrain from engaging in any of the five unfair labor practices enumerated therein. Each of these is discussed briefly below.

In considering the extent of the application of these unfair labor practices to his own position and functions, every supervisor should keep constantly in mind the fact that he is always regarded as a representative of management. The law says this rather simply. It states that for the purposes of the Act the term "employer" includes any person acting in the interest of an employer, directly or indirectly. The Board, in turn, has construed this provision as meaning that all persons having supervisory authority are in fact agents and spokesmen of employers. In other words, when a foreman or a sub-foreman breaks the law, even without the knowledge or consent of his superiors, it is just the same as though the top management had done it. His company always has to take the consequences.

### *Interference, Restraint, or Coercion*

Unfair Labor Practice No. 1 (Section 8-1) prohibits supervisors from interfering with, restraining, or coercing employees in their exercise of the rights of self-organization and collective bargaining. This is a broad and sweeping ban on any kind of supervisory conduct that might have the intent or the effect of preventing employees from signing up with any labor organization, or encouraging them to join a labor organization that the management happens to look upon with favor. Among the specific actions by company executives, department heads, and foremen, that have been held by the Board to involve violations of this section are the following:

1. Checking up on attendance at union meetings or having a spy report the results of such meetings
2. Offering promotions or wage increases to employees on the condition that they will join one union or refrain from joining another
3. Threatening to "beat up" union members or organizers
4. Circulating anti-union petitions
5. Making critical or favorable statements about a labor organization to employees
6. Asking employees whether or not they belong to a particular union.

Innumerable other actions of a similar nature or for a similar purpose might be cited. It is not necessary that a supervisor be successful in accomplishing the results he seeks. His intent is what counts. If he is brought before the Board on a charge of committing unfair labor practices and is unable to give a convincing story to refute the

evidence charging him with illegal interference, then the chances are the Board will decide against him.

### *Company Dominated Unions*

Unfair Labor Practice No. 2 (Section 8-2) makes it illegal for any person having supervisory authority to dominate or interfere with the formation or activities of a labor organization or to give a labor organization any kind of support. This provision was written into the law with the primary object of preventing the continued operation and future development of shop committees or employee representation plans owing their existence to the efforts of management. In other words, the desire of Congress was to put an end to company-dominated unions. Actually, while aiming at one target, Congress hit another one. It used a shotgun instead of a rifle. As construed by the Board, this unfair labor practice makes it a federal offense for any supervisor to do or say anything to employees that might have the result of inducing them to join a union affiliated with the A.F. of L., or the C.I.O. Hence this part of the Act applies not only to company unions but rather to all kinds of labor organizations.

Unfair Labor Practice No. 2 does not outlaw any and all independent unions, or inside labor organizations. Company unions, works councils, and other labor organizations unaffiliated with any national group are not affected by the law at all so long as they remain entirely free from any taint of management influence or support. On the other hand, this unfair labor practice expressly prohibits supervisors and other management spokesmen from taking any steps to get their employees to create a

new labor organization or to join one already in existence. It also makes it illegal for them to provide direct or indirect inducements to a labor organization in such forms as allowing union members to meet on company property for transaction of union business, or giving them time off with pay for the conduct of union affairs, when the same privileges are not extended to members of all labor organizations to which any of the employees may belong.

### *Discrimination Regarding Terms of Employment*

It is Unfair Labor Practice No. 3, (Section 8-3) which imposes the greatest restrictions on supervisory conduct. This prohibits any action to encourage or discourage membership in a labor organization through resort to discrimination in hiring, transferring, promoting, laying-off, discharging, or giving preferential treatment to any employees. The only qualification is the proviso to the effect that this unfair labor practice shall not be construed as making illegal a closed shop, provided that the closed shop agreement is entered into with full compliance with other provisions of the Act relating to majority rule, etc.

Reduced to simple language, Unfair Labor Practice No. 3 prevents supervisors from refusing to hire employees because they belong to a union (or don't belong) and from discharging employees because of their union membership or lack of it. It also prevents them from showing favoritism between employees on account of their union connections. That is to say, it is illegal for a foreman to show any favoritism in handling his men just because they happen to belong or not to belong to some labor organization.

This part of the Act does not deprive foremen and de-

partment heads of their right to select employees at their own discretion, to fire anyone who deserves to be fired, or to transfer, lay-off, promote, or give wage increases on the basis of merit and merit alone. The United States Supreme Court has expressly ruled on this point. The Court has declared:

“The Act does not interfere with the normal exercise of the right of the employer to select its employees or to discharge them. The employer may not, under cover of that right, intimidate or coerce its employees with respect to their self-organization and representation, and, on the other hand, the Board is not entitled to make its authority a pretext for interference with the right of discharge when that right is exercised for other reasons than such intimidation and coercion.”

In short, all that Unfair Labor Practice No. 3 requires of supervisors is that they refrain absolutely from using their authority to hire, discharge, and otherwise change the job status of employees for the purpose of interfering with union activity. A foreman's reasons for hiring Tom Reynolds instead of Joe Schmalz do not have to be good ones. The foreman, like his own bosses, is entitled to make errors of judgment. The department chief can lay off Mary White because he doesn't like her typing as well as that of Lois Brown, even though Miss White's typing may really be superior.

The Board and the courts are not interested in substituting their judgment for that of the employees' own supervisors on such matters. The only time they intervene is when there is a reason for believing that a supervisor's real motive for hiring a man like Reynolds instead of one like Schmalz was because Reynolds didn't like the

union, while Schmalz was a union leader. That would be clearly illegal. Likewise, if Lois Brown was kept on the job solely because she was a member of a company union, despite the fact that Mary White was obviously a better worker, and there was evidence to show that this was the real reason, then the Board would be likely to hold that the department head had committed an unfair labor practice.

In such cases, the Board usually exercises its rights to order remedial action. In other words, if it finds that an employee has been illegally refused employment, it will ordinarily order the offending company to give that person a job, even if this means firing someone else. Similarly, the Board will frequently order an offending company to restore to his job a person who is found to have been illegally dismissed, and to give that person back pay for all time lost on account of the company's unfair labor practice.

#### *Discrimination for Complaining against Employer*

The fourth Unfair Labor Practice (Section 8-4) scarcely needs any explanation. It just spells out in more detail one of the kinds of conduct that is made illegal by Unfair Labor Practice No. 3. Specifically, it makes it illegal to discharge or otherwise discriminate against an employee for filing charges of violating the Act against any of his superiors or for testifying at a hearing before the Board.

#### *Refusal to Bargain Collectively*

Usually, operating supervisors are not affected in any way by Unfair Labor Practice No. 5. This makes it

illegal for management to refuse to bargain with the duly authorized representatives selected by employees for the purpose of negotiating labor agreements. It is none the less a most important provision of the statute and one that has given rise to all sorts of trouble for employers, for labor unions, and for the Board itself. Consequently, supervisors may find it advantageous to familiarize themselves with the general principles applied by the Board in interpreting this part of the law.

The Board has held that in order to avoid violating Section 8-5, an employer must bargain in good faith. That is to say, an employer must sincerely try to reach some sort of an agreement with the labor organization selected by his employees as their representative, if and when he is requested to do so. The employer does not have to give a wage increase just because a union demands it. In fact, he may counter with a proposal for a wage decrease or stand "pat" and insist on leaving present wage rates unchanged. But as long as there is any prospect of obtaining a meeting of minds, the Board has held, the employer must continue to negotiate with the union and if its proposals are unacceptable, he must advance counterproposals.

Of course, the requirements respecting collective bargaining do not prevent a union from calling a strike, or an employer from locking out his employees. The Act expressly states that nothing therein shall be construed with interfering with the right to strike. It says nothing about lock-outs. Nevertheless, lock-outs are not illegal under this statute except when they are undertaken for the purpose of discouraging legitimate union activities.

### *Majority Rule*

Of necessity, the foregoing explanation is over-simplified. The Board's decisions involving Section 8-5 have raised many controversial points that have been the subject of court review, and are too complex for accurate summary in a short pamphlet such as this. But one further factor should be mentioned in the interest of reasonable clarity and accuracy. This has to do with the principle of majority rule. It is not an unfair labor practice under the Wagner Act for an employer to refuse to bargain with any union that happens to represent some of his employees. What the law does require is that the employer must bargain with the particular union, if any, that represents the majority of the employees in an appropriate unit. When no such majority exists an employer may freely refrain from bargaining with any union. In fact, if two rival unions are competing for membership in a plant, and the management signs up with one without making sure that it has a majority, then the management runs the risk of being held in violation of the law. Of course, the first question to be determined in ascertaining whether or not a union represents a majority, is the question of what constitutes the appropriate unit in the particular situation. That, too, is a difficult and controversial matter and one that has caused many headaches for all parties concerned.

#### *Determination of Appropriate Bargaining Units*

As already indicated, the Act requires observance of the principle of majority rule. But majority of what? Under some circumstances a union may have in its mem-

bership a majority of all the employees of a large company, but still be deprived of the right to bargain with the employer. On the other hand, a union may represent as few as two or three employees, and still be given exclusive bargaining rights for those particular individuals.

In each case it is up to the Board to decide what the appropriate unit actually is. The Act says, "The unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or sub-division thereof." Since the term "employer" is defined elsewhere in the Act as including any person acting in the interest of an employer, the Board considers that it has the power to group together into a single unit all the employees of a considerable number of employers who have adopted the practice of joining together for collective bargaining purposes and selecting a single association, committee or individual to negotiate with a union on their behalf. For the purposes of the Act the bargaining agent of a group of companies is considered to be the employer of the employees working for those companies.

It is possible under the Act for a number of separate craft unions each to be designated as a distinct bargaining unit for the classes of employees of a single plant who are eligible to membership in their organizations. It is also possible for an industrial union to be designated as the appropriate unit for all production employees of a single plant including skilled craftsmen who belong to a rival union. The Board may decide that all manual workers in two or three different plants of the same company should be brought together in a single unit or, conversely, that the employees of a single plant constitute the proper unit.

In reaching a decision in each case, the Board takes into account a number of diverse facts and circumstances. As the Board has stated:

“The nature of the work done by the employees involved, their training and the extent of their responsibilities, and the organization of the employer’s business are all entitled to weight. In evaluating these factors, the Board must also consider the history of collective bargaining, whether successful or otherwise, among the employees involved as well as among the other employees in the same industry or in similar industries. Finally, the Board must evaluate various other factors which tend to show the presence or absence of a mutual interest in collective bargaining between various groups of employees.”

*The Supervisor’s Status as an Employee*

Some unions admit foremen to their memberships. Indeed, some unions have been able, through the exercise of their strength in collective bargaining, to force employers to require all foremen to take out membership, whether they wanted to or not. Other unions do not want any supervisors in their membership, and insist upon the immediate withdrawal of employees who have been promoted from the ranks to supervisory positions.

The fact that a union may demand of a company the right to bring all foremen into its membership proves nothing. Under the Wagner Act no restrictions are placed upon the actions of labor organizations. A union may even force an employer to violate the Act by “pulling” a strike for the purpose of inducing him to fire some non-union employees. This has happened more than once since the Wagner Act went into effect. Be that as it may, the employer not only has the right but the obligation to

make sure that his entire supervisory force refrain from any union connections or activities that may bring him in conflict with the law.

The Labor Relations Board holds the employer, i.e., the company, responsible for any acts on the part of the supervisory force that would be illegal if engaged in by the top management or the president of the company himself. It is therefore against the law for foremen and other supervisors to encourage any employees under them to join any union, or to try to prevent them from joining a union. If a foreman belongs to the same union as that of which his workmen are members, he invariably places his company in the position of being open to a charge of violating the Act. Why? Because all of his activities in behalf of the union may be construed by the men who work for him as involving management interference or coercion. Even his attendance at a union meeting might be regarded as a form of spying if, in the course of performing his supervisory duties he took advantage of his knowledge of the union's plans and decisions.

The foreman cannot legally act simultaneously as a supervisor and as a union recruiting agent. Nor can he bargain with himself and that, in effect, is the position he would be in if he belonged to the same union as that representing a majority of the employees in his department. The Board itself has stated that a company "is not relieved from responsibility for the union activity of its supervisory employees by virtue of membership of such employees in a labor organization. A corporate employer in its relations to its ordinary employees necessarily acts through and must be held responsible for the acts of its supervisory employees."

To be sure, there have been Board decisions putting so-called working foremen in the same bargaining unit with ordinary production employees. When this has happened it is usually because both the union and the company were in agreement on the matter. As a general rule, the Board refuses to allow any supervisors to be included in the bargaining unit with rank-and-file employees if objection is raised by any party having an interest in the matter, i.e., the management or one or more labor organizations or groups of employees.

Quite frequently the Board has to decide questions regarding the status of employees where there is some doubt as to the extent of their supervisory authority. Perhaps for one reason or another a company has given fancy titles to a lot of employees who do practically the same sort of work as the other employees in their departments. When the Board finds that persons actually have any considerable degree of control over the work of others, it usually designates them as supervisors even though they may also work with their hands themselves. To illustrate, the Board held that the "floor boys" in a small garment plant were supervisors despite a contention to the contrary. The facts in the case showed that while these "floor boys" had no authority to hire or fire, their duties included distributing work to other employees, taking charge of production and running the plant when their superior was absent. Moreover, the other employees considered the "floor boys" to be their bosses. In view of these facts, the Board ruled that the "floor boys" had to be classed as supervisors.

So what! That is just what a union official might say if this or any number of other decisions of the Board were

cited to him as providing sufficient reason for a supervisor's staying out of his union. It is true, that in doubtful cases the Board must decide. To be on the safe side, however, any foreman or department head who wants to join a union or is under pressure to join a union, should take the necessary steps in consultation with his superiors, to make sure that by doing so he is not violating the law.

### *Supervisory Rights under the Act*

As far as the Wagner Act is concerned, the operating supervisor still retains almost all the authority and all the rights that he ever possessed in the running of his department. There is just one exception. The sole restriction that the Act places upon him is in connection with his attitude and his actions regarding labor organizations. Subject to company rules and to the terms of any labor agreements that may be in force, he is free under the Act to hire whomever he pleases. But if he asks a job applicant if he belongs to a union and, getting an affirmative answer, then fails to hire the man, he is violating the law provided the man can show that he is properly qualified to do the job. The foreman is also free to discharge any employee who he thinks deserves the axe. He can promote his own son to the job held by his best workman if he is foolish enough to do so. He can get a raise for the poorest employee in the department. He can lay off long-service employees and give their jobs to the most recently hired workers, if he is short-sighted enough to want to do anything of the sort. If he does want to do any of these things, however, and any of the persons involved happen to be members of unions, he cannot legally take such action if there are good grounds

for believing his real purpose is to encourage or discourage union activity. It is his motive that is the deciding factor. Of course, in the interest of preserving efficiency, maintaining good morale, and keeping the respect of employees, a foreman should always have good reasons for every decision he makes. As long as he is absolutely neutral in his affairs, as long as he is entirely impartial in his attitude toward the members and non-members of labor organizations, and as long as he keeps out of his mind any thought of encouraging or discouraging union activity by reason of his handling of the men under him, he need have no fear that the Labor Board will take over the running of his job. In short, an incompetent union man can be fired at will. A highly proficient non-union employee may be freely promoted to a better job instead of a union member with equal service. It is when a supervisor uses an employee's union connection or lack of it for the purpose of interfering with his employees' own decisions on union matters that he is likely to get his company into trouble with the Board.

•

# THE LABOR-MANAGEMENT RELATIONS ACT OF 1947

•

How it will affect your  
employer-employee relations.

An Operating Guide For All Employers.

Additional copies available from

**National Foremen's  
Institute, Inc.**

Deep River, Conn.

**HOW TO USE THIS CHART:**

This chart explains in simplified form the various issues raised by the new labor legislation embodied in the Labor-Management Relations Act of 1947. It gives management an operating guide to follow in connection with such problems as negotiation issues, unfair labor practices, representation issues. Keep it on hand at all times for quick reference.

# HOW THE LABOR-MANAGEMENT RELATIONS ACT OF 1947 WILL AFFECT YOUR LABOR RELATIONS AN OPERATING GUIDE FOR ALL EMPLOYERS

Additional copies of this OPERATING GUIDE available at the following scale of prices: Single copies, \$1.00 each; 5-24 copies, 95c each; 25 to 49 copies, 90c each; 50 to 99 copies, 85c each; 100 to 200 copies, 80c each; 201 to 300 copies, 70c each; 301 to 400 copies, 60c each; 401 to 500 copies, 50c each; 501 to 600 copies, 40c each; 601 to 750 copies, 30c each; 751 to 1000 copies, 25c each. All prices are postpaid. NATIONAL FOREMEN'S INSTITUTE, INC., Deep River, Connecticut.

ISSUES	WHAT YOU SHOULD DO	HOW THE LAW WILL WORK	ISSUES	WHAT YOU SHOULD DO	HOW THE LAW WILL WORK
<b>IF YOU HAVE A UNION CONTRACT NOW.</b>	Your present agreement is NOT affected by the new law until it expires or you are ready to renew OR until June 23, 1948. You are required to operate "status quo" until that time and you cannot reopen your present agreement in order to amend the clauses in keeping with the new law. Also, if you signed a union security contract (closed shop, union shop) before August 22, 1947, you must adhere to that agreement until expiration. Such contracts, however, must not run for longer than a year.	The majority of the amendments of the new Labor Law do not begin operating until August 22, 1947. The various agencies earmarked to administer the new rules will not be ready until then. But you must remember that your current agreement is not affected by the new law even after it has become effective until your contract expires or is ready for renewal. But note this: Once the law has passed—if you or the union commit unfair labor practices, or violate your current agreement, then the section of the rules which are designed to handle such breaches automatically come into play. EXAMPLE: You have a contract with a union which still has eight months to run. In three months from now the union orders your employees NOT to handle goods of your competitor because he is non-union. You can immediately appeal to the new NLRB for injunctive action.	<b>IF YOU WANT TO GIVE YOUR SIDE OF THE STORY IN A PRE-ELECTION CAMPAIGN.</b>	For the first time since the enactment of the Wagner Act, employers will be able to take the bull by the horns and discuss unionism while an NLRB election is pending.	The Board will permit you to call a spade a spade and discuss unionism, its defects and merits, at a mass meeting of your employees on company time or not; send them personal letters explaining your stand, post notices on bulletin boards. The one point to remember is that none of your statements must be threatening or coercive to the union and must not promise special benefits as a means of discouraging union membership.
<b>IF YOU WANT TO TERMINATE OR CHANGE THE PROVISIONS OF YOUR CONTRACT.</b>	You will have to follow a set routine when your contract expires. You or the union must give advance notice of intention NOT to renew the old contract and specify any proposed changes at least 60 days before expiration date.	Here is how the procedure works: ● Notify the union by registered mail. ● You do not have to, but it may be preferable for you to list specifically the changes you want to incorporate in your new agreement. ● Be sure to inform the union that you are prepared to meet and negotiate with it any time mutually agreeable.	<b>IF YOUR WORK-FORCE IS MADE UP OF SKILLED AND UNSKILLED EMPLOYEES.</b>	The Board is now barred from mixing skilled and unskilled in the same unit unless the skilled craftsmen vote it's okay. You are permitted to continue the same unit designations if no one raises the question. But once the union, workers, or a rival union question the mixture at renewal time, then the NLRB is obligated to step in and take a vote.	The NLRB will conduct the vote of the skilled men in accordance with its standard practices. The skilled workers will be asked: "Do you want to belong to a separate unit or be included in the same unit of the.....workers?" If they vote to be separate, then the same union can continue to represent them, but the unit must be different.
<b>IF YOU CANNOT COME TO AN AGREEMENT WITH THE UNION ON RENEWAL TERMS OF THE CONTRACT.</b>	Under the new setup, if you cannot agree on terms of your new contract, YOU MUST notify one and/or two government agencies.	Here's the way to do that: ● Within thirty (30) days of the time you start to negotiate on your new contract—and a dispute still exists—you notify the newly formed FEDERAL MEDIATION SERVICE. ● You must, at the same time, inform your State Mediation Board that a dispute exists. You can do so by simply sending a carbon copy of the letter you forwarded to the Federal agency. Be sure to send both communications registered mail. ● Although not obligatory, it would be wise to list the issues in dispute on one page and the issues which have been agreed to on another. ● Be sure to keep these statements simple because you may find it advantageous to circulate these letters among your employees.	<b>IF THE PRODUCTION UNION ATTEMPTS TO ORGANIZE YOUR FOREMEN OR IF SUPERVISORS WANT TO ORGANIZE IN THEIR OWN UNION.</b>	Supervisory unions are no longer recognized and have no rights or benefits under the new labor law. Your foremen can join a union but you don't have to recognize a foreman's union or a foreman as a member of a production worker's union. You may take steps to prevent him. You can, however, sign a contract with a supervisor's union voluntarily.	The Board has no power to conduct elections or make investigations of supervisory unions or accept unfair labor practice cases involving foremen. If there are foremen belonging to production worker unions or unions of their own, you have the right to demand that they quit the union as a condition of employment.
<b>IF YOU HAVE A CLOSED SHOP.</b>	You cannot agree that you will hire only union members. If you have such an arrangement now, it automatically loses its effect on expiration or renewal.	There is nothing in the new Act which prohibits an employer from agreeing to inform the union of any vacancies that may occur. For the time being, be wary of committing yourself to the use of union hiring halls as a source of manpower. Many states now have closed-shop bans. Be sure to check on these state regulations also, because under the new Federal law, state prohibitions govern your relations with the union.	<b>IF YOU FACE UNIONIZATION OF YOUR PLANT GUARDS.</b>	The NLRB, under the new Labor Act, cannot force employers to bargain with plant guards if they are organized in the same union as production workers. They must be members of independent unions, wholly detached from production organizations.	The Board will order elections, investigate unfair labor practice charges and protect plant guards in other labor matters in the same way as other workers, providing they are organized independently of production worker unions. They are still considered employees and have all the rights and privileges of regular employees.
<b>IF THE UNION DEMANDS A UNION SHOP CLAUSE.</b>	Union shops are restricted. You cannot accept a union shop proposal unless employees in the unit have voted to okay such a deal. The union shop provides that an employer can hire anyone but that after 30 days the worker must join the labor organization and continue to pay his dues.	Here is the gist: ● The union gets 30% of the employees to petition for a union shop. ● The new NLRB then schedules a vote among ALL the employees the union represents. ● A secret vote is held and if a majority of the workers in the unit agree, then you can negotiate the union shop. ● NOTE THIS: The vote must be held to cover ALL the workers in the unit—not just those who show up at the ballot box. Example: A union represents 500 workers. A vote on the union shop is taken. 250 workers show up at the ballot box. 249 okay a union shop agreement. This is not a majority of ALL the workers and thus the issue is defeated.	<b>IF YOUR PROFESSIONAL EMPLOYEES ARE BEING ORGANIZED.</b>	Again — They can't be mixed in one bargaining unit with production workers unless they agree to it.	The new law has laid down several distinguishing marks by which professional employees can be defined. The NLRB will conduct a secret poll as with foremen to determine their wishes in this.
<b>IF YOU HAVE A MAINTENANCE - OF - MEMBERSHIP CLAUSE IN YOUR CONTRACT.</b>	Here too—at the expiration of your agreement, you will have to have a vote taken among all the employees in the unit to determine whether they want to go along with that sort of a provision.	Same as above.	<b>WHAT IF YOU OR THE UNION COMMIT AN UNFAIR LABOR PRACTICE.</b>	The same unfair labor practices which were in vogue under the Wagner Act continue to be in full force as far as employer indiscretions are concerned. There are two important changes: ● The employer is now in a position to speak more freely to his workers about unionism so long as he does not use threats or promises of benefits for workers who turn down the labor outfit. ● There is now a six months statute of limitations on unfair labor practices. That means that a charge by either the union or company must be filed with the NLRB within six months of the date the ULP was supposed to have been committed.	Unions now will have to stop: ● Coercing or preventing employees from joining unions through such tactics as high fees. ● Forcing an employer to discharge an employee for any reason but non-payment of dues, under a union shop or maintenance-of-membership agreement. ● Depriving a union member of his job by expulsion for any reason but non-payment of dues. ● To coerce or encourage workers to strike or impede normal production in any way in order to compel an employer to be used as a medium for forcing another employer to do as the union bids, such as boycotts, forcing the use of a union label, etc. ● To refuse to meet with the employer and negotiate in good faith on issues or a new contract. ● To levy dues and assessments on members in excess of amounts considered reasonable by the NLRB. ● To force an employer to give funds or make payment to a union except that called for by the check-off or health and welfare funds. NOTE: Payment for grievance time will probably be considered a legitimate service to the employer and therefore permissible.
<b>IF YOU HAVE A CHECK-OFF PROVISION IN YOUR AGREEMENT OR THE UNION MAKES A DEMAND FOR ONE.</b>	Compulsory check-offs are out. You can, however, agree to a voluntary system under which employees individually authorize the company in writing to deduct union dues. This permission from the employees for dues check-off need not be revocable and remains in operation for one year. After one year they can have you continue the check-off or demand that you discontinue the practice.		<b>IF THE UNION COMMITS AN UNFAIR LABOR PRACTICE OR IF THE UNION BRINGS A CHARGE OF AN UNFAIR LABOR PRACTICE AGAINST YOU.</b>	You can now, for the first time, make a formal complaint to the NLRB about any unfair labor practice committed by the union. The union, of course, still has this right, and you can state your case to the Board's investigator or file briefs, if necessary, on receipt of a notice of hearing.	1. File the appropriate NLRB form with the Regional NLRB office; 2. The Regional Director's office will conduct an investigation of your complaint to see if it has any substance; 3. Testimony taken at a hearing or on the basis of informal interviews with the parties involved will be put into a report to the NLRB; 4. On the basis of this evidence or additional evidence at National Board hearing, the General Counsel will decide whether the complaint is to be dropped or a cease-and-desist order issued; 5. If a C-and-D order is made, the General Counsel will enforce it through a directive and then a court order. (The same identical procedure is used where the Regional NLRB office investigates the union's charges against you.)
<b>IF AT THE END OF SIXTY DAYS FOLLOWING NOTIFICATION OF A DISPUTE THERE IS STILL NO AGREEMENT BETWEEN THE PARTIES.</b>	● The union can then call a legal strike. ● Or you can agree to extend the contract pending settlement. If you do that, then the union has no right to strike during the extension period. REMEMBER: If any employee goes out on strike during the 60-day cooling-off period, he loses his protection of the Wagner Act and may be replaced. If, however, you agree to take a striker back voluntarily, then he regains his rights.	After the Mediation Service has been notified, it may, at its own initiative or at the behest of either party, enter the case. Its powers are strictly limited to persuasion and conciliation. It may under the law, however, propose that a vote be taken among employees asking them whether or not they are willing to accept the employer's last offer to the union. There is no compulsion—the parties may accept or turn the proposal down. If it is accepted, the NLRB is called in and takes the vote. If the workers agree to accept the employer's last offer, then the union is obliged to go along.	<b>IF YOUR EMPLOYEES SHOULD WALK OFF THEIR JOBS BEFORE THE 60-DAY COOLING-OFF PERIOD IS UP.</b>	You can stop this fast. Jurisdictional strikes are also illegal. The General Counsel of the NLRB can act swiftly through the courts to obtain an injunction.	Here's how you can obtain relief: Make an immediate plea to the NLRB, by telegram if it is urgent. The Board can enjoin the union from continuing its strike through court order. Such cases now get priority.
<b>IF YOU WANT TO GIVE RAISES DURING THE 60 DAY COOLING-OFF PERIOD.</b>	The law requires that the "status quo" be maintained during the negotiating period of 60 days. However, that does not mean that you cannot maintain your normal policies of granting merit increases which may fall due during that period.		<b>IF A SECONDARY BOYCOTT IS PUT INTO EFFECT BY THE UNION.</b>	The NLRB will act for you to enjoin a premature strike in the same way. Simply wire the Regional NLRB.	Same as above.
<b>IF THE EMPLOYEE HAS A GRIEVANCE.</b>	Each employee now has a right under the law to take up a grievance with the employer without first contacting the union.	When the employee comes to discuss a grievance you may see him and settle the matter, provided: ● The settlement does not undermine the contract you have with the union. ● The union representative is called in and told of what took place.	<b>IF YOU WISH TO SUE A UNION.</b>	You can now bring damage suits against a union for any losses suffered by: 1. Strikes in violation of the contract. 2. Illegal strikes, jurisdictional sympathy. 3. Secondary boycotts. 4. Mass picketing and violence in any strike. 5. Slowdowns ordered by the union.	
<b>IF AT THE EXPIRATION OF YOUR CONTRACT YOU FEEL THAT THE UNION DOES NOT HAVE MAJORITY STATUS ANY LONGER.</b>	Under the new law you or an employee may petition the NLRB even if there is only one union in the picture. This is an improvement over the old rules where the employer was powerless to ask the Board to check into the popularity of the union.	Here's how: ● You apply to the Regional office of the NLRB in your area. ● The Regional head will order an investigation. ● If the director feels that there is merit to your claim, hearings will be held and an election ordered if the Board is convinced that there is a question of the union's majority standing. ● However, NLRB has authority to turn down the employer's request for a determination of the bargaining unit.	<b>IF THE UNION SHOULD PERMIT FEATHERBEDDING.</b>	You can appeal to the Board if the union insists on an inclusion in the contract of pay for work not performed, or other featherbedding rules.	The Board through court action, can set aside any particular work rules made part of the union's by-laws if they involve featherbedding.
<b>IF AT THE EXPIRATION OF YOUR CONTRACT A RIVAL UNION CLAIMS THAT IT REPRESENTS A MAJORITY.</b>	You can petition the NLRB to step into the situation and determine who's who.		<b>IF THE UNION SHOULD DEMAND A COMPANY-FINANCED, UNION-ADMINISTERED WELFARE FUND FOR THE EMPLOYEES.</b>	You can't contribute funds to any welfare fund unless it is administered jointly by you and the union, or by yourself alone.	Here are the specific qualifications a welfare fund must meet in order to be legal under the new law: ● The fund must be for exclusive benefit of employees and families. ● Payments must be held in a trust fund. ● Details of fund must be in writing. ● Must be jointly administered. ● There must be provision for a neutral person to settle disputes over the fund. ● There must be an annual audit. ● It must not be used for any other purpose than for health, welfare, pensions, etc.