Unfair Labor Practice Violations a Union Can Allege

This list includes the elements within each violation.
You must include facts related to all the elements for each violation alleged in your complaint.

Against the Employer

Interference

Employer Interference (General)

Independent:

- An employer official made a statement or took action which one or more employees reasonably perceived to be a threat of reprisal or force, or promise of benefit, associated with activity protected by an applicable collective bargaining law (protected activity).

Derivative:

- The employer committed a domination, discrimination, or refusal to bargain violation.

Employer Interference (*Weingarten* rights)

- The employer compelled an employee to attend an interview, and
- A significant purpose of the interview was (or became) investigatory – to obtain facts which might support disciplinary action, and
- The employee reasonably believed that discipline might result from the interview, and
- The employee requested the presence of a union representative, and
- Employer rejected the employee's request and went ahead with the investigative interview without a union representative present OR Employer required union representative to remain a passive or silent observer, so as to prevent the representative from assisting the employee.

Employer Refusal to Bargain

Employer Fail to Meet

- The union is the exclusive bargaining representative of the employees involved, and
- The union requested negotiations on a collective bargaining agreement or some issue that was a mandatory subject of bargaining under the applicable law, and
- The employer failed or refused to meet, or imposed unreasonable conditions/limitations which frustrated the collective bargaining process.

PERC PUBLIC EMPLOYMENT RELATIONS COMMISSION

Employer Good Faith Bargaining

- The union is the exclusive bargaining representative of the employees involved, and
- The union requested collective bargaining negotiations on a collective bargaining agreement or an issue that was a mandatory subject of bargaining under the applicable law, and
- The employer engaged in specific conduct and/or a course of conduct designed to frustrate the collective bargaining process, including tactics such as:
    - Failing or refusing to consider proposals made by the union, or
    - Failing or refusing to make proposals or to explain the proposals it made, or
    - Providing the union with misleading proposals or positions, or
    - Failing to follow through on a commitment to recommend proposals made in bargaining, or
    - Altering its position in a manner designed to avoid agreement (late hits), or
    - Other tactics that delay or avoid reaching agreement.

Employer Provide Information

- The union is the exclusive bargaining representative of the employees involved, and
- The union requested existing information relevant to the performance of its functions in collective bargaining or contract administration, and
- The employer failed or refused to provide the requested information.

Employer Circumvention

- The union is the exclusive bargaining representative of the employees involved, and
- The employer engaged in direct negotiations with one or more bargaining unit employees concerning one or more mandatory subjects of bargaining.

Unilateral Change

Employer Unilateral Change (General)

- The union is the exclusive bargaining representative of the employees involved, and
- The employer had an established practice concerning a mandatory subject of bargaining, and
- The employer decided upon and actually implemented a change of that mandatory subject of bargaining:
    - Without any notice to the union, or
    - with notice that was insufficient to permit bargaining on the subject, or
    - without engaging in bargaining as requested by the union, or

- without bargaining in good faith to agreement or impasse

Employer Unilateral Change – Transfers of work (Skimming/Contracting out)

- The union is the exclusive bargaining representative of the employees involved, and
- The employees in the existing bargaining unit have historically performed certain work or could logically be assigned to perform certain new work, and
- The employer decided upon and actually transferred/assigned claimed bargaining unit work outside the bargaining unit to other employees of another employer (contracting out) or to other employees of the employer (skimming):
- Without any notice to the union ("fait accompli"), or
- With notice that was insufficient to permit bargaining on the subject, or
- Without engaging in bargaining as requested by the union, or
- Without bargaining in good faith to agreement or impasse.

Discrimination

Employer Discrimination based on Protected Collective Bargaining/Union activity

- One or more employees exercised rights protected by applicable collective bargaining statute (protected activity) or communicated to the respondent an intent to do so, and
- One or more employees were deprived of some ascertainable right, status, or benefit, and
- A causal connection exists between the protected union activity and the action claimed to be discriminatory.

Employer Discrimination for Filing a Complaint/Testimony before PERC

- The employee filed a ULP complaint with PERC (protected activity) or gave testimony before PERC (protected activity), or communicated to the respondent an intent to do so, and
- One or more employees were deprived of some ascertainable right, status, or benefit, and
- A causal connection exists between the protected union activity and the action claimed to be discriminatory.

Domination

Employer Domination

The Employer:

- Intended to control or interfere with the formation or administration of a union, or

- Intended to dominate the internal affairs of a union (potentially including selection of officers, policy decisions, or ratification of collective bargaining agreements), or
- Intended to contribute financial or other support to a union (potentially including cash, use of office space and/or facilities, paid release time for union officials), or
- Recognized or bargained with a union that had not established that it had the support of a majority of the employees involved, or
- Showed a preference between unions competing to represent particular employees.

Against Another Union

Union Interference Involving Employees/Derivative Interference

Involving Employees:

- Applicable collective bargaining statute covers the employee(s) involved, and
- Union or its agent(s) made some statement or took some action, and
- One or more employee reasonably perceived the union actions as a threat of reprisal or force, or a promise of benefit, associated with their exercise of rights protected by the applicable collective bargaining law.

Derivative:

- The union committed a discrimination or refusal to bargain violation.

Union Discrimination for Filing a Complaint/Testimony

- The employee filed a ULP complaint with PERC (protected activity) or gave testimony before PERC (protected activity), or communicated to the respondent an intent to do so, and
- One or more employees were deprived of some ascertainable right, status, or benefit, and
- A causal connection exists between the protected activity and the action claimed to be discriminatory.

Union Inducing Employer to Commit Violation/Union Discrimination

- The employee(s) involved is/are covered by a collective bargaining statute administered by PERC, and
- The union requested that the employer take some action that is unlawful.