Pennsylvania Conference of Teamsters

Strength in Numbers 95,000

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LEGISLATIVE ACTION ALERT

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THIS NEW RULING IS YET ANOTHER EXAMPLE OF WHY IT IS VITAL TO VOTE FOR UNION ENDORSED ELECTED CANDIDATES. THE NEXT US PRESIDENT WILL HAVE THE AUTHORITY TO REPLACE OPEN SEATS ON THE US SUPREME COURT AND LOWER COURT APPOINTMENTS. WE ALREADY GOT THE "JANUS" RULING FOR FAILING TO ELECT LABOR FRIENDLY CANDIDATES. FAILURE TO ELECT LABOR-FRIENDLY CANDIDATES THIS NOVEMBER WILL FURTHER ERODE THE UNION. IF WE GET TO THE POINT WHERE UNIONS BECOME IRRELEVANT, AND YOU NO LONGER ENJOY THE PROTECTION OF A COLLECTIVE BARGAINING AGREEMENT, YOU WILL THEN BECOME AN "AT-WILL EMPLOYEE". (*At will termination allows employees to be fired for any reason so long as it isn't illegal. Furthermore at-will employees have no guaranteed right to pension, healthcare benefits, wage increases, grievance procedures or other benefits provided through a collective bargaining agreement.*) ***Do you think you will do better without your union contract? Think again. How you vote now will affect your future.***

Employers Have No Statutory Obligation to Bargain Before Imposing Discretionary Discipline

WASHINGTON, DC, June 23, 2020 – The National Labor Relations Board has overruled a 2016 decision that changed an employer's duty to bargain over discipline with a newly certified union prior to reaching a first collective-bargaining agreement. In a decision released today in *800 River Road Operating Company, LLC d/b/a Care One at New Milford*, 369 NLRB No. 109, the Board reinstates 80 years of precedent that employers have no statutory obligation to bargain before imposing discretionary discipline that is materially consistent with the employer's established policy or practice.

The Board's decision overturns *Total Security Management Illinois 1, LLC*, 364 NLRB No. 106 (Aug. 26, 2016), which imposed a new obligation on employers upon commencement of a collective-bargaining relationship. *Total Security Management* required an employer, with limited exceptions, to provide a union with notice and opportunity to bargain about discretionary elements of an existing disciplinary policy before imposing "serious discipline," such as suspension, demotion or discharge. The Board's decision today in *800 River Road* explains how the pre-discipline bargaining obligation created in 2016 conflicted with prior Supreme Court and Board precedent, misconstrued the Supreme Court's unilateral-change doctrine with respect to what constitutes a material change in working conditions, and imposed a complicated and burdensome bargaining scheme that was irreconcilable with the general body of law governing statutory bargaining practices. Chairman John F. Ring was joined by Members Marvin E. Kaplan and William J. Emanuel in the opinion.