GLOSSARY of COLLECTIVE BARGAINING TERMS
and SELECTED LABOR TOPICS

ABEYANCE – The placement of a pending grievance (or motion) by mutual agreement of the parties, outside the specified time limits until a later date when it may be taken up and processed.

ACTION - Direct action occurs when any group of union members engage in an action, such as a protest, that directly exposes a problem, or a possible solution to a contractual and/or societal issue. Union members engage in such actions to spotlight an injustice with the goal of correcting it. It further mobilizes the membership to work in concerted fashion for their own good and improvement.

ACCRETION – The addition or consolidation of new employees or a new bargaining unit to or with an existing bargaining unit.

ACROSS THE BOARD INCREASE - A general wage increase that covers all the members of a bargaining unit, regardless of classification, grade or step level. Such an increase may be in terms of a percentage or dollar amount.

ADMINISTRATIVE LAW JUDGE – An agent of the National Labor Relations Board or the public sector commission appointed to docket, hear, settle and decide unfair labor practice cases nationwide or statewide in the public sector. They also conduct and preside over formal hearings/trials on an unfair labor practice complaint or a representation case.

AFL-CIO - The American Federation of Labor and Congress of Industrial Organizations is the national federation of unions in the United States. It is made up of fifty-six national and international unions, together representing more than 12 million active and retired workers. The AFL–CIO was formed in 1955 when the AFL and the CIO merged after a long estrangement. Membership in the union peaked in 1979, when the AFL–CIO had nearly twenty million members. From 1955 until 2005, the AFL–CIO's member unions represented nearly all unionized workers in the United States. Several large unions split away from AFL–CIO and formed the rival Change to Win Federation in 2005 but a number of those unions have since re-affiliated. The largest union currently in the AFL–CIO is the American Federation of State, County and Municipal Employees (AFSCME), with approximately 1.4 million members.

AGENCY SHOP - A contract provision under which employees who do not join the union are required to pay a collective bargaining service fee instead. Employees who object on religious grounds to supporting unions must pay an amount equal to the service fees to a non-labor, non-religious charity.

AGREEMENT – Also referred to as - Contract or Collective Bargaining Agreement. The written document arrived at through the process of negotiations between the employee organization (union) and the employer.

ALTER EGO – A Latin phrase meaning “other self”. An alter ego company may result when the same owner or manager of one company shuts down operations and reopens a new company with a new name, when in fact it is the same business. Most often used to bust the union and become so-called “union-free”.
AMERICAN ARBITRATION ASSOCIATION (AAA). A private nonprofit organization that, among other things, provides lists of qualified arbitrators to unions and employers and administers the arbitration process.

AMERICAN PLAN – A post-World War I slogan used by businesses in the 1920s that claimed that union shops denied workers’ freedom and were therefore un-American. It stressed the freedom of industry to manage its business operations without union interference.

AMERICANS WITH DISABILITIES ACT (ADA) - National law forbidding discrimination against employees on the basis of disability and requiring reasonable accommodations for qualified disabled employees. The ADA is enforced by the Equal Employment Opportunity Commission (EEOC) and by private lawsuit.

ANTI-INJUNCTION LAW - The Norris-LaGuardia Act (29 U.S.C.A. § 101 et seq.) is one of the initial federal labor laws passed in favor of organized labor. It was enacted in 1932 to provide that contracts that limit an employee's right to join a labor union are unlawful. Such contracts are commonly known as yellow dog contracts. Initially the law was known as the anti-injunction act since its numerous restrictions had the effect of stopping any federal court from issuing an injunction to end a labor dispute. In one part of the act, for example, there is a provision that an injunction prohibiting a strike cannot be issued unless the local police are either unwilling or unable to prevent damage or violence. Many state statutes have subsequently used this act as a model.

ANTI-STRIKEBREAKING ACT – Formally known as the Byrnes Act is a Federal law enacted in 1936, which prohibits interstate transportation of strikebreakers. Under the act, transport of persons who are employed for using force in labor disputes or collective bargaining efforts is made a felony. The uses of "force or threats" prohibited by the act include infiltrating labor strikes, stirring up violence, and motivating popular opinion against striking workers. Violations of the Byrnes Act are punishable by fines or by imprisonment for up to two years.

ANTI-UNION ANIMUS – A Latin term indicating anti-union attitudes and sentiments that may affect management actions and result in the harassment of union representatives, staff and activists.

APPRENTICE WORKER – A worker who is serving a special period to learn a job or occupation in preparation for admission to full status as a skilled tradesperson. Such an apprenticeship involves on-the-job training and often some accompanying study (classroom work and reading). Apprenticeship also enables practitioners to gain a license to practice in a regulated profession. Most of their training is done while working for an employer who helps the apprentices learn their trade or profession, in exchange for their continued labor for an agreed period after they have achieved measurable competencies. Apprenticeships typically last 3 to 6 years. People who successfully complete an apprenticeship reach the "journeyman" or professional certification level of competence.

ARBITRATION - A dispute resolution procedure involving a third party to whom the disputing parties submit their differences for a final and binding decision or award. Arbitration is usually the last step of the contractual grievance procedure.

AT-WILL EMPLOYEE - Under common-law, this phrase describes the relationship between employer and employee that exists without a written contract or other agreement guaranteeing job security. An at-will employee may be terminated at the will of the employer without reason or cause. The United States is
the only major industrial power that maintains a general employment-at-will rule. Canada, France, Germany, Great Britain, Italy, Japan, and Sweden all have statutory provisions that require employers to show good cause before discharging employees. In almost every U.S. state an employee is considered to be an at-will employee unless there is proof otherwise, such as a union or employment contract. Montana is the sole exception. Montana presumes that certain employees are entitled to be terminated only for "just cause" or "good cause" which is defined by statute and various state cases. The Montana Wrongful Discharge From Employment Act (MWDEA) permits employers to specify a probationary period for new employees, beyond which employees would gain the right not to be terminated without cause. In the absence of a defined probationary period, Montana law requires a specific minimum probationary period. There are some exceptions to the at-will status, such as: an employee cannot be fired for a discriminatory reason. Title VII of the Civil Rights Act, for example, protects employees from discrimination based on race, national origin, religion, color, or sex. Also, the Americans with Disabilities Act makes it illegal to discriminate against someone because of a disability.

BACK PAY - Wages due for past services, often the difference between money already received and a higher amount resulting from a change in wage rates.

BAD FAITH - Under the NLRA or state labor law, the parties have a duty to approach negotiations with a sincere resolve to reach a collective bargaining agreement, to be represented by properly authorized representatives who are prepared to discuss and negotiate on any condition of employment, to meet at reasonable times and places as frequently as may be necessary and to avoid unnecessary delays, and, in the case of the employer, to furnish upon request data necessary for negotiation. Bad faith bargaining is the absence of these elements and in which there is no real intent of trying to reach an agreement. It is often characterized by: the failure to engage in the exchange of bargaining; the failure to offer counter proposals; cancellation of sessions; delays in bargaining; failure to meet at appropriate times or places; regressive or surface bargaining; or a general conduct designed to frustrate the bargaining process.

BANNERING - The National Labor Relations Board expanded its protections for union bannering by concluding that a union display of stationary banners was not a violation of the NLRA’s prohibition against secondary boycotts even where the “primary” and “secondary” employers shared a common job site. The union in SouthWest Regional Council of Carpenters (New Star General Contractors) placed a large banner at the secondary employer’s worksite to publicize the union’s dispute with the primary employer. The union’s goal was to pressure the secondary employer by publicly “shaming” it for doing business with the primary employer during an ongoing union dispute. In this case, the NLRB ruled that the union’s bannering at a common worksite (a “common situs”) was not an unfair labor practice and did not “threaten, coerce or restrain” the secondary employer’s workers. The Board’s decision is significant because it permits a union to publicize its dispute with the primary employer at a “common situs” shared job site where several other companies were also working. The Board found that a union’s stationary banners near a secondary employer’s jobsite did not amount to illegal picketing of the secondary employer because it did not “induce or encourage” employees to stop working and did not otherwise signal to employees to engage in a work stoppage.

BARGAINING - The negotiation by the employer and the employee union or association over the terms and conditions of employment for employees in represented bargaining units.

BARGAINING AGENT - A labor organization that is the exclusive representative of all employees in a bargaining unit, both union and non-union members.

BARGAINING UNIT - A group of employee titles or classifications (job descriptions) in a workplace that share a community of interest for labor relations matters and that is represented by a union or
association in negotiations and other labor relations matters. A unit may also be unrepresented, in which case it is simply a “unit.”

**BARGAINING ZONE** - Is the range or area in which an agreement is satisfactory to both parties involved in the negotiation. The bargaining zone is essentially the overlap area between walk away positions in a negotiation. Also referred to as a “Zopa” (Zone of Possible Agreement).

**BASEBALL ARBITRATION** - Baseball arbitration (also referred to as “either/or arbitration” or “final offer”) is a type of arbitration in which each party to the arbitration submits a proposed monetary and issue(s) position to the arbitrator. The arbitrator will choose one award from the submitted proposals without modification. Baseball arbitration therefore limits an arbitrator's discretion in arriving at a decision. It gives each party to the arbitration an opportunity to offer a reasonable proposal to the arbitrator with the hope that his/her award will be accepted by the decision-maker. The parties in dispute therefore have a strong motive to submit reasonable proposals because if they submit something blatantly unreasonable, the arbitrator may decide to award the case to the opposing side.

**BATNA** - A best alternative to a negotiated agreement (BATNA) is the course of action that will be taken by parties engaged in negotiations if the talks fail and no agreement can be reached. The term BATNA was coined by negotiation researchers Roger Fisher and William Ury in their 1981 bestseller "Getting to Yes: Negotiating Agreement Without Giving In." A party's BATNA refers to what they can fall back on if a negotiation proves unsuccessful. If the potential results of the negotiation only offers a value that is less than one's BATNA, there is no point in proceeding with the negotiation, and one should use their best available alternative option instead. Prior to the start of negotiations, each party should have determined their own individual BATNA.

**“BECK” NOTICE** - As a result of a U.S. Supreme Court's 1988 decision in *Communication Workers v. Beck*. *Beck* allows employees paying union dues to "opt out" of paying the portion of dues used towards political contributions or other activity not related to administration of the collective bargaining agreement. The rule, requires employers to post notices where workplace postings are located and in other “conspicuous places." The *Beck* decision held that union-represented employees who pay agency fees instead of union dues cannot be forced to pay the portion of the fees that cover union expenditures unrelated to collective bargaining, contract administration and the adjustment of grievances. The situation arises where a union and an employer have entered into a union-security agreement requiring workers to pay fees to the union.

**BLACKLIST** – A list of union members, sympathizers or activists that is circulated among employers to advise them of the union activities of job applicants. Although the practice is illegal, the process of blacklisting survives in many subtle forms.

**BLACK RAT** – The huge inflated Black Rat is a piece of street theatre started in 1990 in Chicago when the bricklayers had a dispute with the employer. They had a rat made and quickly named it “Scabby the Rat”. The rats became an instant, unlikely symbol of corporate greed and anti-union work sites and has since now used by many unions. When employers challenged the use of the black rat as not free speech, Federal regulators ruled otherwise, that union activists have the legal right to display the rats outside companies during labor disputes. And the New Jersey state Supreme Court similarly ruled that the use of the rats in labor protests is protected speech under the First Amendment, overturning a township ordinance that banned any inflatable signs not being used for a store's grand opening. Unions have since become creative by also using inflated skunks, cockroaches, three-headed dogs, pigs, etc.
BLS – The Bureau of Labor Statistics of the U.S. Department of Labor. The web site is bls.gov. BLS gathers, compiles and publishes: labor data; statistics and economic indicators; employment and unemployment figures; inflation rates and prices; productivity rates; workplace injury numbers; and much more. In late January of each year, it releases a study of the unionization rates and numbers for the previous year.

BOULWARISM - A management tactic used at the bargaining table when the employer asserts at the outset of negotiations that its first offer is its “final, best and last” offer and therefore fails to engage in the process. A take-it-or-leave it approach to bargaining where no give-or-take or substantive discussion occurs. This tactic has been ruled to be an unfair labor practice by the NLRB.

BOYCOTT – A boycott is collective pressure on employers by refusal to buy their goods or services. The practice was named (1880) after Capt. Charles Cunningham Boycott, an English land agent in Ireland whose ruthlessness in evicting tenants led his employees to refuse all cooperation with him and his family. In the United States the boycott has been used chiefly in labor disputes; consumer and business groups have also resorted to the method. Boycotts may be either primary or secondary. A typical example of a primary boycott is the refusal of aggrieved employees and their supporters to purchase the goods or services of an employer. A secondary boycott occurs when the aggrieved party attempts either to boycott a third party or to coerce it into joining an ongoing boycott. Thus, workers instituting a boycott may refuse to patronize firms that continue to deal with the initially boycotted party. Similarly, a secondary boycott would occur if workers struck an employer in order to force him to join the boycott of another firm. In the United States, such secondary actions are prohibited by both the Taft-Hartley Act (1947) and the Landrum-Griffin Act (1959), although little has been done to enforce the ban. Beginning in the late 1960s, the United Farm Workers union employed a series of boycotts in an attempt to gain recognition as the sole bargaining agent for grape and lettuce fieldworkers. Currently, Driscoll’s which is the world’s largest distributor of berries is the target of a boycott by farmworkers due to its record of unfair labor practices.

BREAD AND ROSES - "Bread and Roses" is a political slogan as well as the name of an associated poem and song. It originated from a speech given by the prominent labor leader Rose Schneiderman; a line in that speech ("The worker must have bread, but she must have roses, too.").

Quote from the poem Bread and Roses by James Oppenheim:

As we come marching, marching, unnumbered women dead
Go crying through our singing their ancient cry for bread.
Small art and love and beauty their drudging spirits knew.
Yes, it is bread we fight for – but we fight for roses, too.

The poem was first published in The American Magazine in December 1911. It is commonly associated with the successful textile strike in Lawrence, Massachusetts during January–March 1912, now often known as the "Bread and Roses strike". The slogan pairing bread and roses, appealing for both fair wages and dignified conditions, found resonance as transcending "the sometimes tedious struggles for marginal economic advances" in the "light of labor struggles as based on striving for dignity and respect", as Robert J. S. Ross wrote in 2013.

BROADBANDING - The replacement of a salary schedule or pay classification system that has numerous salary grades or levels with one that has only a few "bands" that each carry wider pay-range spreads.
**BUMPING** - A contractual right (also known as “displacement”) whereby employees scheduled for layoff are permitted to bump or displace less senior employees in other jobs for which they are qualified.

**CAFETERIA PLAN BENEFITS** - A benefit program that offers a choice between taxable benefits, including cash, and non-taxable health and welfare benefits. The employee decides how his or her benefits dollars are to be used within the total limit of benefit costs agreed to by the employer.

**CAPRICIOUS** - A phrase usually used in conjunction as “arbitrary and capricious” describing an action or decision which is made without cause or without consideration of an objective standard, and is totally subject to the whim or pleasure of the person or party in power.

**CAPTIVE AUDIENCE MEETING** - A union term for meetings of workers called by management, on company time and property. Usually the purpose of these meetings is to try to persuade workers to vote against union representation.

**CARD CHECK AGREEMENT** - An agreement in which the employer agrees to recognize a union as the official bargaining agent of its employees once a third party verifies that a majority of the entire group of employees has signed union membership cards; typically, the employer also agrees to begin negotiating for a first contract as soon as it recognizes the union. Such agreements avoid costly, lengthy and divisive elections.

**CEASE-AND-DESIST ORDER** - A written statement issued by the labor board requiring the employer or union to abstain from conduct which has been found to be an unfair labor practice.

**CENTRAL LABOR COUNCIL** – A city or county federation of local unions which are affiliated with different national or international unions. Central Labor Councils work to mobilize members around organizing campaigns, collective bargaining campaigns, electoral politics, rallies and demonstrations, strikes, picketing, boycotts, and similar needs.

**CERTIFICATION** - Formal recognition of a union as the exclusive representative of a bargaining unit, usually accomplished through a representation election by employees in the bargaining unit.

**CHARTING** - Charting is a tool used to identify the Union members in the bargaining unit, where they work, when they work, how much they work, their job title and where they live, how to contact them, and what their social network is. This is done for each worksite in an organized fashion with the information put into a central database. Charting provides a snap shot of the workplace that provides accurate up-to-date information on all of Union members.

**CHECKOFF** - An arrangement under which an employer deducts from the pay of employees the amount of union dues they owe and turns over the proceeds directly to the treasurer of the union.

**CIO** - The Congress of Industrial Organizations, was a federation of unions that organized workers in industrial unions in the United States and Canada from 1935 to 1955. Created by John L. Lewis in 1935, it was originally called the Committee for Industrial Organization, but changed its name in 1938 when it broke away from the American Federation of Labor. The CIO supported Franklin D. Roosevelt and the New Deal Coalition, and was open to African Americans. Both the CIO and its rival the AFL grew rapidly during the Great Depression. The rivalry for dominance was bitter and sometimes violent. The CIO
(Congress for Industrial Organization) was founded on November 9, 1935, by eight international unions belonging to the American Federation of Labor. In its statement of purpose, the CIO said it had formed to encourage the AFL to organize workers in mass production industries along industrial union lines. The CIO failed to change AFL policy from within. On September 10, 1936, the AFL suspended all 10 CIO unions (two more had joined in the previous year). In 1938, these unions formed the Congress of Industrial Organizations as a rival labor federation. In 1955, the CIO rejoined the AFL, forming the new entity known as the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO).

CLAYTON ACT – A Federal statute passed in 1914 as an amendment to the Sherman Antitrust Act of 1890 which declared that human labor is not “a commodity or article of commerce”. Labor unions and agricultural cooperatives were excluded from the forbidden combinations in the restraint of trade. The act restricted the use of the injunction against labor, and it legalized peaceful strikes, picketing, and boycotts. It declared that "the labor of a human being is not a commodity or article of commerce." Organized labor was as heartened by the act as it had been dejected by the doctrine of the Danbury Hatters' Case, but subsequent judicial construction weakened the act's labor provisions. The Clayton Antitrust Act was the basis for a great many important and much-publicized suits against large corporations.

CLOSED SHOP - An agreement between an employer and a union that, as a condition of employment, all employees must belong to the union before being hired. The employer agrees to retain only those employees who belong to a union. The term “closed shop” is at times confused with a “union shop”. However, closed shop agreements were declared illegal by the Taft-Hartley Act in 1947.

COALITION BARGAINING - When one or both parties engaged in collective bargaining represents a group of entities, e.g. a group of labor unions forms a coalition to negotiate a single agreement.

CAUCUS – A meeting of either side (union or management) during contract negotiations or a grievance hearing without the other present. It is a work meeting in which the parties consider a proposal, change the tone of the meeting, formulate a counter-proposal, or discuss and analyze what is happening at the table. Either party may call for a caucus.

COLA - A cost of living adjustment or escalator clause tied to inflation rates. However, this term is often incorrectly used to describe wage increases that are granted across-the-board to all employees, without regard to any statistic such as the Consumer Price Index (CPI).

COLLECTIVE BARGAINING AGREEMENT (CBA) - A written agreement or contract that is the result of negotiations between an employer and a union. It sets out the conditions of employment (wages, hours, benefits, etc.) and ways to settle disputes arising during the term of the contract. Collective bargaining agreements usually run for a definite period--one, two or three years. At times, the term is used synonymously with Memorandum of Understanding or MOU.

COMMON SITE PICKETING - A form of picketing in which employees of a struck employer, who work at a common site with employees of at least one employer is not being struck, may picket only at their entrance to the worksite. The employees of neutral employers must enter the workplace through another entrance. Picketing is restricted to the entrance of the struck employer so as not to encourage a secondary boycott on the part of the employees of a neutral employer. Also referred to as "common situs picketing."
COMMUNITY OF INTEREST - Factors, such as common supervision, job tasks, hours, working conditions, wages and benefits, etc., which determine which groups of employees the NLRB will include in an appropriate bargaining unit.

COMPANY UNION - An employee organization, usually in one company, that is dominated by management. The NLRA declared that such employer domination is an unfair labor practice.

COMPARABLE WORTH - The evaluation of jobs traditionally performed by one group of workers (such as women or minorities) to establish whether or not the worth of those jobs to the employer is comparable to the worth of the jobs traditionally performed by white men and the payment of extra wages to those occupying comparable jobs but receiving less income.

COMPLAINT – A finding issued by the NLRB or public labor commission of “probable cause” of a violation of labor law. Such a complaint is a step in the process following a “charge” being filed that may lead to a formal unfair labor practice hearing (trial) or a settlement of the issues in the complaint.

CONCERTED ACTIVITY – An action taken by a group of employees in order to improve their working conditions or benefits. Bargaining law considers this type of activity protected from retaliation or reprisal.

CONCESSIONARY BARGAINING – Negotiations in which the union agrees to and accepts concessions or “give backs” which results in a loss of wages or benefits. This is a highly divisive measure among the union membership in which the employer inevitably claims that such concessions are necessary for the good of the company’s continued existence or profitability. These concessions made in wages and benefits are almost never reinstated even when the employer’s profitability is restored.

CONFIDENTIAL EMPLOYEE - An employee whose job requires him/her to develop or present management positions on labor relations and/or collective bargaining, or whose duties normally require access to confidential information that contributes significantly to the development of such management positions. Confidential employees are not in the bargaining unit and do not have the right to bargain collectively.

CONSENT DECREE – An agreement worked out under the guidance and with the help of the NLRB which, therefore, has the effect of a court order on both the labor and management parties.

CONSTRUCTIVE DISCHARGE - In some cases, a resignation provoked by management harassment so unbearable that the resignation may be construed by the court or an arbitrator as a form of discharge, restoring the employee's right to grieve or hold the employer liable for violating the employee's due process rights.

CONSUMER PRICE INDEX (CPI) - The standard index used and published monthly by the U.S. Department of Labor to measure the change in the cost of goods and services.

CONTRACT - A labor agreement that has been negotiated between the employer and the employee union or association for a specific time period covering the wages, hours and other terms and conditions of employment for employees covered by the contract.

CONTRACT BAR - A period of time during the term of a contract when the incumbent union is
protected from a take-over action by an outside union to call for an election in order to gain exclusive representation of employees represented by the incumbent union.

**CONTRACT CAMPAIGN** - A series of collective and visible actions/events (or “campaign”) that runs parallel to negotiations at the bargaining table. It involves the use of strategic pressure on an employer's weaknesses, image and vulnerabilities to gain leverage during contract negotiations or during an organizing drive. These campaigns involve researching and analyzing an employer's social, legal, financial, and political networks and mobilizing union members, labor and community members in a comprehensive approach which does not rely on the strike alone as the basis of the union's leverage. Such contract campaigns are often multi-pronged that mobilizes the membership in creative and fun activities. They also require: a calendar of on-going actions that involve ever increasing pressure and unpredictability on the employer; benchmarks to evaluate each action’s goals; and flexibility in the plan. However, one isolated action does not constitute a contract campaign, rather a successful contract campaign requires constant planned activity over time that engages the workers in order to be effective. At times these campaigns are also referred to as corporate campaigns.

**CONTRACTING OUT** - The employment of outside contractors to perform the work normally performed by the bargaining unit employees. Also called sub-contracting.

**COPE** - Committee on Political Education or (PAC) Political Action Committee of the union. These are funded by voluntary contributions made by individual members for the purpose of supporting labor-friendly legislation (health and safety, safe needle, safe staffing legislation, etc.) and sometime labor-endorsed political candidates.

**COSTING** – The calculation of how much a change in wages, benefits, differentials, and other economic factors cost the employer. An absolutely critical and necessary element for any bargaining table.

**COUNTER PROPOSAL** – A proposal made by one party in negotiations as a response to a proposal made by the other party. An essential part of the negotiation process.

**CRAFT UNIONS** - Unions that organize workers in a single occupation or set of occupations along lines of their skilled crafts.

**DANBURY HATTERS’ CASE** – The Danbury Hatters’ Case (Loewe v. Lawlor 208 US 274) was decided in 1908 by the U.S. Supreme Court. In 1902 the hatters' union, the United Hatters of North America, called for a nationwide boycott of the products of a nonunion hat manufacturer in Danbury, Conn., “The Hat City”. The manufacturer, D.E. Loewe & Company, brought suit against the union for unlawfully combining to restrain trade in violation of the Sherman Antitrust Act. The Supreme Court by a vote of 9-0, held that the union was subject to an injunction and liable for the payment of treble damages. In effect, this decision outlawed secondary boycotts. This precedent for federal court interference with labor activities was later modified by statutes. And in the 1930s, unions won exemption from anti-trust litigation.

**DAVIS-BACON ACT** - Federal law passed in 1931 by Republican legislators and signed by President Herbert Hoover, that provides for the payment of wages by contractors engaged in construction, alteration or repair of public buildings or Federal contracts that must be no lower than locally prevailing wages and benefits for the same kind of work. These wage rates are fixed by the secretary of labor.
DECERTIFICATION - An action by employees of a unit to decertify, or remove, the exclusive representation status of the existing union by the filing of petitions calling for an election to change to a different union, or to become unrepresented.

DEFERRAL - A policy of the National Labor Relations Board (NLRB) not to process unfair labor practice charges if the charge can be filed as a grievance and taken up through a grievance and arbitration procedure. Known also as the Collyer Arbitration Deferral Policy.

DEFINED BENEFIT PLAN - A pension plan which guarantee a participant a pension for as long as he/she and his/her spouse are alive. The amount of the pension is generally based on a formula which takes into account a participant's final average earnings, age at retirement and years of service. The purpose of a defined benefit plan is to provide employees who retire with as much replacement income as possible for as long as they live. The plan is funded by the employer making sufficient contributions to the pension fund. The fund then makes prudent investments of the fund's assets and regardless of how well these investments perform, the obligation to fund the guaranteed pension benefits rests with the employer. Many employers are now trying to shift the burden of paying for retirement benefits onto their employees by shifting from defined benefit plans to defined contribution plans.

DEFINED CONTRIBUTION PLAN - In a defined contribution plan, an employer contributes each year a percentage of an employee's salary into a 401(k)-type individual account and leaves it up to the employee the responsibility of investing these assets prudently. If an employees' investments do not turn out well, or if the employee retires during a period of declining stock values, or if the employee outlives the value of his assets, then the employee is stuck without a core retirement income, and risks becoming a member of the elderly poor.

DE MINIMIS - Short for the Latin phrase, de minimis non curat lex, which means the law does not concern itself about trifles. This phrase may be used to describe a violation of law which is so small that it is not worth litigating.

DISTRIBUTIVE BARGAINING OR NEGOTIATION - Distributive bargaining is the approach to bargaining or negotiation that is used when the parties are trying to divide something up—distribute something. It contrasts with integrative bargaining in which the parties are trying to make more of something. This is most commonly explained in terms of a pie. Disputants can work together to make the pie bigger, so there is enough for both of them to have as much as they want, or they can focus on cutting the pie up, trying to get as much as they can for themselves. In general, integrative bargaining tends to be more cooperative, and distributive bargaining more competitive. Common tactics include trying to gain an advantage by insisting on negotiating on one's own home ground; having more negotiators than the other side, using tricks and deception to try to get the other side to concede more than you concede; making threats or issuing ultimatums; generally trying to force the other side to give in by overpowering them or outsmarting them, not by discussing the problem as an equal (as is done in integrative bargaining). Distributive bargaining is the most common approach used in labor negotiations.


DOUBLE BREASTED OPERATION - A condition where an employer operates two closely related companies—one with a union contract and one without. Under such operation, the employer will normally assign most of the work to the non-union segment of its two companies.
DOVETAIL SENIORITY - The combination of two or more seniority lists (usually of different employers being merged) into a master seniority list, with each employee keeping the seniority previously acquired even though the employee may thereafter be employed by a new employer.

DUAL UNIONISM - Union members' activities on behalf of, or membership in, a rival union.

DUE PROCESS - The right guaranteed of all bargaining unit members (union, agency fee payers, and non-union) under the contract, the right to access to the grievance process and a fair and objective hearing for cases that are deemed to have merit.

DURATION CLAUSE (TERM OF AGREEMENT). - The contract clause that specifies the time period during which the agreement is in effect. Where an agreement has a term greater than three years, the agreement serves as a contract bar only during the first three years. An agreement can have an automatic renewal provision, in which case the bar also would be renewed. There may be separate duration clauses for different parts of the agreement. Duration clauses may provide for automatic renewal for a specified period of time if neither party exercises its right to reopen the agreement for renegotiation.

DUTY TO BARGAIN – An employer’s obligation to recognize and bargain with a union under the NLRB, Section 8(a)(5) or state collective bargaining law or executive order as a result of the certification of the union as the bargaining agent. The duration of the duty to bargain depends on whether the union has been certified by the Board or voluntarily recognized. The basic requirements of the duty to bargain as outlined in Taft-Hartley Section 8(d) defines the duty as: The performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other conditions of employment or the negotiation of an agreement or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

ECONOMIC STRIKE - A work stoppage by employees seeking economic benefits such as wages, hours, or other working conditions. This differs from an unfair labor practice strike.

EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) - This law requires that persons engaged in the administration and management of private pensions act with the care, skill, prudence, and diligence that a prudent person familiar with such matters would use. The law also sets up an insurance program under the Pension Benefit Guarantee Corporation (PBGC) which guarantees some pension benefits even if a plan becomes bankrupt.

ENDTAIL SENIORITY - The combination of two or more seniority lists (usually from a merger of different employers) into a single seniority list with the group of employees from one company being placed at the bottom of the new seniority list.

ESCALATOR CLAUSE – A union contract provision for the raising of wages according to changes in the cost of living index or a similar standard; most commonly referred to as a Cost of Living Adjustment (COLA).

ESCAPE CLAUSE - A provision in maintenance of membership union contracts giving union members an "escape period" during which they may resign from union membership. Members who do not exercise this option must remain members for the duration of the contract.
EVERGREEN CLAUSE - An automatic renewal clause. Such a clause purports to continue the terms of the contract indefinitely until the parties negotiate and ratifies a successor contract.

EXCELSIOR LIST - Established in the case of Excelsior Underwear, the list of names and addresses of employees eligible to vote in a union election. It is normally provided by the employer to the union within 10 days after the election date has been set or agreed upon at the NLRB. The Excelsior list is used as the list of voters during the NLRB-conducted election.

EXCLUSIVE REPRESENTATIVE - A union that has been recognized as having exclusive authority to negotiate wages, hours and working conditions on behalf of employees in the bargaining unit the union represents. Exclusive representation is usually attained by a petition and secret ballot election of employees in the unit.

EXECUTIVE ORDER – An executive order is an order issued by the President of the U.S, the head of the executive branch of the federal government. Pres. John F. Kennedy issued Executive Order 10988 which recognized the right of federal employees to bargain with management. This term also refers to an order issued by a governor of a state. An executive order can also be called a decree or orders-in-council. An executive order issued by the President or the chief executive officer of a state has the force of law, and it is promulgated in accordance with applicable law. A number of states have public sector collective bargaining rights only through a governor’s executive order and not through state legislation, thereby making such rights dependent on the position and sentiments of the governor.

EXEMPT EMPLOYEE - An employee who is not covered by the Fair Labor Standards Act and is therefore not eligible for time-and-one-half monetary payments for overtime. Exempt employees are generally paid a salary rather than an hourly rate.

FACT FINDING - A procedure, usually advisory, to submit matters that are unresolved in a bargaining impasse. A hearing is held before a fact finder or a panel of three persons: a neutral fact finder, a person selected by the union and a person selected by the employer. A report and advisory recommendations regarding the disputed issues is issued following the hearing.

FAIR LABOR STANDARDS ACT (FLSA) - The 1938 federal Wage-Hour Law which establishes minimum wage, maximum weekly hours and overtime pay requirements in industries engaged in interstate commerce. The law also prohibited the labor of children under 16 years of age.

FAIR SHARE - In a union security clause of a contract, the amount a nonunion worker must contribute to a union to support collective bargaining activities. This arrangement is justified on the grounds that the union is obliged to represent all employees faithfully. The term is also referred to as an “agency fee”.

FAMILY AND MEDICAL LEAVE ACT (FMLA) - Federal law establishing a basic floor of 12 weeks of unpaid family and medical leave in any 12-month period to deal with birth or adoption of a child, to care for an immediate family member with a "serious health condition", or to receive care when the employee is unable to work because of his or her own "serious health condition."

FEATHERBEDDING -- The term “featherbedding” arose in the 1940s from the use of featherbeds in the railway industry to make workers comfortable when they had little actual work to do since the union required firemen on trains that no longer used neither wood nor coal. Now the term is used in reference to
the practice of hiring more workers than are needed to perform a given job, or to adopt work procedures which appear pointless, complex and time-consuming merely to employ additional workers. The term "make-work" is sometimes used as a synonym for featherbedding. In a 1965 bulletin the U. S. Department of Labor referred to "featherbedding" as: "a derogatory term applied to a practice, working rule, or agreement provision which limits output or requires employment of excess workers and thereby creates or preserves soft or unnecessary jobs; or to a charge or fee levied by a union upon a company for services which are not performed or not to be performed".

**FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS)** - The independent agency created by the Taft-Hartley Act in 1947 that provides the Federal mediators who mediate labor disputes which substantially affect interstate commerce.

**FREE RIDER** – A worker in a bargaining unit who refuses to join the union yet happily accepts all the wages and benefits negotiated by the union.

**FRIEDRICH** – The case of *Friedrichs v. California Teachers Association* aimed to overturn a nearly 40-year precedent which permitted the use of “fair share” fees for public sector unions, in which all bargaining unit members must pay for the costs associated with collective bargaining and contract administration. Given that all workers in unionized workplaces enjoy the benefits of unionization, and since unions are legally bound to represent all workers, requiring the use of unions’ financial resources, unions have taken the position that workers who choose not to become members of unions must at least pay these fees in order to not become “free riders” - gaining benefits from union representation without paying a cent for them. The case went all the way to the U.S. Supreme Court. But with the death of Associate Justice Antonin Scalia in February 2016 and the resulting open seat, the court had only 8 members to decide cases. The U.S. Supreme Court issued its decision in March 2016 with a 4-4 split ruling. The 4-4 split ruling leaves intact the precedent established by *Abood v. Detroit Board of Education*, the 1977 case in which the court upheld the fair share fees that support collective bargaining. The decision simply leaves the lower court (the Ninth Circuit Court of Appeals) opinion in place and reserves the legal question for a future case. The ruling therefore does not put an end to the threat against fair share and collective bargaining. There are numerous other cases which are currently working their way through the legal system and this scenario may well likely be played out once again in the future.

**FRINGE BENEFITS** – Negotiated contract provisions other than wages and hours; for example, health insurance, welfare fund, pensions.

**GARRITY RIGHTS** – Garrity Rights protect public employees from being compelled to incriminate themselves during investigatory interviews conducted by their employers. This protection stems from the Fifth Amendment to the United States Constitution, which declares that the government cannot compel a person to be a witness against him/herself. It was promulgated by the Supreme Court of the United States in *Garrity v. New Jersey* (1967). In that case, a police officer was compelled to make a statement or be fired, and then criminally prosecuted for his statement. The Supreme Court found that the officer had been deprived of his Fifth Amendment right to silence. A typical Garrity warning (exact wording varies between State or local investigative agencies) may read as follows: *You are being asked to provide information as part of an internal and/or administrative investigation. This is a voluntary interview and you do not have to answer questions if your answers would tend to implicate you in a crime. No disciplinary action will be taken against you solely for refusing to answer questions. However, the evidentiary value of your silence may be considered in administrative proceedings as part of the facts surrounding your case. Any statement you do choose to provide may be used as evidence in criminal and/or administrative proceedings.*
The *Garrity* warning helps to ensure the subject's constitutional rights, while also helping state or local investigators preserve the evidentiary value of statements provided by subjects in concurrent administrative and criminal investigations.

**GOOD FAITH** - The mutual legal obligation of the employer and the employee union to negotiate over mandatory subjects of bargaining. In practical terms, this means approaching bargaining with an open mind, following procedures that will enhance the prospects of settlement, being willing to meet as often as necessary, providing the union with the information it needs to bargain meaningfully, discussing the demands of employees freely and justifying negative responses to these demands and considering compromise proposals. This requirement rises out of Section 8(d) of the National Labor Relations Act or state collective bargaining law (where the Union is certified as the exclusive representative). It is enforced by the National Labor Relations Board or state agency. Under the NLRA, the parties are required: "To bargain collectively ..., to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession."

**GRANDFATHER/MOTHER CLAUSE** - An exception in a contract article that either exempts or continues a prior benefit to those covered employees who were employed prior to the negotiation of that article.

**HATCH ACT** – A Federal law that, as amended by the Taft-Hartley Act, forbids corporations or unions from making contributions or expenditures in connection with elections for certain federal offices. The Hatch Act of 1939, officially An Act to Prevent Pernicious Political Activities’ main provision prohibits employees in the executive branch of the federal government, except the president, vice-president, and certain designated high-level officials of that branch, from engaging in some forms of political activity. The law was named for Senator Carl Hatch of New Mexico. The Hatch Act Reform Amendments of 1993 permit most Federal employees to take an active part in partisan political management and partisan political campaigns. While Federal employees are still prohibited from seeking public office in partisan elections, most employees are free to work, while off duty, on the partisan campaigns of the candidates of their choice.

**HIPAA** – An acronym that stands for the Health Insurance Portability and Accountability Act, a law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. Developed by the Dept. of Health and Human Services, these new standards provide patients with access to their medical records and more control over how their personal health information (PHI) is used and disclosed. HIPAA's original intent was to reform the healthcare industry by reducing costs, simplifying administrative processes and burdens, and improving the privacy and security of patients' health information. It has been known as the Kennedy–Kassebaum Act after two of its leading sponsors. Title I (the portability section) of HIPAA protects health insurance coverage for workers and their families when they change or lose their jobs. Today HIPAA compliance mainly revolves around the last item: protecting the privacy and security of patients' health information. Employers often cite HIPAA (almost always incorrectly), as the reason that they cannot provide information requested by the union of workplace injuries etc.

**HIRING HALL** – Union hiring halls are primarily found among unions in the construction industry. A union hiring hall is where a union “hires out” workers to employers who have work and is roughly similar
to an employment agency. The waiting list of unemployed workers is also commonly referred to as “the bench”.

**HOSTILE WORK ENVIRONMENT** - Continuous, low level discriminatory remarks or behaviors that cumulatively 'poison' the workplace for the aggrieved victim enough to alter the terms, conditions or privileges of the workplace, and are commonly considered by the courts and the EEOC as equivalently unlawful to more overt forms of discrimination.

**HOT CARGO CLAUSES** - Clauses in union contracts permitting employees to refuse to handle or work on goods shipped from a struck plant or to perform services benefiting an employer listed on a union unfair list. Most hot cargo clauses were made illegal by the Taft-Hartley Act but there are some exceptions.

**ILLEGAL SUBJECT OF BARGAINING** - A prohibited subject of bargaining; a matter that would deny either party its legal rights. A proposal by management to restrict the filing of grievances is an example of an illegal subject of bargaining.

**IMPASSE** - The point in negotiations at which one or both parties determine that no further progress can be made toward reaching agreement at that point in time. If the employer declares impasse in the private sector it may lead to an imposition of terms and conditions. The Union could challenge a premature declaration or a false impasse by: filing an unfair labor practice charge; waiting with passage of some time; and/or strike. The “duty to bargain” remains on both parties nonetheless. In many states with public sector collective bargaining, a declaration of impasse is often a part of the process that leads to mediation and/or fact-finding or other dispute resolution methods.

**INDUSTRIAL UNIONS** - Unions that organize all workers, regardless of particular skills or classifications, in a particular industry who produce a single product or set of products.

**INFORMATIONAL PICKETING** - A type of picketing done with the express intent not to cause a work stoppage, but to publicize either the existence of a labor dispute or information concerning the dispute.

**INJUNCTIONS 10(j)** - Section 10(j) of the National Labor Relations Act authorizes the National Labor Relations Board to seek temporary injunctions against employers and unions in federal district courts to stop unfair labor practices while the case is being litigated before administrative law judges and the Board. These temporary injunctions are needed to protect the process of collective bargaining and employee rights under the Act, and to ensure that Board decisions will be meaningful. The section was added as part of a set of reforms to the Act in 1947.

**IMPACT BARGAINING** – Negotiating sessions which may be held after the contract is settled to address sudden changes in working conditions or other mandatory subjects.

**INTEGRATIVE NEGOTIATION** - Integrative negotiation is also often referred to as Interest Based Bargaining or 'win-win' bargaining. It involves a process that integrates the aims and goals of the involved negotiating parties through creative and collaborative problem solving. It differs significantly from the traditional approach to collective bargaining of distributive bargaining. The parties are trained in the approach and often use a facilitator throughout the process. The bargaining is based on mutual trust where
the parties openly share information in the goal to solve their problems in a manner that benefits both parties.

**INTEREST ARBITRATION** - An arbitration, mutually agreed upon by the parties that gives the arbitrator the authority to determine what provisions the parties are to have in their collective bargaining agreement. This differs from grievance arbitration which interprets and applies the terms of an agreement to decide a grievance.

**INTEREST-BASED BARGAINING (IBB)** - A bargaining technique in which the parties start with (or at least focus on) interests rather than proposals; agree on criteria of acceptability that will be used to evaluate alternatives; generate several alternatives that are consistent with their interests, and apply the agreed-upon acceptability criteria to the alternatives so generated in order to arrive at mutually acceptable contract provisions. The success of the technique depends, in large measure, on mutual trust, candor, and a willingness to share information. (Compare with the duty to bargain in good faith.) But even where these are lacking, the technique, with its focus on interests and on developing alternatives, tends to make the parties more flexible and open to alternative solutions and thus increases the likelihood of agreement. IBB often is contrasted with "position-based" bargaining, in which the parties start with proposals (which implicitly are solutions to known or inferred problems). However, even in position-based bargaining the parties normally are expected to justify their proposals in terms of their interests by identifying the problems to which the proposals are intended as solutions. Once the interests are on the table, the parties are in a position to evaluate their initial and subsequent proposals--whether generated by group brainstorming (a common method of generating alternatives in IBB) or by more customary methods--in terms of the extent they are likely to effectively and efficiently solve problems without creating additional problems.

**JOB ACTION** - A concerted, coordinated activity by employees designed to put pressure on the employer to influence bargaining. Examples include: work stoppages or shutdowns, sickouts and protest demonstrations, wearing T-shirts, buttons, or hats with union slogans, holding parking lot meetings, collective refusal of voluntary overtime, reporting to work in a group, petition signing, jamming phone lines, etc.

**JOURNEYMAN** – A worker who has completed apprenticeship in a trade or craft and is therefore considered a qualified skilled worker.

**JUST CAUSE** - The “just cause” article in a labor contract provides a standard of protections against arbitrary or unfair termination and other forms of inappropriate workplace discipline. Just cause mandates that management must meet a burden of proof to justify discipline or discharge. The principle of just cause requires that the employer have a justifiable reason for any disciplinary action it takes against an employee. An employer must show just cause only if a contract requires it. Most contracts have just cause requirements which place the burden of proof for just cause on the employer.

**KENTUCKY RIVER** – The term “Kentucky River” is a short-handed way to refer to the Kentucky River Trilogy that involved three cases which the NLRB selected to once again revisit the definition of “supervisors” and potentially impacting 8 million workers. The cases were: Oakwood Healthcare Inc., 348 NLRB 37; Golden Crest Care Center, 348 NLRB 39; and, Croft Metal, Inc., 348 NLRB 38. The issue involved whether registered nurses and other construction foremen, team leaders and lead workers in various fields of work were essentially supervisors, and therefore not employees. The NLRA defines supervisors as “any individual having authority, in the interest of the employer, to hire, transfer, suspend,
lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not merely routine or clerical in nature, but requires the use of independent judgment.” This means that supervisors are not considered as “employees” under the act and do not have the rights or protections to organize a union. In 2006 the NLRB issued its revised definition of “supervisor” which ruled that an employee is a supervisor if he/she has the authority to do any of the above listed functions, provided that the exercise of that authority requires the use of independent judgment and is exercised in the interest of the employer. This interpretation continues to be tested and challenged as unions negotiate contract language protecting workers’ status as “employees” and thereby their right to be in a union.

LANDRUM-GRIFFIN ACT of 1959 - Also known as the Labor-Management Reporting and Disclosure Act (LMRDA), it provides safeguards for individual union members, requires periodic reports by unions, and regulates union trusteeships and elections.

LEAFLETTING – An action by the union of standing outside of the work facility and leafletting all who enter or pass by the site. It is a manner of informing employees and the public at the worksite of a pending issue and of pressuring the employer as well as. It also helps the union to define the matter/problem/dispute before the management does and is a physical show of strength and unity. Such leafletting at health care facilities does not require a ten-day notice as it would for an informational picketing or a strike.

LILLY LEDBETTER FAIR PAY ACT OF 2009 - is a Federal statute that was the first bill signed into law by Pres. Barack Obama on January 29, 2009. The Act amends the Civil Rights Act of 1964. The new act states that the 180-day statute of limitations for filing an equal-pay lawsuit regarding pay discrimination resets with each new paycheck affected by that discriminatory action. The law directly addressed Ledbetter v. Goodyear Tire & Rubber Co., 550 U.S. 618 (2007), a U.S. Supreme Court decision that the statute of limitations for presenting an equal-pay lawsuit begins on the date that the employer makes the initial discriminatory wage decision, not at the date of the most recent paycheck. The act is named after Lilly Ledbetter. Lilly Ledbetter was one of a few female supervisors at the Goodyear plant in Gadsden, Alabama, and worked there for close to two decades. She faced sexual harassment at the plant and was told by her boss that he didn’t think a woman should be working there. Her co-workers bragged about their overtime pay, but Goodyear did not allow its employees to discuss their pay, and Ms. Ledbetter did not know she was the subject of discrimination until she received an anonymous note revealing the salaries of three of the male managers. After she filed a complaint with the EEOC, her case went to trial, and the jury awarded her back-pay and approximately $3.3 million in compensatory and punitive damages for the extreme nature of the pay discrimination to which she had been subjected. The Court of Appeals for the Eleventh Circuit reversed the jury verdict, holding that her case was filed too late – even though Ms. Ledbetter continued to receive discriminatory pay – because the company’s original decision on her pay had been made years earlier. In a 5-4 decision authored by Justice Alito, the Supreme Court upheld the Eleventh Circuit decision and ruled that employees cannot challenge ongoing pay discrimination if the employer’s original discriminatory pay decision occurred more than 180 days earlier, even when the employee continues to receive paychecks that have been discriminatorily reduced.

LIVING WAGE ORDINANCE - A living wage ordinance is a local—usually city—law that establishes a wage floor for a specific group of workers. While each ordinance is unique, they all establish a wage floor above that of the federal or state minimum wage. Typically, activists propose a wage level derived by dividing the poverty threshold by full-time, full-year work. The motivation for living wage ordinances
originates with two related trends: the deterioration of the economic opportunities available to low-income working families, and the use of taxpayer dollars to create poverty-level jobs. Unlike the minimum wage, which covers the vast majority of the low-wage workforce, living wage ordinances have much narrower coverage—a few hundred in a small city, a few thousand in larger cities like Seattle, Oakland, Lexington Kentucky, Portland Maine, Los Angeles and Chicago.

**LOCKOUT** - Action by the employer to prohibit employees from entering the workplace during a labor dispute or employee strike. A lockout is the employer counterpart of a strike and is used primarily to pressure employees to accept the employer’s terms in a new contract.

**LONGEVITY DIFFERENTIAL** - A payment, above the base rate of pay, based on years of service. This payment does not become part of an employee’s base pay.

**LOUDDERMILL** - Employee rights deriving from a 1985 US Supreme court decision 470 U.S. 532 (U.S. 1985 Cleveland Board of Education vs. Loudermill) that most public (but not private) employees have a property right in their jobs. An employee cannot be dismissed without due process involving pre-termination hearing that gives them the opportunity to present their side of the story. A “Loudermill” hearing is part of the "due process" requirement that must be provided to a government employee prior to removing or impacting the employment property right (e.g. imposing severe discipline). It also give the employees a right to pre-termination hearing that gives them the opportunity to present their part. Loudermill rights include a written or oral notice regarding why they are being fired. Specific evidence to any charges against them must be given to them and a pre-termination hearing is also to be given where the employee can respond to the charges made against him or her.

**MAINTENANCE OF MEMBERSHIP** - A clause that requires all employees who are voluntary members of a union or association to maintain their membership during the term of the labor contract. Typically, there is a window (“escape clause”) during the term of the contract during which employees may withdraw from the union.

**MAKE WHOLE** - A catchall phrase used in grievances and other legal action where a remedy is sought from an employer. Often used in discharge and discipline cases where the union seeks to have a worker, who had been wrongly discharged or disciplined, returned to work and reimbursed all wages, benefits, or other conditions lost due to an employer's unjustified action.

**MANAGEMENT RIGHTS** - A contract clause that states the claimed rights of employers to control operational aspects of the workplace which are not limited by specific terms of the contract. The management rights clause automatically expires with the agreement if there is no extension (Racetrack Food Services, 353 NLRB 76, Dec. 31, 2008, and The Bohemian Club and UNITE/HERE Local 2, 351 NLRB59, Nov. 19, 2007). “A contractual reservation of managerial discretion does not extend beyond the expiration of the contract unless the contract provides for it to outlive the contract” (Blue Circle Cement Co., 319 NLRB 954 (1995). This means that all of the implied rights that are assumed in the management rights clause and rights that are not specifically granted in the contract - are no longer in effect. Therefore, when a contract expires and there is no extension, the union can issue demands to bargain over virtually all of those items before the employer can implement or act upon them.

**MANDATORY SUBJECTS OF BARGAINING** – Topics that must be negotiated over if the union and employer are to engage in good faith bargaining. Mandatory subjects include: hours; wages; and, working
conditions. However, there is no obligation on either party to reach agreement on a mandatory subject being bargained, but rather there is an obligation to engage in the bargaining process.

**MAPPING THE WORKPLACE** – Mapping involves the actual drawing of the physical workplace including an outline of the various work areas or stations, entrances, machines, desks, supervisor’s work stations or locations, etc. Such mapping is helpful to identify where the stewards are located, as well as the managers, and work groups, work paths and meeting areas where breaks are taken, and also which physical areas are where most grievances occur.

**MASTER CONTRACT** - A union contract covering several companies in one industry. For example, the National Master Freight Agreement covers Teamsters members employed by a number of companies.

**MEDIATION** - The involvement by a neutral agent (often provided by the Federal Mediation and Conciliation Service or state agency) to assist in negotiations by discussing the disputed issues with the parties together or separately, and assisting the parties in reaching a settlement. This is a voluntary procedure that is non-binding on the parties.

**MEET AND CONFER** – Depending on the setting and the state involved, “meet and confer” generally means - an informal process through which labor and management work together to solve or avoid problems, or strive to improve the working environment. Adjunct to, but not a substitute for the collective bargaining process. In some states, there is no structure or definition as to what this actually means leaving it vague and allowing the parties to use it and construct it as they see fit. Meet and confer must allow a discussion of policies and other matters related to their employment, but is in most cases not full contract negotiations which result in a collective bargaining agreement.

**MEMORANDUM OF AGREEMENT** - Most often an MOA (or MOU – Memorandum of Understanding) refers to the written document summarizing the terms of settlement for an initial contract or a successor collective bargaining agreement and signed by both parties. Sometime it is also used to refer to the written collective bargaining agreement itself.

**MERIT INCREASE/PAY FOR PERFORMANCE** – An increase in wages given to an employee by the employer to supposedly reward good performance on the job. Merit increases lack objective criteria for awarding increases, and thus allows for abuses and favoritism to enter into the decision awarding such increase.

**MID-TERM BARGAINING** - Literally, all bargaining that takes place during the life of the contract. Usually contrasted with term bargaining--i.e., with the renegotiation of an expired (or expiring) contract.

**MOHAWK VALLEY FORMULA** - The Mohawk Valley formula is a plan for strikebreaking purportedly written by the president of the Remington Rand company James Rand, Jr. around the time of the Remington Rand strike at Ilion, New York in 1936/37. The plan includes discrediting union leaders, frightening the public with the threat of violence, using local police and vigilantes to intimidate strikers, forming puppet associations of "loyal employees" to influence public debate, fortifying workplaces, employing large numbers of replacement workers, and threatening to close the plant if work is not resumed. The Remington Rand company ruthlessly suppressed the strikes, as documented in a ruling by the NLRB, and the plan has been accepted as a guide to the methods that were used. One source names the strikebreaker Pearl Bergoff and his so-called "Bergoff Technique" as the origin of the formula. Rand and Bergoff were both indicted by the same federal grand jury for their roles in the Remington Rand strike.
Noam Chomsky has described the formula as the result of business owners' trend away from violent strikebreaking to a "scientific" approach based on propaganda. An essential feature of this approach is the identification of the management's interests with "Americanism," while labor activism is portrayed as the work of un-American outsiders. Workers are thus persuaded to turn against the activists and toward management to demonstrate their patriotism.

**MOST FAVORED NATIONS CLAUSE** - A clause in a collective bargaining agreement where the parties agree that if another contract is signed with another bargaining unit containing more favorable terms, such terms will automatically apply to the present contract. Also may be referred to as a “me too” clause.

**NATIONAL LABOR RELATIONS ACT OF 1935 (NLRA)** - The Federal law guaranteeing workers the right to participate in unions without management reprisals. It was modified in 1947 with the passage of the Taft-Hartley Act, and modified again in 1959 by the passage of the Landrum-Griffin Act.

**NATIONAL LABOR RELATIONS BOARD (NLRB)** - Agency created by the National Labor Relations Act, 1935, and continued through subsequent amendment, whose functions are to define the appropriate bargaining units, to hold elections, to determine whether a majority of workers want to be represented by a specific union or no union, to certify unions to represent employees, to interpret and apply the Act's provisions prohibiting certain employer and union unfair practices, and otherwise to administer the provisions of the Act.

**NEUTRALITY AGREEMENT** - An employer agrees not to interfere in its employees’ decisions about whether to join a union and the employees and union agree not to disrupt the workplace through strikes, picketing or boycotts.

**NEUTRALITY/CARD CHECK NEUTRALITY** - A neutrality agreement is one in which an employer agrees not to indicate support or opposition to the efforts of their employees to organize for union representation. The employer agrees to not hold mandatory meetings, issue campaign literature, hire consultants or in any way interfere with the workers' right to choose a union. Card Check neutrality agreements include the provision that the employer will recognize the union without a costly and time consuming election if the majority of workers sign a petition or authorization cards indicating their support of the union.

**NO RAIDING PACT** - An agreement between unions not to attempt to organize workers already under represented by another union. Articles XX and XXI of the AFL-CIO constitution provides measures to enforce no raiding among affiliated unions and measures for resolution.

**NORRIS-TERMADORE RULE** - When the union and the employer sign a written eligibility agreement, the agreement will control, and challenges will not be heard unless the challenges involve persons, such as supervisors, guards or other professional or confidential employees according to the Act or NLRB policy [119 NLRB 1301, 41 LRRM 1283 (1958)]. To codify its policy, the Board, in Norris-Thermadore, adopted the policy that parties to a representation proceeding should be permitted definitively to resolve as between themselves issues of eligibility prior to the election if they clearly evidence their intention to do so in writing. Therefore, where parties enter into a written and signed agreement which expressly provides that issues of eligibility resolved therein shall be final and binding upon the parties, such an agreement, and only such an agreement, is considered a final determination of
the eligibility issues unless it is, in part or in whole, contrary to the Act or established Board policy. This is known as the Norris-Thermadore rule since it was adopted in Norris-Thermadore Corp.

**NO-STRIKE CLAUSE** - A clause in a collective bargaining agreement between a union and employer that the union will not engage in any strike or other economic activities against the employer during the term of the Agreement and may include a ban on informational picketing and/or sympathy strikes. A no-strike clause in a collective bargaining agreement is considered the quid pro quo for an arbitration obligation. Such a clause usually includes a no-lockout provision also protecting workers from being locked out by the employer.

**NO SUBCONTRACTING** – A contract clause that prohibits the employer from subcontracting out bargaining unit work to non-bargaining unit workers. If the employer hires non-bargaining unit workers with such a contract clause in place, the union can file a grievance on behalf of affected union members against the company for breach of contract and to recover lost wages and benefits.

**OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**: The Law which authorizes the OSHA agency to set standards, obligates employers to provide a safe workplace, and provides for enforcement of the standards. The law encourages the states to develop their own safety laws which displace the federal law. Pres. Richard M. Nixon signed OSHA into law on December 29, 1970. OSHA's mission is to "assure safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance". The agency is also charged with enforcing a variety of whistleblower statutes and regulations.

**OFF-THE-RECORD** - Discussions or talks that occur where no official record is kept, and notes are not taken. Such discussions usually take place at the bargaining table with the committees present. Often these talks are helpful to change the atmosphere and to help clear the air and to understand either parties’ impediments or hurdles.

**OPEN NEGOTIATIONS** – This is a process of having open contract negotiations which are open to all bargaining unit members and any others that the Union identifies and deems as part of its contract negotiating committee. Those attending such open sessions are never referred to or called “observers” which the management team possibly could object to being present. However, either side may construct its bargaining teams as they see fit as within their rights under the NLRA or state collective bargaining laws. If the management refuses to bargain with such an expanded union bargaining team, that may be a violation of the law and cause for an unfair labor practice charge. In some states with public sector collective bargaining – such as Florida – open sessions to anyone are a part of the statute.

**OPEN SHOP** - A bargaining unit in a company or workplace at which the workers, though represented by a duly-elected union, are not required to pay the union dues or service fees for representation which the union is nevertheless legally required to provide.

**ORGANIZING MODEL OF UNIONS** - The philosophy and concept that the primary function of a union's officers and staff is to organize members to have ownership of their union and to exert collective power to solve problems. This is in contrast to the service or business model.

**PAST PRACTICE** - An unwritten, repeated application of a work rule or policy over a period of time that is known and accepted by both labor and management but does not appear in the written contract. Past
practice is used by arbitrators to judge how a contract term has been interpreted at the workplace when the language of the agreement is ambiguous.

**PATCO** - The Professional Air Traffic Controllers Organization was a trade union that operated from 1968 until its decertification in 1981 following an illegal strike that was broken by the Ronald Reagan. The 1981 strike and defeat of PATCO has been referred to as "one of the most important events in late twentieth century U.S. labor history". Reagan’s busting of the union opened the floodgates to union busting nationwide as he “legitimized” the practice.

**PATTERN BARGAINING** - Collective bargaining in which the union tries to apply identical terms, conditions, or demands to a number of employers in an industry although the employers act individually rather than as a group.

**PERB** - *(PUBLIC EMPLOYMENT RELATIONS BOARD)* may also be called SLRB (State Labor Relations Board) and SERB (State Employment Relations Board) among others - depending on the state public employee collective bargaining law. An administrative agency charged with administering the state’s collective bargaining statutes covering public employees.

**PERMANENT REPLACEMENTS** - Under current labor law, when employees engage in an economic strike, the employer has the right to hire permanent replacements. After the strike has ended, if no back-to-work agreement is reached between the union and the employer, employees replaced during the strike are put on a preferential hiring list and must wait for openings to occur.

**PERMISSIVE (VOLUNTARY) SUBJECT OF BARGAINING** - A matter that is not a mandatory subject of bargaining involving wages, hours or working condition, but that the parties agree to discuss at the bargaining table. Permissive subjects of bargaining may not be taken into the impasse procedure in the event that bargaining reaches impasse.

**PERSUADER RULE** – In March 2016, the Department of Labor (DOL) issued a long-awaited rule that will require employers to disclose which outside consultants they hire to counter workers' union organizing efforts. Under the so-called persuader rule, which was first proposed in 2011, employers will be required to report any actions, conduct or communications that are undertaken to — explicitly or implicitly, directly or indirectly — affect an employee’s decisions regarding his or her representation or collective bargaining rights. This will allow workers the opportunity to know whether the messages that they are receiving at work is from their employer and supervisors or from a paid, third-party consultant who operates in the shadows. The rule closes a longstanding loophole in the Labor Management Reporting and Disclosure Act of (Landrum-Griffin Act of1959) that allowed employers to hire consultants and create strategies against union-organizing campaigns — in some cases, even scripting managers’ communications with employees — without disclosing any information. Prior to the rule, employers were only required to disclose hiring an outside firm if the consultants made direct contact with employees. This rule now gives workers information about the source of those views, materials, and policies that are being used to influence their decisions about how to exercise their right to choose union representation or engage in collective bargaining. However, as of June 2016 - U.S. District Judge Sam Cummings in Lubbock, Texas, agreed with the National Federation of Independent Business and other business groups in their lawsuit that the Department of Labor's "persuader rule" impermissibly did away with a provision of federal law that exempts employers from disclosing when they merely receive advice on responding to union organizing. So the ruling is on hold for now (September 2016).
**PIECE WORK** - Pay by the number of units completed. The theory is that the faster you work, the more you will get paid.

**PINKERTONS** - Pinkerton, founded as the Pinkerton National Detective Agency, is a private security guard and detective agency established in the United States by Allan Pinkerton in 1850 and currently a subsidiary of Securitas AB. During the labor strikes of the late 19th and early 20th centuries, businessmen hired the Pinkerton Agency to infiltrate unions, supply guards, keep strikers and suspected unionists out of factories, and recruit goon squads to intimidate workers. One such confrontation was the Homestead Strike of 1892, in which Pinkerton agents were called in to reinforce the strikebreaking measures of industrialist Henry Clay Frick, acting on behalf of Andrew Carnegie. The ensuing battle between Pinkerton agents and striking workers led to the deaths of seven Pinkerton agents and nine steelworkers. The Pinkertons were also used as guards in coal, iron, and lumber disputes in Illinois, Michigan, New York, Pennsylvania, and West Virginia as well as the Great Railroad Strike of 1877 and the Battle of Blair Mountain in 1921. The organization was pejoratively called the "Pinks" by its opponents. In the late 1930's, Henry Ford, the man who is known in the history books for introducing the assembly line and decent factory wages--on the theory that well-paid workers could buy a mass-produced product--didn't much like the idea of Walter Reuther and the UAW attempting to organize his company. So Ford hired the Pinkerton Detective Agency, known for its ability to destroy unions. The Pinkertons weren't afraid to use fists, guns or clubs to break the bodies and spirits of union organizers and striking workers and they did so frequently, but failed to break the union and its organizing efforts at the Ford motor company.

**PREMIUM PAY** - An extra amount over the normal hourly time rates, sometimes a flat sum, sometimes a percentage of the wage rates, paid to workers to compensate them for inconvenient hours, overtime, hazardous, or unpleasant conditions, or other undesirable circumstances.

**PREVAILING WAGE** - Generally the wage prevailing in a locality for a certain type of work. It is a wage determinant for many federal construction projects under the Davis-Bacon Act. The term does not necessarily refer to union wages.

**PRIVATE SECTOR** - The part of the economy that is not state or government controlled (despite may having received government funds), and is run by individuals and companies for profit. The private sector encompasses all for-profit businesses that are not owned or operated by the government.

**PRIVATIZATION** – Selling or leasing public sector or government functions to private entities or businesses.

**PROJECT LABOR AGREEMENTS** - A Project Labor Agreement (PLA) is a type of pre-hire agreement designed to facilitate complex construction projects which puts all workers, regardless of union, under a separate, umbrella contract that applies only to a specific project. A product of collective bargaining, PLAs govern the work rules, pay rates, and dispute resolution processes for every worker on the project. These agreements do not require employers to sign collective bargaining agreements. These agreements ensure elimination of all work stoppages for the duration of the project, through a project-long no-strike, no-lockout commitment, with binding procedures to resolve all disputes, assuring productive labor relations.

**PROTECTED ACTIVITY** - Activity by an employee such as participating in union activity, filing an appeal, appearing as a witness on behalf of another employee or the union, marching in a picket line. Such activities are called “protected” because the employee is legally protected from retaliation by the employer.
for engaging in such activities.

**PUBLIC EMPLOYEE** - A person who is employed by a municipal, county, state, or federal agency or state college or university.

**PUBLIC SECTOR** - The part of the economy concerned with providing basic government services and is funded and controlled by a governmental agency. The composition of the public sector varies by country, but in most countries the public sector includes such services as the police, military, public roads, public transit, primary education and healthcare for the poor. The public sector accounts for about 20% of the US economy.

**QUID PRO QUO** - A Latin phrase meaning literally, "What for what." The phrase describes an implied or expressed expectation that one party will get something for something else given up.

**RAILWAY LABOR ACT OF 1926 (RLA)** - This law regulates labor relations in the railway and airlines industries, guaranteeing workers in these industries the right to form a union and bargain collectively. The RLA severely controls the timing and right to strike. Also, bargaining units under the RLA are usually nation-wide, making it more difficult for workers to form a union.

**RATIFICATION** - A vote or other action by the union or association to accept or reject a contract that has been negotiated between the union and the employer. Likewise, the action by the governing body to adopt the agreement, thus making it a binding contract.

**RED CIRCLE** - A method of targeting certain job classifications for special treatment in wage negotiating, with both good and bad results possible.

**REDUCTION-IN-FORCE (RIF)** - A layoff situation.

**REGRESSIVE BARGAINING** - Reneging on a proposal submitted in negotiations or making a proposal that moves away from agreement by removing or reducing the value of items previously placed on the table.

**REOPENER CLAUSE** - A clause that sets a date or circumstance to open negotiations on one or more issues in the contract but does not open the entire contract for negotiation.

**RETROACTIVE PAY** - Retroactive pay (or back pay), is a retroactive wage increase. For example, a negotiated contract expires December 31st but employees continue to work while a new contract is negotiated. A new contract is approved the following March which includes a pay increase retroactive to January 1st. The retroactive increase, or back pay, is paid for work beginning January 1st.

**“RIGHT-TO-WORK” LAWS** - A total misnomer. It is an anti-union term coined to describe state laws that make it illegal for a collective bargaining agreement to contain clauses requiring union membership as a condition of employment. Such so-called “right to work” laws encourages the use of "free riders" by forcing union members to subsidize the benefits of collective bargaining for people not willing to pay their fair share.

**“RIGHT-TO WORK” STATES** - States which have passed laws prohibiting unions from negotiating union shop clauses in their contracts with employers covered by the NLRA. There are currently 26 so-called "right-to-work" states. Labor usually refers to these as "right to work for less" states. There are
national “right to work” bills that right-wing/anti-union Congressional legislators would like to see enacted as law.

SALTING – Salting occurs when union employees or organizers, or union members, apply for and get jobs with a targeted employer who is usually unaware of the salt’s true motive, which is to unionize the employees of the “salted” employer. This also occurs when the salts openly state their union affiliation so that, if the employer refuses to consider or hire them, they or their union can claim that they were discriminate against because of their union status.

SAVINGS CLAUSE - A contract clause that protects all articles and provisions of the contract except those which may have become null and void due to unforeseen legislative or judicial decisions.

SCAB – A strikebreaker.

SCOPE OF BARGAINING - The range of topics and subjects within the scope of a particular set of negotiations leading to a collective bargaining agreement. These may vary widely in the public sector due to the specifics of each state’s collective bargaining laws.

SECONDARY BOYCOTT - Refusal to deal with a neutral party in a labor dispute, usually accompanied by a demand that he bring pressure upon the employer involved in the dispute to accede to the boycott's terms. A group’s refusal to work for, purchase from, or handle the products of a business with which the group has no dispute. A secondary boycott is an attempt to influence the actions of one business by exerting pressure on another business. For example, assume that a group has a complaint against the Acme Company. Assume further that the Widget Company is the major supplier to the Acme Company. If the complaining group informs the Widget Company that it will persuade the public to stop doing business with the company unless it stops doing business with Acme Company, such a boycott of the Widget Company would be a secondary boycott. The intended effect of such a boycott would be to influence the actions of Acme Company by organizing against its major supplier. Generally a secondary boycott is considered an Unfair Labor Practice when it is organized by a labor union. Congress first acted to prohibit secondary boycotts in the Taft-Hartley Act. Congress limits the right of labor unions to conduct secondary boycotts because such activity is considered basically unfair and because it can have a devastating effect on intrastate and interstate commerce and the general state of the economy.

SECTION 13 (c) - Section 13(c) of the Urban Mass Transportation Act of 1964, now found at 49 U.S.C. Section 5333(b) of the Federal Public Transportation Act. This section protects: existing public/private sector collective bargaining rights (whether or not the state has a public sector collective bargaining law or bans public sector unions altogether); mandatory and/or traditional subjects of bargaining; jobs and benefits against adverse impacts from federal funds; and provides a resolution procedure for disputes over making collective bargaining agreements and the terms of the Section 13(c) Agreements

SENIORITY - A worker’s length of service with the employer. Seniority often determines layoff order, promotions, recall or transfers. Various forms of seniority may be negotiated, including: facility-wide seniority; bargaining unit seniority; and classification seniority.

SERVICE FEE - An assessment of non-members in a bargaining unit to help defray the union's costs in negotiating and administering the contract (see Agency Shop).
SERVICE MODEL OF UNIONISM - The concept that the primary function of a union, its staff, and its officers is to service the members or solve the members' problems for them. This is in contrast to the organizing Model of Unions. Also referred to as the “business model of unionism.”

SICK-OUTS – A form of industrial labor action in which workers report out sick simultaneously in a plant or workplace. Such actions are not protected activity under the NLRA and most state collective bargaining laws.

SIDE-BAR - A discussion that occurs away from the bargaining table usually between the chief negotiators from either side. Often side-bars are used to probe areas of settlement or to clarify questions or to share information. Side-bar talks are always off-the-record and cannot be used in any litigation. In some negative instances side-bars have been used to actually reach an agreement without the full negotiating committee involvement. The use of side-bars always cuts out the entire bargaining team and inevitably creates suspicion and division. It is a tactic that management prefers and unions should avoid and despite its wide usage, it is not a normal part of the negotiation process.

SIDE LETTER- An agreement outside the main body of the contract similar to an addendum, but usually as binding as any other clause in the contract itself unless explicitly stated otherwise.

SIT-DOWN STRIKE - In June, 1934, Rex Murray, president of the General Tire local in Akron, Ohio, discussed a pending strike with fellow unionists. If they hit the bricks, the police would beat them up. But if they sat down inside the plant and hugged the machines, the police wouldn't use violence. They might hurt the machines! So began the era of the sitdown strikes effectively used by unions like the Rubber Workers and Auto Workers to build the CIO. The sit-down period lasted only through 1937, but it provided labor history with one of its most colorful chapters.

SLOWDOWN - A form of protest where workers deliberately lessen the amount of work for a particular purpose.

SOCIAL UNIONISM - Unions which look beyond immediate objectives to try to reform social conditions and which also consider unionism as a means of appealing to needs of members which are not strictly economic. In addition to fighting for economic gains, social unions have education, health, welfare, artistic, recreation, and citizenship programs to attempt to satisfy needs of members' whole personalities. Labor - social unionists believe, has an obligation to better the general society.

SPEED UP - A process that employers use to increase workers’ output and productivity without increasing their wages.


STEP INCREASE - An automatic increase in pay when an employee advances up a wage scale step. The steps are negotiated by the parties in advance and are usually based on years of service.
STRIKE - A concerted act by a group of employees, withholding their labor for the purpose of effecting a change in wages, hours or working conditions.

SUCCESSOR EMPLOYER - An employer which has acquired an already existing operation and which continues those operations in approximately the same manner as the previous employer, including the use of the previous employer's employees.

SUCCESSORSHIP CLAUSE - A clause written into the contract designed to protect the union, the contract and working conditions of the workers in a facility in the event of sale or transfer of the facility to another entity.

SUPERVISOR - Individual who has the authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them adjust their grievances, or effectively to recommend such actions; the exercise of such authority must not be of a merely routine or clerical nature, but must require the use of independent judgment; supervisors are excluded from the NLRA. Involvement by supervisors in support of an organizing campaign can, in certain circumstances, invalidate an election.

SUPERSENIORITY - The automatic placement of union officers at the top of seniority lists for purposes of layoff and recall.

SURFACE BARGAINING - Often referred to as a perfunctory tactic whereby an employer meets with the union, but only goes through the motions of bargaining. Such conduct on the part of the employer is considered a violation of the employer's duty to bargain, Section 8(a)(5) of the NLRA.

SWEET-HEART CONTRACT - Term of derision for an agreement negotiated by an employer and a union with terms favorable to the employer. The usual purpose being to keep another union out or to promote the individual welfare of the union officers rather than that of the employees represented.

SYMPATHY STRIKE - A concerted work stoppage by employees of Employer A to express sympathy for striking employees of Employer B and to exert indirect pressure on Employer B.

TAFT-HARTLEY ACT or LABOR MANAGEMENT ACT (LMRA) of 1947 - An amendment of the NLRA which added provisions allowing unions to be prosecuted, enjoined, and sued for a variety of activities, including mass picketing and secondary boycotts. It was passed by the Republican controlled Congress over the veto of President Harry Truman.

TAYLORISM - Associated with the principles of "scientific management" advocated by Frederick W. Taylor at the beginning of the twentieth century. Taylor proposed time and motion studies of jobs to enable managers to set standards for more efficient production. Unions view Taylorism as the old speed up in modern dress.

TEAM CONCEPT PLANS - Methods of reorganizing work in ways which blur the traditional lines of distinction between union work and management work. These plans are usually initiated by management, and may be referred to by a variety of names, including Magnet status, Quality Circles, Quality of Worklife, and Re-engineering. If a union does not respond with an aggressive program of member education and mobilization, these plans generally weaken a union's ability to mobilize its members effectively and thereby undermine the union's bargaining power.
TEN DAY NOTICES - Unions that represent employees in health care facilities must file a written ten day notice with the employer and the FMCS before any informational picket or strike takes place at the facility. The requirement is a result of Congress amending the NLRA in 1974 by adding a new Section 8(g). “A labor organization before engaging in any strike, picketing, or other concerted refusal to work at any healthcare institution shall, not less than ten days prior to such action, notify the institution in writing . . . of that intention . . . . The notice shall state the date and time that such action will commence. The notice, once given may be extended by written agreement of both parties.” The term "healthcare institution" for purposes of this section of the Act is defined as "any hospital, convalescent hospital, health maintenance organization, health clinic, nursing home, extended care facility, or other institution devoted to the care of sick, infirm, or aged persons.”

TENTATIVE AGREEMENT ("TA") - Issues that are agreed to during bargaining on a labor contract and set aside as tentatively agreed subject to agreement on all outstanding issues of the contract. TAs are signed or initialed by both parties with two “originals” – one for each party. Tentative agreements have no force or effect until and unless all of the issues on the bargaining table have been resolved and are therefore not implemented until all issues have been settled and ratified.

TRIANGLE SHIRTWAIST FACTORY FIRE - On March 25, 1911, the Triangle Shirtwaist Company factory in New York City burned, killing 145 workers. It is remembered as one of the most infamous incidents in American industrial history, as the deaths were largely preventable—most of the victims died as a result of neglected safety features and locked doors within the factory building. The owners had locked the doors to the stairwells and exits — a then-common practice to prevent workers from taking unauthorized breaks and to reduce theft — many of the workers could not escape and jumped from the high windows. Nearly all the workers were teenaged girls who did not speak English, working 12 hours a day, every day. There were only four elevators with access to the factory floors, but only one was fully operational and the workers had to file down a long, narrow corridor in order to reach it. There were two stairways down to the street, but one was locked from the outside to prevent stealing and the other only opened inward. The fire escape was so narrow that it would have taken hours for all the workers to use it, even in the best of circumstances. The girls who did not make it to the stairwells or the elevator were trapped by the fire inside the factory and began to jump from the windows to escape it. The bodies of the jumpers fell on the fire hoses, making it difficult to begin fighting the fire. Also, the firefighters’ ladders reached only seven floors high and the fire was on the eighth floor. The tragedy brought widespread attention to the dangerous sweatshop conditions of factories, and led to the development of a series of laws and regulations that better protected the safety of workers. The factory was located, at 23–29 Washington Place in the Greenwich Village neighborhood of Manhattan, now known as the Brown Building and part of New York University.

TWENTY-FOUR HOUR RULE - Employers and Unions are prohibited from making election speeches on company time to massed assemblies of employees within 24 hours before the scheduled time for conducting an election [Peerless Plywood Co. 107 NLRB 427, 33 LRRM 1151 (1953)].

TWO-TIER SYSTEMS – Systems or schemes promoted by management which pay new employees on a new wage scale with less money. It has also expanded into multiple tiers as well as the second (or third) tier applying not only to the wages of recently hired workers, but to their pensions, health insurance and even vacation accrual. Fixed monthly pension payments, funded largely by employers, have given way to defined contribution plans, which are essentially interest earned on a retiree’s own savings, supplemented by employer contributions. Two-tier schemes, which began to spread in the 1980s, undermining union
solidarity by separating one generation from another. Older union members reluctantly acquiesced partly to preserve their own pay and benefits and partly to avoid layoffs. The lower tier (often referred to as “the unborn”) was supposed to be temporary, it was rationalized, and in those early days almost every contract included a sunset provision that brought workers’ pay up to the standard wage rate after a certain period. But of course that did not occur as these schemes exploded and have only helped to divide the workforce and union members as it pitted one against the other. Management always promotes such schemes as the only way to provide workers wage and benefit improvements using the selling point – that this does not impact any current worker. Often there is also an implied threat that this is the only way to save jobs and the company, etc.

**UNFAIR LABOR PRACTICE (“ULP”)** - An action by an employer or a union that violates the bargaining law. Violations include - interfering with organizing, discrimination against an individual for union activity and bad faith bargaining. Charges alleging an unfair labor practice are filed with the NLRB (private sector) or the state labor relations commission (public sector).

**UNFAIR LABOR PRACTICE STRIKE** - A strike caused, at least in part, by an employer’s unfair labor practice. During an unfair labor practice strike, management may only hire temporary replacements, who must be terminated at the end of a strike to allow the return to work of the strikers.

**UNILATERAL ACTION OR CHANGE** - An action taken by an employer impacting, changing or modifying a mandatory subject of bargaining without bargaining with the union.

**UNION DENSITY** - The percentage of the labor force in an industry or geographic area or of total employment belonging to unions.

**UNPROTECTED ACTIVITY** - Any conduct for which employees may be discharged or disciplined by an employer which is not protected by the NLRA. For example, a "sit-down" strike is not protected because it consists of taking over the employer's property and preventing it from running the business; a partial strike is the refusal to do some but not all assigned work, such as the refusal to work overtime. An employee must either perform the work assigned (and file a grievance, if available) or strike. Performance of only some of the work assigned is a partial strike and is unprotected. Organized sick-outs by workers is also an example of unprotected activity.

**UNION BUSTER** - A professional consultant or consulting firm which provides tactics and strategies for employers trying to prevent unionization or to decertify unions.

**UNION LABEL (or UNION BUG)** - A stamp or tag on a product or card in a store or shop to show that the work is performed by union labor. The "bug" is the printer's symbol.

**UNION SECURITY CLAUSE** - A provision in a contract designed to protect the institutional life of the union, such as union shop and union dues check-off clauses.

**UNION SHOP** - A form of union security provided in the collective bargaining agreement which requires employees to belong to or pay dues to the union as a condition of retaining employment. It is illegal to have a closed shop which requires workers to be union members before they are hired. The union shop is legal, except in so-called “right to work” states.
VESTING - The amount of time that an employee must work to guarantee that his or her accrued pension benefits will not be forfeited even if employment is terminated.

VOLUNTARY SUBJECT OF BARGAINING (or Permissive Subject of Bargaining) Subjects of bargaining other than those considered to be mandatory (see mandatory subject of bargaining). Either party may propose discussion of such a subject, and the other party may voluntarily bargain on it. Neither party may insist to the point of impasse on the inclusion of a voluntary subject in a contract. For example, the employer may not legally insist on bargaining over the method of selecting stewards or the method of taking a strike vote.

WAGE SCALE - A schedule of wages paid for different jobs usually according to grade level. Wage scales often include “step” raise increases that are earned on an employee’s anniversary date.

WEINGARTEN RIGHTS - Named after a 1975 U.S. Supreme Court decision which ruled that an employee has the right to a union representative in any investigatory interview the employer might hold that is intended to investigate a possible discipline charge against the employee. Such interviews where Weingarten rights may be invoked by the worker must involve the employer questioning the employee to obtain information that could be used against the employee for discipline or discharge.

WILDCAT STRIKE - A spontaneously organized strike triggered by an incident on the job, usually unauthorized by the union leadership and of short duration.

WOBBLIES - A nickname for members of the Industrial Workers of the World. The origin of the word is unknown.

WORK-TO-RULE - A tactic in which workers agree to strictly follow all work rules, even those which are usually not followed. The result is that less work is performed or that the employer is forced to deal with more paperwork, putting pressure on the employer to settle workers’ complaints. Some, but not all, work-to-rule campaigns are considered slowdowns, and may violate no-strike clauses in particular contracts or public sector laws.

YELLOW DOG CONTRACTS - Agreements signed by workers as a condition of employment in which they promise not to join or remain in a union. The National Labor Relations Act, the Norris-LaGuardia Act and the Railway Labor Act all prohibit them.

ZIPPER CLAUSE - A clause in the labor contract that states that the agreement is a full and complete understanding of the parties to the negotiation of all of the issues contained in the contract and that anything not contained therein is not agreed to unless put in writing and signed by both parties. The term “zipper clause” is a nick-name or informal term most often referred to in a contract as: Complete Agreement; Total Agreement; or Scope of Negotiations.

ZOPA - An acronym which means a negotiation’s Zone of Possible Agreement. It is the range or area in which an agreement is satisfactory to both parties involved in the negotiation process. Often also referred to as the “Contracting Zone”. Negotiation ZOPA or the Contracting Zone is the range between each parties Walk Away or Real Base or Bottom Lines, and is the overlap area that each party is willing to pay or find acceptable in a negotiation.

Compiled by Joseph A. Twarog - September 2016