How does the stability of a labor contract fare during the uncertainty caused by the pandemic?

This summer, the National Labor Relations Board’s (NLRB) Division of Advice issued nine memos analyzing COVID-related disputes between an employer and the union representing its employees.

In each case, the union had filed an unfair labor practice (ULP) charge with the NLRB, alleging the employer had bargained in bad faith in violation of §8(a)(5) of the National Labor Relations Act (NLRA).

In each case, Advice rejected the union’s claim.

Mike Soltis’ latest On the Labor Front installment, "COVID summer bargaining advice," looks at some of the COVID-related bad faith bargaining allegations made and Advice’s rationale for rejecting them:

- Unilateral changes justified by contract coverage defense
- Unilateral changes justified by exigent circumstances
- Midterm bargaining precluded by the zipper clause
- Requests for information rejected

For more details, click on "On the Labor Front—COVID summer bargaining advice."