

# Understanding the Law: Why NLRB Rules Prohibit Changes to Wages, Benefits and other Terms and Conditions of Employment after a Petition for Election is Filed



Union organizers and their supporters are saying that, *“Essentia can do whatever they want and could adjust APP compensation if they wanted to...they are just using the MNA’s petition as an excuse.”* Is this true?



**No, this is not true.** NLRB rules prohibit employers from making any changes to wages or benefits that were not fully planned before a petition for election was filed.



## Essentia Health is following the law.

Section 8(a)(1) of the National Labor Relations Act (NLRA) prohibits employers from making changes to compensation and other terms and conditions of employment in response to a union petition.

### The Law Defines Prohibited Employer Behavior

Employees have the right to unionize. It is unlawful for an employer to interfere with, restrain, or coerce employees in the exercise of their right to unionize.

Section 8(a)(1) of the NLRA prohibits employers from making changes to compensation and other terms and conditions of employment in response to a union petition. For example, after a petition for election has been filed employers may not:

- Promise employees benefits.
- Imply a promise of benefits to employees.
- Offer new benefits to employees to induce employees to vote against the union.

On the reverse side of this flyer you can read cases in which employers were found to have violated Section 8(a)(1).

For more information or to ask a question, please use this QR code to visit [www.essentiaapp.org](http://www.essentiaapp.org).



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In the following cases, employers have been found guilty of violating section 8 (a)(1) of the NLRA:

- **Mercy Southwest Hospital, 338 NLRB 545, 545 (2002):** In this case the NLRB held that the Hospital's announcement of wage increases for its nurses violated Section 8(a) (1) and constituted objectionable conduct that warranted setting aside a union election.
- **Yale New Haven Hospital, 309 NLRB 363, 366 (1992):** In this case the NLRB held that the Hospital violated Section 8(a)(1) and (3) of the Act by providing hospital security officers with new radios and uniforms, in response to a workplace survey.
- **NLRB v. Exchange Parts, 375 U.S. 405 (1964):** In this case the court held that the employer violated Section 8(a)(1) by creating a new "birthday holiday" benefit and "overtime vacation benefits" before a union election.
- **McAllister Towing & Transp. Co., 341 NLRB 394, 399 (2004):** In this case the NLRB held that the employer "violated Section 8(a)(1) by accelerating the timing of the mid-year wage increase from July to June."
- **Mariposa Press, 273 NLRB 528, 544 (1984):** In this case, the NLRB held that wage increases to certain employees violated Section 8(a)(1) of the Act and noted that, "absent an affirmative showing by the employer of some legitimate business reason for such timing, the Board will draw an inference of improper motivation and interference with employee rights under the Act."



The MNA and its supporters want you to believe that Essentia is *stonewalling to avoid making changes to pay practices and other terms and conditions of employment*, but this is simply not true. Essentia is prevented from making these types of changes due to the NLRB rules governing union elections.

If you have any other questions regarding the union's petition to represent APPs, the law or any anything else please bring them to the attention of your leader or HR Business Partner.

