



board limits employer-friendly unilateral change rule's application following expiration of cba

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Spoiler Alert – unless you regularly deal with collective bargaining agreements you may find this a tad wonky.

As we have seen over the time of the current administration, the National Labor Relations Board ("Board") has applied a more business-friendly approach when deciding cases arising under the National Labor Relations Act ("NLRA"). While many of those cases have re-examined prior Board precedents set during the Obama administration, the current Board's willingness to reverse course is not without limit, as we recently saw in *Nexstar Broadcasting, Inc. d/b/a KOIN-TV*, 369 NLRB No. 61. In *Nexstar*, the employer asked the Board to extend the reach of the "contract coverage" rule adopted by the Board in late 2019 in *M.V. Transportation, Inc.*, 368 NLRB No. 66. That rule set forth a new standard for determining when an employer's action taken in reliance on contractual provisions under a collective bargaining agreement ("CBA") constitutes a "unilateral change" in violation of the NLRA. Under the new standard, which we discussed in a prior client alert, the Board held that if an employer makes a change to working conditions without bargaining with the union, the Board will first look to whether the plain language of the CBA grants the employer the right to make the change. If the CBA permits the action, there is no violation of the NLRA. If the CBA does not, further analysis is needed. [Full Alert Available Here].

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