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1. [N.C. Gen. Stat. § 95-79](#)

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[N.C. Gen. Stat. § 95-79](#)

Current through Session Laws 2018-145 of the 2018 Regular Session and the 1st, 2nd, and 3rd Extraordinary Sessions of the General Assembly, but not including Session Laws 2018-146 or corrections and changes made to Session Laws 2018-132 through 2018-145 by the Revisor of Statutes, and through Session Laws 2019-3 of the 2019 Regular Session of the General Assembly, but not including corrections and changes made to the 2019 legislation by the Revisor of Statutes.

NC - General Statutes of North Carolina Annotated > CHAPTER 95. DEPARTMENT OF LABOR AND LABOR REGULATIONS > ARTICLE 10. DECLARATION OF POLICY AS TO LABOR ORGANIZATIONS

§ 95-79. Certain agreements declared illegal

(a) Any agreement or combination between any employer and any labor union or labor organization whereby persons not members of such union or organization shall be denied the right to work for said employer, or whereby such membership is made a condition of employment or continuation of employment by such employer, or whereby any such union or organization acquires an employment monopoly in any enterprise, is hereby declared to be against the public policy and an illegal combination or conspiracy in restraint of trade or commerce in the State of North Carolina.

(b) Any provision that directly or indirectly conditions the purchase of agricultural products, the terms of an agreement for the purchase of agricultural products, or the terms of an agreement not to sue or settle litigation upon an agricultural producer's status as a union or nonunion employer or entry into or refusal to enter into an agreement with a labor union or labor organization is invalid and unenforceable as against public policy in restraint of trade or commerce in the State of North Carolina. Further, notwithstanding [G.S. 95-25.8](#), an agreement requiring an agricultural producer to transfer funds to a labor union or labor organization for the purpose of paying an employee's membership fee or dues is invalid and unenforceable against public policy in restraint of trade or commerce in the State of North Carolina. For purposes of this subsection, the term "agricultural producer" means any producer engaged in any service or activity included within the provisions of section 3(f) of the Fair Labor Standards Act of 1938, [29 U.S.C. § 203](#), or [section 3121\(g\) of the Internal Revenue Code of 1986](#), [26 U.S.C. § 3121](#).

History

1947, c. 328, s. 2; [2013-413, s. 15](#); [2014-115, s. 17](#); [2017-108, s. 20.5\(a\)](#).

Annotations

Notes

EDITOR'S NOTE. --

Session Laws [2017-108, s. 20.5\(b\)](#), made the amendment to subsection (b) by Session Laws [2017-108, s. 20.5\(a\)](#), effective July 12, 2017, and applicable to agreements and settlements entered into, renewed, or extended on or after that date.

Session Laws [2017-108, s. 21](#), is a severability clause.

EFFECT OF AMENDMENTS. --

Session Laws [2013-413, s. 15](#), designated the formerly undesignated provisions of this section as present subsection (a); and added subsection (b). For effective date, see Editor's note.

Session Laws [2017-108, s. 20.5\(a\)](#), in subsection (b), inserted "or the terms of an agreement not to sue or settle litigation" in the first sentence and added the second sentence; and made stylistic changes. For effective date and applicability, see editor's note.

Case Notes

PICKETING FOR THE PURPOSE OF FORCING AN EMPLOYER TO EMPLOY ONLY UNION LABOR is for an unlawful purpose by virtue of this section. [Douglas Aircraft Co. v. Local 379, Int'l Bhd. of Elec. Workers, 247 N.C. 620, 101 S.E.2d 800 \(1958\)](#).

FEDERAL PREEMPTION. --Where orderly and peaceful picketing is for the unlawful purpose of forcing an employer to breach the Right-to-Work Law embraced in this section by employing only union labor, and also constitutes an unfair labor practice within the purview of the Federal Labor Management Relations Act, the North Carolina courts have no authority to issue a restraining order enjoining such picketing, since under the federal decisions the federal law exclusively preempts the field and removes the matter from the jurisdiction of the State courts. [Douglas Aircraft Co. v. Local 379, Int'l Bhd. of Elec. Workers, 247 N.C. 620, 101 S.E.2d 800 \(1958\)](#).

VOID AGREEMENT. --An agreement between an employer and its employees which makes union membership a prerequisite of employment is void in this jurisdiction. [In re Port Publishing Co., 231 N.C. 395, 57 S.E.2d 366, 14 A.L.R.2d 842 \(1950\)](#).

VALID SEVERABLE PROVISIONS. --While [G.S. 95-79](#) through 95-84 preclude "closed shop" agreements, these sections do not preclude provisions relating to working conditions, hours, rates of pay, training of journeymen, overtime, vacation and severance pay, and such provisions are severable and may be sustained irrespective of the invalidity of a "closed shop" provision in the contract. [In re Port Publishing Co., 231 N.C. 395, 57 S.E.2d 366, 14 A.L.R.2d 842 \(1950\)](#).

[APPLIED in Poole & Kent Corp. v. C.E. Thurston & Sons, 286 N.C. 121, 209 S.E.2d 450 \(1974\)](#).

General Statutes of North Carolina

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