

Considerations for Labor Negotiations

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DISCLAIMER: The information herein is not meant to be a comprehensive overview on this topic but only an overview based on my opinion and experience.

1.) Pre-negotiation considerations

- * Updated job descriptions
- * Updated policy/procedure handbooks
- * Current legal climate/statutes/considerations
- * Review current CBA
- * Determine if contract has contradictions, ambiguities or absence of information

2.) Practical Concerns in Negotiating a Contract

1. Closely review the non-economic terms of the labor agreement. A review of judicial and administrative rulings will help determine if there is a need to negotiate for changes in the contract language. Contractual provisions may have been modified or even nullified by the courts or the National Labor Relations Board (NLRB)

2. Obtain the input of operating managers and line supervisors as to how they administer the labor agreement. Inquire about contractual provisions that hinder efficient operations. Often the best insights on the company's bargaining position can come from the front lines.

3. Schedule important deadlines. There may be adverse consequences for an action on a number of important matters. For example, if the company is party to an agreement that was negotiated by a multi-employer bargaining group (i.e., association), the company must determine before the beginning of negotiations whether to negotiate as part of the group or as an individual employer.

4. Assess the level of support for the union among the work force by speaking with the line supervisors. Knowing whether employees will support a union and its proposals at the bargaining table will help assess when an employer needs to propose to reach a contract.

5. Construct a financial model that computes the specific cost components. This step is essential so negotiators can accurately report the cost associated with the companies and union's proposals. This action is vital in determining the priority of any bargaining goals and objectives.

6. Anticipate bargaining issues regarding fringe benefits and alternatives. Plan should be reviewed as to coverage, usage and anticipated cost increases. Investigate the financial status of any Taft-Hartley plans to which contributions are made, as well as the amount of vested unfunded liabilities. Review the rights and obligations of the company as well as plan trustees in constructing the company's position in the upcoming negotiations.

7. Know your adversary. Use contracts in the "labor arena" to learn about the union and its officers. Is the local union supported by the International union? Are the current officers up for re-election in the near term? Is there strife among the officers, more than one of which may be sitting at the

bargaining table? This information may help identify any intra-union pressures weighing on a union negotiator that may facilitate or hinder attempts to reach a deal.

8. Determine if the union is negotiating other contracts in the industry at the same time because the results of those negotiations could affect the company's negotiations.

9. Assess the bargaining strengths and weaknesses of the Union and the Company.

10. Engage in the contingency planning. In the event differences cannot be resolved contingency planning is a vital adjunct to the issues that must be considered before bargaining begins. Contingency planning includes all aspects of ensuring that the operations continue in the event of work stoppage.

Robin Binder Heath is an experienced attorney in Huntingdon, Pa., with extensive background in labor negotiations, employment law and litigation. Find out more at www.RHeathLaw.com