During collective bargaining, management is obligated to furnish certain data to the union upon request. Remember that the union must request specific information. General requests or “fishing trip” inquiries may not require a response. Also, once information is provided the union, if the union does not complain that the information is inadequate, the union has no grounds to later complain.

In general, the union is entitled to any specific data which:

(a) is necessary to prepare, for contract negotiations;
(b) is necessary to administer an existing agreement;
(c) is necessary to evaluate grievances.

Failure to provide such information can result in a refusal to bargain charge. It is further important to realize that the union is also obligated upon request to furnish specific data to management. For example, the union is obligated to provide any and all wage surveys conducted by the union in the locality.

A union is entitled to records reflecting wage data, including job studies and evaluations. Other data the union is entitled to receive includes information concerning benefits, eligibility and costs of group insurance and pension plans provided the employees. If management refuses to pay higher wages based upon the employer’s past poor earning record, the union is entitled to seek profit and loss statements for the pertinent period. Therefore, an employer or an association negotiating for employers should not reject the union’s wage proposal on the grounds of poor profits. Instead the management committee should simply reject such proposals on the business judgment of management. Due to the confidential nature of financial records, before furnishing such financial data to the union, it is suggested that legal authorities should be consulted to review the specific facts and the specific requests made by the union.

The management bargaining committee should anticipate the records and data likely to be requested by the union. This anticipation is necessary if management is to avoid possible inconsistencies in its discussions. For example, management would not want to reject the union’s request for pay increases based upon inability to pay if the profit and loss statement shows substantial increases in profits. A more prudent tactic would be to reject the wage increase based upon other salaries in the area or inadequate productivity of the employees or just on the “business judgment” of management. In short, anticipate union data requests and make management’s arguments consistent with data which may be requested.