TACTICS: Reaching the Goal

The ultimate management objectives at the bargaining table should be formulated well before the sixty day notice to modify or terminate the agreement and should be kept in constant focus in preparing to bargain as well as during bargaining.

In addition, the members of the employer bargaining committee should map out a strategy calculated to obtain their ultimate goals. The committee should formulate a strategy to attempt to restrict the union’s demands during negotiating and should also formulate an offensive strategy to attempt to obtain benefits for the employers, such as better contract language, less restrictive work practices or other changes in the agreement. This will enable the construction employers to manage their labor forces more efficiently and meet existing competition.

Unions learned a long time ago to ask for a number of items which they do not expect to get so that they can recede from items that they are not serious about in trade for items that they actually wish to obtain in the bargaining agreement. Employers should learn the same lesson and make demands on the unions not only for those changes that management is serious about, but also for other changes to which the employers do not realistically believe the union will agree which can be valuable as trade-off items. These issues can be used effectively in bargaining to offset union demands.

In recent years, there have been a number of employers in the construction industry who have taken the offense and very successfully emerged with contract language and economic items that were more beneficial than contained in the previous contract.

Management Strategies Should Be Well Developed Prior to Any Negotiating With Union Representatives

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These employers basically regained the right to manage the work force, eliminated all restrictive work practices, increased production and obtained tight no strike clauses, in addition to holding wage increases to a very realistic level.

Employers who have previously bargained away to the unions much of their rights to manage their business now have a favorable climate to attempt to regain the rights that have been lost over the years. If management doesn’t ask for these basic management rights, they certainly won’t retrieve them from the unions.

You can count on the unions having prepared well its bargaining approach and tactics and, obviously, management should also methodically formulate its goals and tactics well before the first bargaining session.

In addition, after each meeting, management should review the meeting just completed and plan the bargaining strategy for the next session as well as reaffirm and alter, if necessary, the long range strategy. The strategy and objectives should be rated in order of their importance.

Decisions must be made as to those which cannot be compromised. Alternatives should be set up because of the likelihood of unexpected developments occuring at the bargaining table which will require changes in strategy and tactics. It is a good idea to sit down with a full committee for a review and planning discussion immediately before meeting with the union in addition to separate planning sessions between each bargaining session.

Be sure to appoint one member of the committee to take complete and extensive notes, and this member should prepare a complete memorandum of each bargaining session and distribute them to each member of the committee. Signing minutes by both union and management should also be considered.

Notes and minutes should not be taken of the planning session. Also, the employer committee should keep a word by word record or history of all contract clauses involved-their wording, how they originated, how they have been interpreted, used, arbitrated and how changes occurred in the contract language during negotiations. And obviously, the exact language as agreed upon should be reduced to writing immediately while it is fresh in the minds of all parties.

A sober determination should be made of the economic and noneconomic gains management is willing to give the union in order to avoid a strike. Such a determination should be tempered by the likelihood of a union strike.

Needless to say, such analysis should be confidential and should only be discussed with management negotiators.