The Union spokesman will very probably be a skilled negotiator. Depending upon the nature of the union, the union bargaining committee may consist of local union representatives or national representatives. Employees may serve on the union committee.

The demeanor of the union representatives will vary. Some are threatening, noisy and hard-nosed. Others may be too gentlemanly to believe.

No matter the outward expressions or language used, all union representatives have basically the same goal. That goal is to negotiate an agreement that allows the union maximum advantage over the employers and obtain for employees maximum wages, benefits, and conditions of employment.

Generally, the union will present a "standard agreement." The Union will contend that the proposed agreement is the culmination of many hours of work, and that it clearly is equitable to all parties. They will contend that they cannot delete or modify any aspect of the agreement and that other Employers have already signed the agreement and that uniformity of their agreements is a necessity.

Finally, they will urge that the national union has approved the "standard agreement" and as the national will allow no changes, the local union cannot make changes. In short, the union will say that they have no authority to negotiate, which, of course, is not true.

They’ll Hold Onto the Line

In spite of the absurdity of the union’s "standard agreement" stance, the union will very likely hold to its bottom line position for as long as possible. Management should counter such union arguments by requesting factual data and information, and management should urge the union to dispense with the mere battle of words.

If, in fact, the union is there to negotiate, they will retreat from their bottom line stance.

If the union adheres to an inflexible position in the "standard contract" and refuses to consider management counter offers, the union is not bargaining in good faith and management should consider filing unfair labor practice charges with the National Labor Relations Board.

Finally, the management negotiators should anticipate the possibility of threats on the part of the union to strike, picket or to file unfair labor charges for various reasons. Generally, the union does not want to strike because the employees and union lose money. However, a negotiator must realize
when the threats to strike are real.

If the threat is not real but merely an attempt to soften management, the threat should be ignored. When an actual strike appears possible, management must reevaluate its position. This reconsideration is basically a business judgment concerning whether economic losses likely resulting from a strike outweigh the potential injury done by yielding to the union demands.

Should the union threaten to file unfair labor charges unless union demands are met, the negotiators should point out that the purpose of bargaining is to reach an agreement, and the use of the gun behind the door tactics inherent in making threats can only taint the would-be good faith atmosphere for bargaining.

**Bluster Should Be Countered**

Furthermore, as union officials may well consider filing unfair labor charges during the crucial phase of bargaining, management should be extremely cautious in its activities regarding labor relations. No matter what the union demands or threatens, the union cannot force an agreement under the law. But the union can resort to strikes and picketing.

Some national specialty construction associations have established national joint management and labor councils which serve as arbitrators of bargaining issues that are not settled at the local bargaining level.

Under this approach the local employer trade association and the local union have a clause in their collective bargaining agreement which prohibit strikes or other economic sanctions by the union or employers and in return the dispute is submitted to the national arbitration panel of their national association and national union.

These agreements which are notably present in the electrical, mechanical and sheet metal industries are growing in other specialty trades because they provide machinery for the solving of bargaining issues without resort to strikes.

When an employer bargaining committee is faced with such a national arbitration clause, it of course, must weigh its last offers against what might be imposed at the national level by the joint management labor arbitration panel and it is therefore extremely vital that the local negotiators compile economic data of recent economic wage settlements and other industry trends on contract clauses.