



## Collective Bargaining: How to Negotiate Strong Teamster Contracts



Training and Development Department  
International Brotherhood of Teamsters

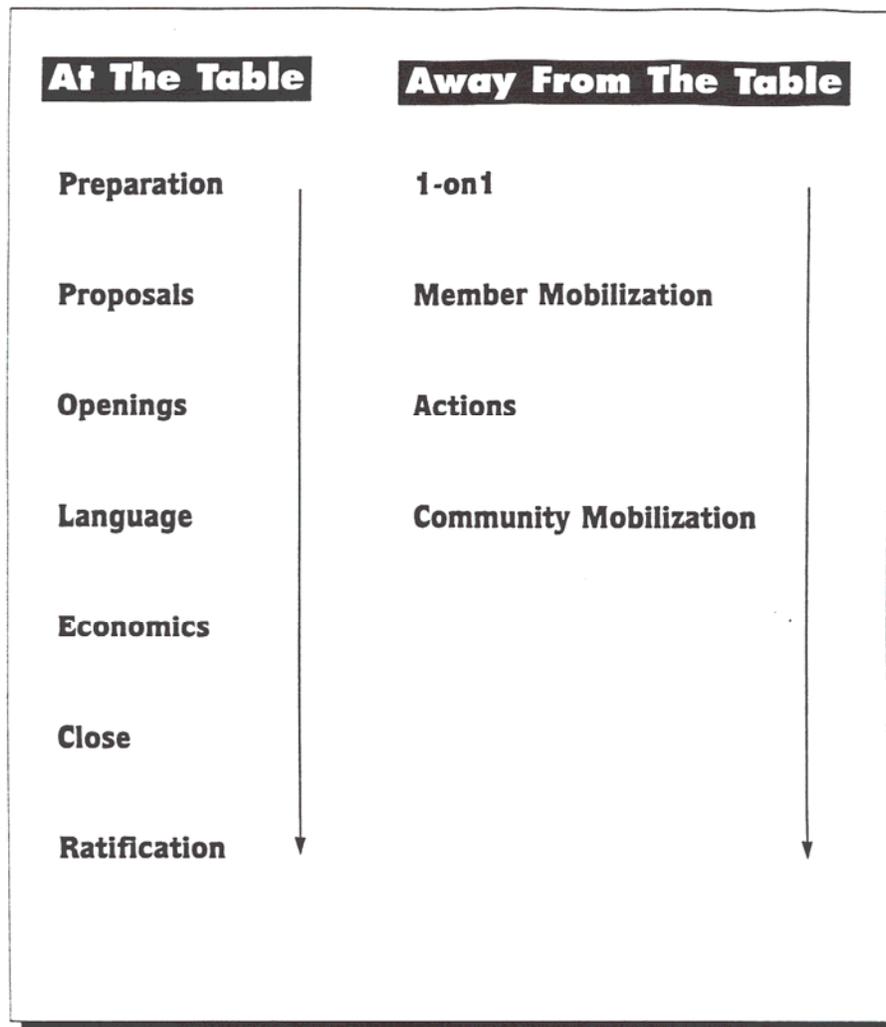
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# Introduction

There are many tactics and strategies Teamsters use to win strong contracts for their members, but what works for one may not work for another. However, there are some tried and true approaches to bargaining that, when followed, give union negotiators and Teamster members a strong advantage at the bargaining table.

As the table below shows, there are aspects to bargaining that include what happens at the table as well as what happens away from the table.



This manual will help to guide you through the steps of preparing for bargaining, meeting with the employer at the table, and holding a contract ratification meeting. Additionally, it will explain how to leverage the power of your members and the community to put pressure on the employer to agree to a fair and just contract for its workers.

# Building Teamster Strength

## When your local negotiates contracts, do you face these obstacles?

- Employers that want to weaken or get rid of a union - and are not afraid of strikes
- Courts and labor boards who tend to side with employers
- News media with little sympathy for workers' needs
- Workers who are easily intimidated by management
- Workers who never get involved in the union
- Workers who have no knowledge of the process of collective bargaining

Did you answer *yes*? You are not alone. Despite these obstacles, Teamster local unions, regardless of their size or who they represent, have successfully dealt with such scenarios by developing strategic plans that strengthen the union and pressure the employer. Successful Teamster negotiators know that winning a good contract takes more than being smart, it also takes the **POWER** of an involved and active membership and the **LEADERSHIP** to use this leverage effectively.

## Negotiating a good contract requires using the leverage of a strong and supportive membership.

- Management's response at the table will be based on whether it believes that the union speaks on behalf of an informed membership that is willing to leverage its power, if necessary.
- Educating the members on the collective bargaining process and their role in attaining a good contract is essential to success.
- Public officials may be able to affect the outcome of negotiations and usually decide their positions based on whether they will gain or lose political support from union members and their families.
- Rank-and-file members can join with union officials to educate the community, members of other unions, the news media, and other organizations about how the employer is dealing with its employees in an unfair and inequitable manner.
- Members often have access to information about the employer's plans that cannot be obtained in any other way.
- Putting pressure on the employer and resisting employer tactics may require sacrifices and risk-taking by the members. Teamster members will take the necessary steps only if they have felt involved in developing the campaign's goals and strategies, and have developed a strong feeling of unity and pride in their union.

The involvement of Teamster members keeps them from seeing "the union" as something separate from them. They learn how the union works, how union members achieve gains, and why compromise is necessary. Instead of sitting back and waiting for service from the union, workers begin to realize that they share the responsibility for both the union's victories – and its defeats. **Being right is not enough - you also need power.**

Union proposals usually cost the employer money or reduce their flexibility and control over the work force – this means that the employer will resist unless you create meaningful pressure to reach agreement.

When most people think of union pressure, they think of strikes - and strikes are one form of pressure that may become necessary in some contract campaigns. However, there are many other strategies that can be used to put pressure on the employer. For example:

- Worksite activities, such as surveys, petition and/or button campaigns, and demonstrations can show management that workers will not be satisfied and productive without a fair settlement.
- Job actions, such as refusing to do more than the bare minimum required by the contract or engaging in short work stoppages or on-again, off-again "rolling strikes," can demonstrate workers' willingness to take stronger action if necessary.
- Outside pressure can involve jeopardizing relationships between the employer and lenders, investors, stockholders, customers, clients, patients, politicians, or others on whom the employer depends for funds.
- Legal and regulatory pressure can threaten the employer with costly action by government agencies or the courts.
- Community action and use of the news media can damage an employer's public image and ties with community leaders and organizations.

**When planning ways to leverage member power, consider the following:**

- Assume that pressure tactics will be necessary and start planning for them well in advance of the start of negotiations. It may be tempting to wait to see if you can reach an acceptable settlement without going to all the trouble of developing possible pressure tactics. Unfortunately, by then, time will be on management's side because most strategies and tactics will take considerable time to organize effectively.
- When management sees that you are preparing to apply pressure, it becomes less likely that you will have to use those tactics, while failure to prepare invites management to test the union's strength.
- Your choice of strategies and tactics must be determined by a clear analysis of the employer's strength and weaknesses as well as the union's strength and weaknesses. It is easy to confuse activity for activity's sake with a genuine strategy. For each activity, you

should be able to clearly explain how it is expected to lead to increased pressure on the employer.

- Learn from the union's experience with strategies and pressure tactics used against this employer in the past.
- Hold a discussion that includes both those who helped devise those tactics and those who may feel freer to be more critical. Make the discussion as specific as possible. For example, if someone says, "Well, we tried that but it didn't work" or "We couldn't do that because the membership wouldn't support us," discuss why that was so.
- No tactic is always successful or always unsuccessful; it depends on the particular employer and situation. Depending on the situation, for example, a strike may be the only way to win a good contract or a sure way to destroy the union. To some employers, media coverage is very important; to others, it makes little difference.
- Workers often give strongest support to actions they developed. Officers can make useful suggestions, but if workers themselves are not fully committed to a proposed action, it will fail.
- The threat of action often has more psychological effect on management officials than the action itself because they don't know exactly what the impact will be.
- It often takes a combination of tactics to win; it is rare that you can find the single, perfect tactic that will bring about a collective bargaining agreement. More often, you have to leverage the power of your members to put pressure on the employer so that the total cost of your campaign to the employer begins to outweigh the benefits of rejecting your proposals.
- Members need to experience successful mass activities; therefore, it is important to plan non-threatening activities throughout the bargaining process to get the membership accustomed to working together. Form committees to study certain aspects of the job or to develop a projection of possible activities.

Use the least amount of power necessary to attain success. The next section deals with escalation of actions.

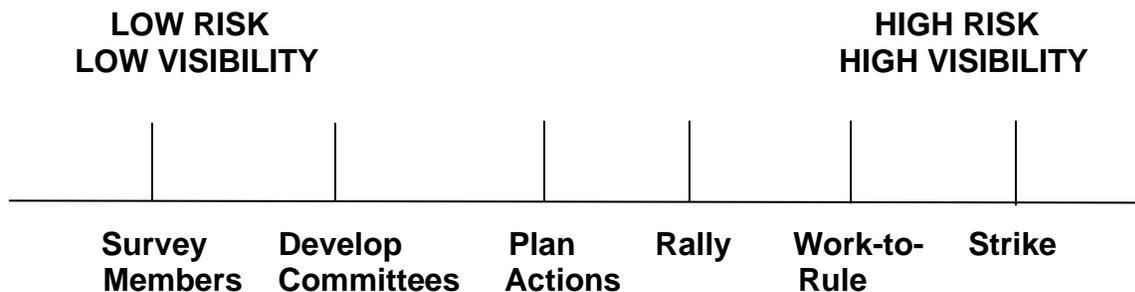
# Escalating the Pressure

How to get workers active in pressuring the employer? And how do you use leverage to apply pressure in a way that will make management more willing to negotiate?

**The key is to "escalate"- implement tactics one step at a time.**

In the area of on-the-job actions, for example, you can start with something mild like days when all workers wear the same color clothing, tie a ribbon to a truck antenna, or maintain a one-minute moment of solidarity. Then escalate to a work-to-rule campaign where everyone does only the bare minimum required by the existing contract, and finally to some form of work stoppage if needed.

The diagram below is an example of going from **LOW RISK, LOW VISIBILITY ACTIONS TO HIGH RISK, HIGH VISIBILITY ACTIONS**. Setting off a nuclear bomb at the beginning of bargaining is not the place to start.



**Step-by-step escalation has a number of benefits:**

1. It builds members' confidence and commitment. At the beginning of the campaign, many members may not believe that they have the power to take on management or that other workers or community allies will stand by them if they do.

By escalating tactics, you don't ask them to make a leap of faith all at once. Instead, you start with an activity that is relatively easy to organize and has little risk-but that shows workers that organized action is possible.

Once workers have taken part in one collective bargaining campaign activity, many will begin to see the campaign and the union as their own. If management responds to a petition, rally or "Button Day" by refusing to negotiate reasonably, workers will begin to see this as an insult rather than a response to "the union." Filled with increased confidence and emotional commitment, they will be ready to try the next step.

2. It keeps the blame for increased confrontation on management where it belongs. Members, the news media, and allies in the community can see that each new tactic was adopted only when management failed to respond to milder demonstrations of workers' determination.
3. It gives management incentive to settle. Planning your actions to match management's behavior will put the members in a "proactive" position rather than a "reactive" position. And, if management officials feel that you provoke confrontation no matter what, they may have no reason to negotiate seriously.
4. If, on the other hand, you successfully carry out a series of increasingly stronger actions thereby creating more leverage for the union's collective bargaining team, management knows it can avoid further pressure by offering to compromise.

# Evaluating Possible Tactics

## What purpose does this tactic serve?

*It will cost the employer money. Can you threaten to or actually...*

- Reduce productivity?
- Increase costs?
- Affect a private company's relationship with sources of income, such as customers, clients, investors, or lenders?
- Affect a public employer's relationship with legislators or top government executives such as the governor or mayor?
- Create bad publicity, which would, in turn, affect any of the above relationships?
- Cause the courts or regulatory agencies to enforce laws or regulations the employer has failed to obey?
- Directly affect the careers or other interests of individual management officials?

*It will build solidarity among workers or between your members and potential allies. Will the tactic...*

- Make the contract negotiations more visible?
- Increase solidarity and commitment among the members?
- Increase workers' sense of their own power?
- Show workers that they have the support of allies, and draw those allies into making a stronger commitment to the campaign?

*It will make life difficult for management. Will the tactic...*

- Distract management officials from other work they need to do?
- Embarrass them in front of their superiors, associates, families, neighbors, or friends in the immediate community?

Be clear about the purpose(s) of an activity so members will have appropriate expectations. For example, it might be appropriate to hold a rally to increase membership solidarity, knowing that it wouldn't have much effect on that particular employer. But if you give members the impression that this rally is really going to shake up management and they find that it doesn't, they may become demoralized.

### **Will the tactic be fun for members to carry out?**

Of course, most tactics involve hard work, but if a lighter side is built in, members will look forward to each new activity.

### **Will the tactic surprise management?**

A tactic which catches management off guard has an effect both because of the action itself and because of the surprise factor.

### **Does it target people in management who control the decisions?**

Particularly in the public sector, different officials in management - from politicians like governors or mayors to career labor relations negotiators - may have different long-term interests and career concerns. You have to figure out who really holds the power and tailor your tactics to affect them.

### **How long will it take before the pressure would be felt?**

Compare the lead-time you have to the time a tactic would take to become effective.

For example, a strategy to discourage customers from dealing with your employer might only be taken seriously by management officials if they knew you had enough time to organize community support.

### **Will the tactic teach members new skills and build the union?**

Teamster leaders must look at not just one campaign but at workers' long-term goals as well.

If potential tactics will involve members in doing research, taking collective action at work, reaching out to other allies in the labor movement and the community, pressuring politicians, and similar activities, then the union will be stronger and better prepared for the next contact campaign and other battles.

A tactic which depends primarily on a handful of lawyers, lobbyists, communications consultants, or other professionals, may help pressure the employer in the short run but may not build membership solidarity and skills for the long term.

## **What will the tactic cost in terms of money, staff time, and volunteer efforts?**

Do you have the necessary resources? If not, are there other unions or community groups that could contribute?

## **Could the tactic backfire?**

For example, could it turn a potential long-term ally in the community against you? Or could it be used by management to pit one group of workers against another?

If so, that may not be a reason to drop the tactic but rather to be careful in the way you set up your campaign to use it.

For instance, let's say you are considering a work-to-rule campaign, which would include refusing voluntary overtime, but you have in the unit some workers who depend on the extra income. If you don't prepare carefully, you may find the work force split, with some refusing overtime, some not, and workers fighting each other instead of uniting to win a good contract from the employer. In this case, you would first have to get members together to discuss the possible tactic, why it is necessary and worthwhile, and how to minimize the financial impact on workers.

## **Would the tactic expose workers to job loss or other discipline or the union to legal liability?**

If so, that possibility should be thoroughly discussed by workers, union leaders, and attorneys ahead of time.

On the one hand, everyone should realize the risks they may be taking.

On the other hand, everyone must weigh possible benefits and judge how likely it is that the employer will actually use discipline or take legal action.

## **How do we know if a strategy is working?**

Just because you don't see a visual reaction to an implemented strategy and/or tactic doesn't mean it is not working. You may never know what key tactic has gotten you enough leverage to get the contract completed.

It is important to evaluate strategies and tactics on an ongoing basis, but be careful about "pulling the plug" on a specific tactic because you don't see a tangible result. Sometimes it is the cumulative pressure that will create the "break" that leads to the contract completion.

# Preparing for Negotiations

As with everything in life, how well you prepare for a task will directly influence how successful you will be at that task. It may sound funny, but preparation for your next contract should begin the day after you ratify a new contract. You must continuously gather information relevant to your bargaining unit because gathering as much information as you can will help secure good contracts for your members.

Not being prepared will delay your negotiations and frustrate all parties involved in bargaining, including your negotiating team and your members. The employer will not take your proposals seriously and your meetings will be meaningless. You should start your serious preparations as much as eighteen months in advance of the contract expiration date. So what steps should be taken before you sit down at the table for negotiations? The following steps will help you formulate your strategy for negotiations:

1. **Send your bargaining notices.** The NLRA requires the party wishing to terminate or modify an existing contract to serve the other party with written notice at least 60 days before the contract's expiration date. Public sector laws and notices vary by state so you need to be aware of the notice requirements applicable to your state. Also, be aware of any extra requirements that sometimes find their way into contracts. Failure to send a contract notice in a timely manner will create "freeze" of the current contract for one year.
2. **Gather as much financial information as possible.** You should begin compiling financial information about your employer as soon as possible. If your employer is a publicly traded company it will be easy to find financial information. If you are having difficulty finding information, do not hesitate to contact the Economics and Contracts Department at the International Brotherhood of Teamsters. They will assist you in acquiring financial data on your employer.
3. **Gather wage and benefit information for your bargaining unit.** In order to bargain a contract, you will need certain information on your bargaining unit that the employer should provide. Most of this information should be requested, in writing, in an information request and the employer will be obligated to provide it. Information regarding seniority lists, classifications and departments, hours of work, overtime, paid time off, holiday pay, vacation time, sick time, pension benefit plans and health care plans are all relevant to bargaining. Ask for this information as early in your preparation as possible, as it will take an employer some time to supply it to you. You will also need some time to analyze this information and to cost out your contract.
4. **Study previous negotiations.** Analyzing notes from previous bargaining sessions will provide you with valuable insights for your upcoming negotiations. It's important to look at what an employer sought in the last negotiations because important issues are bound to be revisited in subsequent negotiations and it will be helpful to prepare your responses in advance. Sometimes an employer may make a verbal commitment at the table during the

previous negotiation, but that commitment doesn't make it into the contract. By reviewing your notes of previous negotiations you will be reminded to hold the employer to their commitments or promises.

5. **Study the existing contract.** You should read your current contract to see what language or articles need to be changed, especially if there is conflicting language or typographical errors. This should be done with your negotiating committee or Stewards.
6. **Hold contract proposal meetings.** Getting feedback from the members as to what they would like in their contract is the best way to rally your members to get a ratified contract. Knowing the issues that are important to your members will help you develop your negotiating strategy. This can be done by holding contract proposal meetings, member surveys, and just talking to your members when you visit their worksite.
7. **Analyze your grievances.** Your grievances and the issues they attempt to resolve will help identify problem areas in your contract. If there are many grievances surrounding a particular section of the contract, it usually signals that there is something wrong with the article and you should attempt to fix it during negotiations.
8. **Analyze other contracts.** You should look at contracts that have been negotiated with the same employer in other locals throughout the country, or with similar employers in the same industry. Again, the Economics and Contracts Department will be a great resource for this information.
9. **Review the current economic climate.** Looking at area wage statistics and the general economy will help you prepare your economic proposals. It is important to back up your demands using comparable data of the applicable job classifications in your area.
10. **Corporate Structure.** You should look at your employer's corporate structure, if applicable, to see if they are part of a larger company that may have contracts with the Teamsters. You should also verify that the chief negotiator has the authority to enter into a contract.

Remember, success is all in the planning. Get to know your members and the issues important to them. Get to know your Stewards and your negotiating committee. Lastly, get to know your employer. The role of a Union Negotiator is to get the best possible wages, benefits and working conditions for your members. Preparation is the key to delivering the best contract for your membership.

# The Negotiating Team

**Serving on a union negotiating team can be a fascinating and rewarding experience. It gives workers a chance to have a direct say in the bargaining outcome which affects their lives. They also get an inside view of the process that determines their pay, rights, and working conditions which will ultimately give them a deeper understanding of what being a union member means.**

- It is an opportunity to learn new skills and to have the satisfaction of improving the lives of other people.
- It is also a position of great responsibility, which requires training and discipline.
- The union negotiating team must be chosen in a way that insures that it is representative of the workers at the worksite. Demographics are important for building unity.

**Once chosen, the committee must be trained in a number of areas:**

## **Building an Effective Team**

*To act like a team...*

Each committee member must understand and value the concerns of other workers. The committee must be seen as unified and representative when speaking with management, the media, and the union membership. Should committee members place their own special interests ahead of the common good, management will exploit their self-service by creating divisions within the bargaining unit as a whole. Those divisions weaken the power of the group.

*Team building methods include...*

- Forums that allow team members to describe their work, discuss their work area or classification and identify all issues and concerns that should be addressed during negotiations.
- Worksite visitations that allow team members to witness the working conditions of others.
- Social events that allow team members to get to know each other.
- Problem solving. As team members work together to develop contract language and bargaining strategy, they begin to develop trust and confidence in each other.

If certain team members don't get along, those conflicts should be brought out in the open and solved - or a new combination of team members should be found. The union team cannot afford to be fighting among themselves when the strain of bargaining hits.

*The ground rules for being on the bargaining committee:*

- Committee members need to understand their role and the role of the chief negotiator. Each member needs to understand the significant contribution they make to the team. For example, roles for each of the following tasks can be assigned: note taker, time keeper, management observer,
- The bargaining process should be explained and discussed with the committee prior to any meetings with management. This discussion should include: a general time line of what to expect at each stage and tactics that the chief negotiator may want to use if the talks with management get stalled.
- Committee members need to know what they can and cannot say and do at the table.
- The legal framework for bargaining needs to be explained. Members must understand the importance of such terms as caucus, impasse, best and final offer.
- The importance of maintaining discretion in relation to “hot topics” discussed with management.

## **Communication is Key**

Negotiating committee members spend so much time with each other and with management negotiators that they sometimes forget how the bargaining process looks to members who are not involved in the same way.

*Some ways committee members can avoid this include the following:*

- Don't let management insist on unnecessarily long bargaining sessions that take team members away from the worksite. When management is ready to bargain seriously, then long hours are worth it. But before then, negotiating team members can do more to win a good agreement by visiting worksites, communicating union goals and the bargaining process to other workers, and taking part in other contract campaign activities.
- Communicate often with other worksite leaders - the solidarity committee, stewards, safety committee, and other committees. Keep them informed about the progress of negotiations and listen to their suggestions
- Take new written or telephone surveys at key points in the campaign when it is important to make workers feel involved and to find out what they are thinking.

## **Taking responsibility for decisions**

Negotiating team members are in the hot seat. No matter what the settlement, some workers are not going to be satisfied and are going to shift blame from management - which refused to agree to reasonable proposals - to the union team.

Team members have to realize that making tough choices about what proposals to insist on and what to drop is part of the job. When the time comes to settle and present a tentative agreement to the membership, team members have to step forward and say, “These are the decisions we made as a team, and here's why...”

## **Making a personal commitment**

Serving on the negotiating committee can take a lot of time, including weekend and evening hours. At times, team members have to make themselves available because bargaining has reached a crucial point - whether the timing is personally convenient or not.

If the campaign is well organized, other Teamster members can help by taking on many of the other support tasks. Even so, negotiating team members must be prepared for the strain involved.

# The Psychology of Negotiating

*Put aside personal feelings about management's negotiators, and focus on winning a good settlement. Management negotiators may flatter you and be friendly, or they may be obnoxious and make you angry. Either way, you can't be distracted from the job at hand.*

If management's negotiators really want to be friendly, let them be friendly by agreeing to a good contract. Your job is not to be liked or to make friends.

If they happen to be unpleasant, keep in mind a variation on an old cliché, "Don't get mad; get what you want."

- **Don't show emotion unless it's planned.** Your team members should not let management know their reaction to management statements until they have had a chance for discussion among themselves.
- **Brief the committee members before and after every meeting with management.** This process is critical to maintain an organized and forceful presence at the table and with the membership.
- **Present yourselves as one unified team,** not as a collection of individuals or representatives of separate departments or units. If members of the team or their co-workers have problems with union positions on bargaining issues, those problems should be raised and resolved at negotiating committee meetings, not in front of management. Otherwise, you encourage management to try to play one group of workers against another.

Look for divisions on management's side. If the management spokesperson seems to be inflexible on a particular issue, ask someone else on their team a question that will draw them into the discussion.

Assign members of your team to observe the body language of particular management representatives. Do they appear to be uncomfortable with statements made by their own side?

Exploit the different roles the individuals on management's team play in the negotiations and in normal operations. While it usually doesn't work to ask management officials to directly challenge their own team's position, you can ask questions that reveal that their support is less than enthusiastic.

- **Work from the union proposals as the basis for discussion.** If the union proposals are on the table, the chances are better that, even after some compromises, the outcome will resemble what the union wanted.

- **Don't let fatigue or frustration wear you down.** After all the effort you and other union members and staff have put into the contract campaign, you cannot afford to give in on certain points just so you won't have to negotiate anymore.

During the final crunch of bargaining, team members should recognize that negotiators will need extra rest and relaxation whenever there is an opportunity and to limit or postpone as many other activities and obligations as possible.

- **Build momentum by starting with easy items you can agree on** - usually things that don't cost the employer much, if anything.

Then move on to working condition issues, which your members clearly have good reason to be concerned about. Try to resolve all but one or two major working condition issues before you get to the straight money issues, because once you start talking about the economic issues it becomes harder to focus on anything else.

- **Reward management for compromising.** At a minimum, tell them you appreciate it when they change their position. Make clear that their willingness to compromise makes you more willing to compromise as well, but remember that the subject they compromised on doesn't have to be one you are willing to compromise on. It's all right to say...

"We appreciate the change in your position on X, and we want to act in a similar spirit of compromise. We can't change our position on X - that issue is too important to our members. But there will be other areas where we'll be able to make some movement."

- **Don't guess at management's position.** If there is any doubt at all where management stands, don't be embarrassed to ask their team to restate their position.
- **Don't ask questions that might narrow or limit workers' rights and benefits.** For example, if you have negotiated the right of stewards to investigate grievances during work time, don't ask, "Now this means stewards can take time off even if you don't have a replacement for them right then, right?" By asking the question, you give management the opportunity to start negotiating a limit that wasn't going to be there.
- **Empty threats or promises make you look weak.** If you are going to threaten new pressure tactics or promise to get your membership to accept a new concept, do so only after a thorough discussion on the union side and the full knowledge that you can deliver what you say.
- **Bring workers who are not on the negotiating team to observe a bargaining session if management is stalling or being abusive.** Those workers can then help their co-workers understand the obstacles the union team faces and the need for membership support activities and pressure tactics.
- Use caucuses sparingly but definitely when necessary. Explain to committee members the purpose of the caucus.
- **Challenge management to prove its claims, and make a campaign issue of its failure to do so.**

Sometimes it is useful to submit a formal request for information if management brings up a proposal that is harmful or detrimental to the bargaining unit. For example, if management claims they need to use an outside contractor for certain services, request information about the number of times the service is needed, how it has been handled in the past and how much the service will cost.

According to the NLRA, if management says it cannot afford improvements proposed by the union it is required to open its books to prove it.

In the public sector, most financial information is public information.

When the employer says it needs economic concessions, the NLRA gives you the legal right to insist on proof.

# The Role of the Caucus

In addition to frequent meetings before and after bargaining sessions, your negotiating committee often will need to leave the negotiating table to hold a "caucus" among yourselves.

*Some uses for a caucus include...*

- **You need time to discuss a new management proposal.** What exactly does management's proposal mean? What does it tell you about management intentions in the negotiations? How should the union team respond to it, when should that response be provided, and who should do the talking?
- **You need to keep the union team united.** Management has used statements or proposals to try to divide and conquer by appealing to special interests of different worker subgroups. You need to talk openly about management's tactics and how to avoid being divided.
- **You need to get emotions under control.** Team members are angry with management or with each other. Let people blow off steam until you can have a calm discussion about your next moves.
- **You want to send management a message.** For example, you might call for a caucus after management makes a disappointing proposal on a particularly important issue. Management will realize that you wouldn't have caucused if that proposal had sounded reasonably good or if the issue weren't important.

Similarly, you might caucus when you want to give management officials more time to think about a proposal with the hope that they will consider improving their offer.

- **You need to plan for the next subject to be discussed.** You may need to discuss what that subject should be, or, if that's already decided, how to handle the union's presentation.

Team members should be trained not to contradict each other at the table but to pass a note to the chairperson asking for a caucus if there is a problem or question concerning what either side is saying.

A caucus normally should be chaired by the head of the negotiating team and should be run in an orderly way. But decisions should be made by consensus whenever possible, not by making motions and voting. The goal is not simply to reach a majority decision but to resolve, if possible, conflicts and problems that committee members have raised.

- **Don't ever be embarrassed to call for a caucus.** If there is any doubt about the team's game plan at the table, it is better to take five minutes and straighten it out behind closed doors than to reveal divisions in front of management.



# Legal Requirements for Bargaining

Both the union and management are required to follow certain legal requirements in connection with contract negotiations.

Most private employers, which are not government or public agencies, are covered by the National Labor Relations Act (NLRA), which is enforced by the National Labor Relations Board (NLRB). Businesses in the railroad and airline industries are covered by the Railway Labor Act, which is enforced by the National Mediation Board (NMB). Some very small enterprises are covered by state laws or may not be covered at all.

State or local laws may cover certain sectors of public employment.

## **NRLA: Bargaining in good faith.**

Under Section 8(a)(5) of the NLRA, the employer must negotiate with the union in good faith. That does not mean that the employer must agree to union proposals. But it does prohibit certain management tactics, which are considered by the NLRB to be proof that the employer does not intend to negotiate a contract with the union.

*Violation of the duty to bargain in good faith is an unfair labor practice (ULP). Typical examples include the following:*

- Refusing to supply information requested by the union in order to bargain intelligently.
- Refusing to meet at reasonable times with union negotiators, or attempting to dictate who those union negotiators may be or how large a team the union can use.
- Refusing to abide by ground rules for negotiations agreed to by both sides.
- Attempting to bargain directly with the membership instead of with the union's official negotiators.
- Attempting to discourage membership support for the union negotiators by using threats, promises, punishment, or discrimination.
- Withdrawing approval of particular parts of the contract on which the two sides had already reached tentative agreement.
- Refusing to negotiate over a mandatory subject of bargaining or refusing to settle without agreement from the union on a non-mandatory subject.

- Unilaterally changing wages, hours, or working conditions before reaching impasse in bargaining or without talking to the union first (unless you have waived this right in the contract).
- Engaging in "surface bargaining" - going through the motions of negotiating but taking positions, which clearly could never be the basis of give-and-take bargaining.

Section 8(b)(3) of the NLRA requires the union to negotiate in good faith as well.

- Providing time for workers to participate in negotiations - Management is legally required to meet with workers' elected representatives. So if the union negotiating team includes workers as well as staff, management must be willing either to meet during hours when workers would not be on duty or to provide a reasonable number of workers the opportunity to participate in negotiations. Neither the law and nor board rulings define how many workers must be given time off, how much time they can demand, or who will pay for their time.

*Therefore, paid leave for workers to take part in negotiations, including union meetings and caucuses, is one of the first subjects for bargaining between the union and management.*

Winning on this issue often requires the same tactics as on any other negotiating point. You may have to ask for more than you expect to get. You may have to build up your rights over a series of negotiating rounds. And you may have to demonstrate membership support through worksite tactics.

## **Training members on unfair labor practices**

The negotiating team, union officers, and worksite leaders should be trained and the general membership provided basic information regarding potential management unfair labor practices.

*Some points to cover include the following:*

- **Management is very likely to commit unfair labor practices.** Employers often are advised to do so because enforcement of the law is often difficult.
- **Teamster members cannot assume that even the most blatant management ULPs will be stopped by the NLRB** or state or local labor relation's agencies.

Sometimes enforcement officials are management oriented.

- There are loopholes in virtually every rule against bad faith bargaining. For example, the NLRB might find that an employer didn't really try to bargain directly with the membership but only sent workers its version of what went on in negotiations, or that an employer was justified in retracting agreement on certain bargaining issues because economic circumstances had changed.

Even when enforcement agencies do find in the union's favor, the "penalty" typically will be that the employer merely is told not to do it again.

Employers can delay legal proceedings so that, even if the NLRB rules in the union's favor, the case may take years to resolve.

Therefore, a winning contract campaign strategy must depend on the internal organizing and pressure tactics, and not primarily on the filing of legal charges.

■ **Proving unfair labor practices is very important.**

Workers who strike over unfair labor practices (not for a better contract) which the union can prove to the NLRB have a right to get their jobs back from the replacements management may have hired during the strike. When the *ULP* strike ends management must offer a return to work unconditionally. If the employer has hired replacements, the employer must lay them off or fire them, if necessary, to make room for the returning strikers.

Workers who strike for a better contract (economic strikers) do not have to be reinstated if their jobs were taken by permanent replacements. The employer would only have to hire back economic strikers one at a time when openings become available. This is an important element of the law that union officials and members must understand and why most strikes are termed "Unfair Labor Practice" strikes.

- **Union leaders and members must keep written (and dated) records of any management statement or action that could possibly be used as evidence of an unfair labor practice.** Such evidence should be reported immediately by members to their stewards and in turn to the top local union leadership. It may be helpful to have all members keep a diary of actions and statements made by management during the bargaining process.

- **If union members launch an unfair labor practice strike, the strike must be called in a way that provides legal evidence that ULPs - and not economic demands - were the reason for the strike.**

*For example:*

Did letters, leaflets, news releases, or other materials indicate that the strike was in response to an unfair labor practice, not overtime pay or an hourly increase.

At anti-strike vote meetings did members discuss the need to strike over ULPs?

When a strike vote was taken, did the ballots ask authorization for a strike over ULPs?

# Drafting Language

The wording of contract clauses can make a big difference in the rights and benefits members will later enjoy--especially in the way arbitrators will rule on grievances involving those clauses.

**Make language giving rights and benefits as specific as possible so the intent of the agreement is clear.**

For example, compare the following phrases with ones which would leave the employer and arbitrator much less room for interpretation.

**1. The employer will consider...**

Better to negotiate, "The employer must..." or "The employer shall..." Otherwise, the employer can say, "I did consider doing what you wanted; then I decided not to do it."

**2. The employer will provide reasonable opportunity to...**

What seems "reasonable" to you may not seem reasonable to the employer, and you can't control what will seem reasonable to an arbitrator.

Better to leave the word out or give the power to decide to the union member instead: "The employer will provide the opportunity to..." or "Stewards shall have the right to..." or "The senior employee shall have the right to..."

Another fallback position is to define what is reasonable in advance: "Health and safety committee members shall have the right to inspect the workplace on work time at least once per month."

**3. The most senior qualified employee...**

Words like "qualified" or "able to perform the work" give the employer a great opportunity to discriminate, and arbitrators will tend to consider judgments about qualifications and ability to be part of management's role. Again omit words like that or define them.

**4. Leave may be granted if...**

"May" usually is interpreted to mean that it's up to the employer. Use "shall" instead.

Be careful about asking for more specific language you know you can't win. For example, let's say the current contract says "VDT operators shall be provided with a reasonable number of breaks to minimize eye and muscle strain."

Ideally, you would like to get rid of the word "reasonable" and negotiate breaks of a specified length every so many hours.

If you have filed a grievance in the past on this citing, union and government studies on VDT operator stress, and were unable to get the specific limits you wanted, then you have nothing to lose by trying to negotiate those limits.

But your decision is more difficult if an arbitrator has never interpreted the existing language.

If you leave it as is, you run the risk of a bad arbitration decision because of the word "reasonable."

But if you ask for specific limits and don't win them in negotiations, you will have a very difficult time raising the same issue in arbitration because the employer will say, "The union is trying to win in arbitration what it could not win in negotiations."

### **Before proposing or agreeing to language, have a number of people check it.**

*For instance...*

- Stewards or other members who might be affected by the contract clause may be able to see problems you wouldn't have thought of.
- Teamster staff or attorneys with long experience in handling arbitration cases also may be able to see hidden problems.
- Another check might be to show the language to a few people who have no connection to this workplace or the union at all. Ask them for their common sense interpretation. They may help you catch confusing or contradictory wording.

### **Propose specific language in a way that doesn't rule out broader rights.**

*For example, let's say you propose and win the following:*

*"The employer shall provide necessary equipment to protect employees' safety and health such as gloves and masks."*

Then let's say you file a grievance arguing that the employer must provide aprons because they are "necessary equipment to protect employees' safety and health." There is a chance that a bad arbitration decision might find that, if the two sides had wanted to include aprons, they would have included them as specific items along with gloves and masks.

Therefore, it would have been safer to either include aprons in the list to begin with or to make absolutely clear that gloves and masks are only examples:

*"The employer shall provide all necessary "equipment" to protect employees' safety and health.*

Examples include gloves and masks of the type and for the jobs listed below..."

Or,

*"The employer shall provide all necessary' equipment to protect employees' safety and health, including but not limited to gloves and masks of the type and for the jobs listed below..."*

**Make sure language in one part of the contract doesn't contradict language you've won in another part of the agreement.**

If it does, you are leaving it to an arbitrator to decide which clause to give more weight.

**Consider whether any proposal would have a discriminatory effect on particular groups of workers.**

You not only want to do a good job of representing everyone, but you also must avoid opening up the union to legal charges of failure to provide fair representation to all or of discrimination based on gender, age, race, ethnic origin, religion or sexual orientation.

**Draft language using the simplest words and sentences that will communicate accurately.**

Even if a lawyer is involved in drafting the language, workers should read the drafts to see if there are phrases they don't understand or that could be said more simply.

# Preparing and Presenting an Opening Package

At the beginning of negotiations, you will present management with an opening package of proposals. In some negotiations, management also will prepare an opener. In others, management will receive your opener at the first bargaining session and prepare a response for the next negotiating session.

Your opener should not be an unedited wish list with every proposal any member could possibly dream up. That kind of opener may raise members' expectations unrealistically. It also may make management officials feel that they have no incentive to bargain seriously because they are dealing with people who either don't want to negotiate toward a realistic settlement or are incompetent.

On the other hand, the opener must ask for more than you expect to win. Management's negotiators will come to the table expecting to play the game that way. Even if you opened with exactly what you were willing to settle for and told management officials that was the case, they wouldn't believe you - and by saying you wouldn't make any compromises you might be guilty of bargaining in bad faith.

*Before you present the opener...*

## **Discuss your priorities.**

What are your most important issues? What combination of issues will it take to satisfy the membership? What package might make management most likely to accept your priority issues?

Your team will have to reach a consensus on those questions in order to present a united front throughout negotiations.

## **Think through what your fallback positions, if any, would be on each subject.**

For each item ask, "Is this something we are prepared to trade or to modify, and, if so, how? Do we want to stick with this no matter what and, if so, are you willing to strike or take other strong action to win?"

## **Prepare evidence and arguments to support and defend each proposal.**

The committee should brainstorm likely management arguments and objections.

Then plan responses, including facts or examples negotiating team members can present from their own experience.

These preparations are not necessarily designed to convince management that you are right. Management decides what to give in negotiations based on your bargaining power, not your debating skills.

Your ability to explain and defend your proposals is important, however, because it shows management that you are prepared to argue your case with the membership, customers, clients, investors, the news media, the general community, or others whose opinions management may be concerned about.

Similarly, good research and preparation sends a signal to management negotiators that they will not be able to get away with misleading propaganda. For instance, if a management official says, "This proposal would cost us X dollars over the next year," it has a significant psychological impact to be able to say, "No, actually we already figured it out and it would only cost Y dollars."

Examples you use to argue for a proposal must be thought through carefully. There is nothing more embarrassing than having management use your own example to show why your proposal doesn't make sense,

### **Plan to involve the team as much as possible in presenting your proposals.**

This sends a message to management that your committee is actively involved, firmly behind the proposals, and prepared to organize membership and community support.

This doesn't mean that committee members should feel free to speak whenever they feel like it - just the opposite. It means that participation of committee members should be planned so management doesn't get mixed messages.

# Taking Notes During Bargaining

Taking complete, accurate notes is a key plan of bargaining. At a minimum, one member of the team should be assigned to take notes during each session. If necessary, you may want to have two team members taking notes to make sure you get everything.

*Notes are important because...*

- 1. The discussion that led up to agreement on a particular part of the contract may be used later as evidence in arbitration cases.**

Sometimes arbitrators have to decide what the two sides "really meant," and notes from negotiating sessions may influence that decision. (For this reason, you should challenge management statements that you don't want them to cite later to an arbitrator. If you don't agree with what management is saying about what a contract clause means, say so rather than waiting to resolve the disagreement through the grievance procedure later. Otherwise, management officials will be able to argue that they gave an interpretation during bargaining and you didn't object.)

- 2. The team may want to refer to notes between bargaining sessions to clear up any uncertainty about what position management actually took on an issue.**
- 3. Evidence may be needed to support legal charges of bargaining in bad faith.**
- 4. In dealing with the news media or your members, management officials are less likely to distort what was said at the table if they know you have a written record.**

Notes should be dated, show the beginning and ending time for each major discussion, and indicate each major point made, who made it and what evidence or argument they used to support it.

Each bargaining session should be documented and include the names of all present, where the session was held, the date of the session, when the session started and ended, if there were caucuses (when and what happened during the caucus) and the agreement or disagreement for the next session.

If the discussion is fast moving, the note taker can write down key words and then immediately after the session fill in the rest. Notes should be typed as soon as possible after the session so the note taker and others can check that they are complete.

Then a copy of the notes should be stored in a central location for easy reference as part of the local's permanent records.

Most negotiating teams compile a notebook with a separate divider for each contract clause. In each section, you can keep the old contract language, proposals and counter proposals by each side, research materials and evidence, and notes from negotiating sessions on that clause.

# Off-the-Record Talks

At times, it may be useful to talk with management "off the record." This can give both sides a chance to explore possible solutions that they cannot discuss publicly.

If you decide to do this, be clear about the ground rules . Ask if both sides agree that no notes will be taken? Also make sure that what is said will not be repeated outside the negotiating room and will not be used in unfair labor practice or arbitration cases?

Keep in mind, however, that an agreement to go off the record can easily be broken. Anything you say might be repeated later by management officials if they decide it would be to their advantage. Your best protection against that happening is if the off-the-record session is called to discuss things that neither side would want revealed. Even so, it will be one side's word against the other's if a public dispute arises later over what was said.

## Sidebars

A sidebar is an off-the-record meeting that does not involve the complete negotiating team. For example, management's chief negotiator may suggest that he or she meet privately with the union's chief negotiator to work out a deal.

Sidebars can be a useful tool to explore possible solutions that one or both sides cannot discuss openly. However, sidebars also can be used to split union negotiators from their committees or their membership.

*Union negotiators should agree to a sidebar only if...*

- The negotiating team as a whole has authorized that participation and instructed the union representatives on what to say and not to say.
- The sidebar meetings do not last very long. If a negotiating team has to wait days or weeks while a few individuals are meeting privately, tensions and suspicions are bound to develop.
- Union representatives to the sidebar report immediately to the rest of the team on the outcome.
- The union representatives do not claim the authority to agree to anything without approval and ratification through the union's normal procedures.



# Avoiding Impasse

Under the NLRA and most public sector bargaining laws the union does not want to bargain to what could legally be defined as an "impasse" because then management may be free to stop following the old contract and unilaterally change wages, hours, and working conditions.

Impasse means the point at which no further progress toward an agreement appears likely because neither side is making further movement on major unresolved issues.

In private sector cases the union would have to file charges with the National Labor Relations Board if the employer declared impasse and imposed unilateral changes. In public sector cases, the state or local agency, which oversees labor law enforcement, would decide whether impasse had been reached.

Under the Railway Labor Act when impasse is reached, the National Mediation Board will assign a mediator. The union cannot strike and the employer cannot impose unilateral changes until the NMB "releases" the parties. The NMB's mission is to prevent work stoppages and therefore may keep the parties in mediation for months. While the parties are in mediation or are waiting for mediation to start, the collective bargaining agreement remains in effect.

*The NLRB or other appropriate agency will ask such questions as...*

- How many times have the two sides met?**
- How firm do they seem to be about their positions?**
- Has each side made its "last, best, and final offer?"**

*You can try to avoid impasse by...*

- **Not giving management a firm rejection on proposals you disagree with.** Instead, keep saying that your position on individual items depends on the total package management is willing to accept.
- **Continuing to make new proposals on controversial subjects,** even if there is not a great difference between your new positions and your old ones.
- **Insisting that management take the time to prepare detailed information** the union needs in order to bargain intelligently on proposals each side has made. (The formal information request).
- **Not saying to management, your members, or the news media that you've reached the point where it is clear that management has no intention of settling.** (You can say that so far they have not been willing to negotiate a fair settlement.)

**This is an area of the law that can cause members to question the ability of the negotiating team. If management proposes an outrageous take away, members may expect the union team to slam their fist on the table and say “no way.” Knowing that to do this may lead to impasse, union negotiators know it is not a good strategy. It is crucial that these types of loopholes in the law be explained to the membership in advance of bargaining. If the members understand these weaknesses in the law you are more likely to get their support.**

# Breaking a Deadlock at the Table

When little progress is being made and you want to get negotiations moving toward a settlement, some of the following techniques may be helpful:

## **Employ more pressure tactics.**

Your problem may not be a failure to communicate at the table but rather a failure to force management to want to settle through effective use of leverage.

## **Compromise on one or more items to win others that are more important.**

"We are willing to consider moving on X if you are willing to agree to our proposal on Y." (Be aware that in saying this you are signaling that X is not a make-or-break issue for you.)

## **Group several issues into a package or present an entire proposed contract that contains some compromises by both sides.**

"We've developed what we think is a fair package, and we're willing to accept the compromises in it if you accept the entire package."

## **Make minor changes to save face for one side or the other.**

If one team is finding it hard to admit that it has to change its position on an issue, a relatively unimportant change in wording may allow them to say. "Well with that change we think we can accept it."

## **Suggest resolving an issue through a side letter rather than in the contract itself.**

A side letter is an agreement that is added on to the main contract. It is binding and can be grieved unless you have agreed that it can't. Whether side letters must be specifically renewed when they expire depends on the understanding of the two sides during bargaining.

If management officials are reluctant to break new ground on a controversial issue or to agree to special provisions for a particular group of workers, they may feel more comfortable using a side letter format to emphasize that the agreement is unusual or experimental.

Be sure to include any side letters when the contract is printed.

Also be sure you have briefed the membership on the purpose of side letters. If they understand why it is necessary it removes the suspicion.

### **Bring in a new face, such as a higher-level Teamster official.**

If management is ready to settle - but the relationship with the local union negotiators has become stretched to the breaking point - they may find it easier to settle with someone new, a higher Teamster authority. In addition, this increased presence of authority may subtly remind management that all Teamsters stand behind this local.

If a settlement is reached with the higher official's help, it is important that the negotiating team be closely involved in considering and approving the tentative agreement. Like any settlement, it probably will involve both compromises and victories. The political heat for those compromises and the credit for those victories should be shared by a united Teamster leadership. In the long run, members' confidence in their union will be damaged if they see political division and jockeying among different levels of the Teamsters or if they view the settlement as something higher-level officials negotiated over the heads of their own negotiators.

### **Step up the pace of bargaining.**

This might mean meeting every day instead of once a week. Or it might mean using marathon bargaining sessions, in which negotiators agree to stay in session all day and all night if necessary to reach an agreement.

This approach is supposed to help negotiators get into a rhythm of reaching agreements that will help them find solutions when they get to the toughest issues. It also is supposed to wear negotiators down, so that getting bargaining over with becomes more important than the details of the settlement.

For these reasons, high pressure bargaining obviously will help you if management's negotiators are the first to feel the effects, and will hurt you if your own team is the first to wear down or get in the mood of compromise for the sake of compromise.

If you are going to engage in marathon bargaining, all members of the team who are going to be present should go into it well rested and without family conflicts that will make them too eager to reach a settlement.

# Fact-finding, Mediation & Arbitration

In certain cases, you may want to break a deadlock in bargaining by involving a third party through fact-finding, mediation, or arbitration.

## Types of third party involvement

- Fact-finding means that an outside individual or agency studies the positions of both sides and produces a report on the major bargaining issues.
- In mediation, an outside person or agency tries to help the two sides to agree voluntarily to a settlement. The mediator may recommend a possible settlement, but the two sides don't have to accept it.
- In arbitration an outsider hears arguments from each side and then decides what the settlement will be.

## In the public sector

Some state or local laws may require the union to accept one or more of these procedures if negotiations reach impasse.

## Under the NLRA

The Federal Mediation and Conciliation Service (FMCS) can insist that the two sides take part in mediation. However, it is rare that the FMCS would do so unless a potential strike would have a major impact on the public.

The two sides can voluntarily choose to involve any fact finder, mediator, or arbitrator acceptable to both the union and management.

## Under the Railway Labor Act

Mediation plays a much larger role in bargaining under the Railway Labor Act. Unions cannot be released to strike and management cannot implement changes until the National Mediation Board (NMB) determines that all efforts to reach an agreement have been made. This means if the union and management cannot reach agreement they will be assigned a mediator who can keep the parties in mediation for long periods of time.

## When to use a third party

You may consider involving an outsider if you believe you are not in a strong enough position to win a good settlement through direct bargaining.

Calling for involvement by a "neutral" third party also can win you some public relations points whether the employer agrees to the idea or not.

However, it is nearly always a mistake to believe that a professional fact finder, mediator, or arbitrator who comes into the process will take your side over management's. After all, that third party by definition must be as acceptable to management as to the union.

Professional "neutrals" cannot continue to make a living if they get a reputation for favoring one side or the other - so at best their reports, recommendations, or rulings attempt to split the issues rather than determining which side is "right." Many come from a management background or want to keep the door open to future employment in management positions - which makes favorable rulings for the union even less likely.

If you propose intervention by a neutral, you should consider naming other possibilities - prominent religious or community leaders, for example - who would be respected by the news media and the general public. To reinforce your image of reasonableness, you probably should also say that you would consider other "mutually acceptable" alternatives.

## **Influencing a neutral**

In nearly all cases, "neutrals" are interested only in getting a settlement. This means that...

- **Whatever you tell the neutral might be passed on to management.**

If you reveal your "bottom line" on certain issues, the neutral will most likely pass that information on to management if, in his or her judgment, doing so might lead to a settlement.

Knowing this, you can often send signals to management by carefully planned statements to the neutral.

- **Power is as important with a neutral involved in bargaining as it is without one.** In dealing with a neutral, as in dealing with management's team, explaining your proposals and backing them up with evidence is necessary but not enough by itself.

Neutrals are often influenced by the activities you use to pressure management. If a "neutral" sees that you are holding successful worksite actions, rallies, and community action campaigns, and that your members are educated and concerned about certain issues, he or she will think it will take more to satisfy the union. By contrast, when neutrals see management as clearly the stronger side, they will be more concerned about satisfying management's team.

It normally takes a strong internal organizing effort to maintain or escalate your contract campaign during fact-finding, mediation, or arbitration. Some members will be naturally inclined to sit back and see how well their representatives do at presenting their case. Others may feel that you shouldn't "offend" the neutral by continuing to use pressure tactics aimed at management. Through your two-way communications system - publications, meetings, phone banks, and direct personal contact - you have to educate members about their important role in influencing the outcome.

# The Final Days of Bargaining

In the final stages of bargaining, with the contract expiration date approaching, the negotiating committee and elected local leadership must decide how to proceed.

## Decide whether to settle.

- Have you obtained the best agreement that can be obtained without a major confrontation?
- Have you negotiated a good contract considering where you started, the needs of your members, the employer's financial condition, and other recent union settlements?
- Would a settlement on the terms now available leave in place the most fundamental worker rights, or would it destroy the key elements of union protection such as seniority, the grievance procedure, and limits on management's right to make and interpret policies?
- Would a large majority ratify the settlement? (If possible, you want to avoid a close vote one way or the other because then you will have a divided group and a weaker union.)
- If you refuse to settle now, will the workers be prepared to escalate the campaign? Do you have ways to pressure the employer to agree to a better settlement? Do you have or can you obtain the money you would need to mount an expanded campaign?

## If you decide not to settle, decide what to do next.

- Are you close enough to an agreement that you should ask management to extend the contract or ask workers to work without a contract so bargaining can continue?

Advantages might be that you might avoid an unnecessary confrontation and would show members and allies you are willing to go the extra mile to reach a settlement.

Disadvantages might be that you might look weak to the employer and remove any incentive for management to change its position.

- Should you put management's last offer to a vote of your members, with no recommendation or a recommendation that they vote no?

You might do this if you were sure a huge majority would turn down the offer.

It is dangerous to do this just to see what the members are thinking. If it were rejected by a close vote, you would have shown management that you don't have strong support to continue with your campaign. If it were accepted, management would have shown it knew more about what your members wanted than you did. In effect, management would have negotiated the contract directly with the members.

- Should you ask members to go on strike or take other strong action?

Only if you believe you could win. If members are prepared, have shown they will support campaign actions, are committed to the issues, and have the ability to seriously disrupt the employer's operations at this time, then a strike or other action may be appropriate.

But a strike should not be called out of desperation or to save face for the negotiating committee. It should be called only when it is in the best interest of the membership.

### **If you decide to settle, keep as much control of the process as you can.**

- **Volunteer to draft the actual language expressing agreements that have been reached.** The wording is more likely to be favorable to you if you write it. Don't get carried away, though: if you seem to be deliberately drafting language that is not what was agreed to, you may poison the atmosphere needed for a smooth settlement.
- **Make sure each side initials written, revised sections of the contract as soon as tentative agreement has been reached on those sections.** This makes it less likely that management will try to change its mind.
- **When you have a complete tentative agreement covering all subjects, make sure you have a signed copy before any announcement is made.**

Unless you have specific language in writing and signed, management has a way of remembering what was agreed to differently than the union team remembers it.

- **Insist that management agree in writing to drop all lawsuits, NLRB charges, and campaign-related firings or discipline and to reinstate strikers, if any, who have been replaced.** Those conditions should be part of the price management must pay for peace. Otherwise, workers will doubt in future campaigns that the union will be able to defend them from management attacks.
- Plan what you want to say to members and the news media about the settlement. First impressions that you give people about the new contract are often lasting ones.

Do you want people to look back on these negotiations as a success for the union, even though you didn't get everything you wanted, and as a step toward long-range union goals? If so, your announcement and comments must describe in the simplest possible terms what goals you achieved and how you hope to build on your gains in the future.

In the heat of the moment, members of the negotiating team may be caught up in frustration over what they didn't win and in anger at management. But a negative first impression of the settlement may hurt the chances of a strong ratification vote and may slow organizing to enforce the new contract and build the union for future negotiations.

As *always*, plan who will speak to the news media and what they will say, rather than having a variety of negotiating team members giving off-the-cuff comments.

- **Don't let management officials announce the tentative agreement before you do.** There is too much chance that they will slant their announcement to make the union look bad.

Try to get management to agree not to comment on the settlement until you have completed ratification. Assuming that both union leaders and management officials want the tentative agreement ratified, you can explain that it is not in management's interest to leak bits and pieces, which could affect members' opinions of the settlement.

You can also try to negotiate an agreement with management on a schedule for separate announcements or a joint announcement that a settlement has been reached.

Remember, however, that management may not abide by this agreement and may not confine itself to the wording of a joint announcement. Instead, management may leak its version of the settlement, along with unattributed quotes.

Knowing this, you should not agree to restrict what you will say in addition to the joint announcement.

Another precaution is to make sure that management officials don't leave the negotiating table before you do so they can't get to the news media or the membership first.

If necessary, keep bargaining going while you let your worksite leaders know the approximate shape of the tentative agreement.

A second precaution is to make sure your systems for quickly communicating with members and the news media are well established and tested. You should be ready to quickly hold meetings, print and distribute flyers, and call reporters.

# Contract Ratification

Once you have a tentative agreement, you will need to move quickly to provide the details to your members before rumors can spread or management can distort the settlement.

*Three methods are possible:*

- Membership meetings away from the worksite are the most common method. They can be organized quickly, provide opportunity for questions and discussion, and, if well planned, allow you to build group pride in what was achieved and determination to win further gains in the future.
- Worksite meetings may be used in those rare cases in which workers will feel comfortable having a free and open discussion in that setting. The main advantage is the potential for higher attendance.
- Mail ballots may be used if workers are unlikely to come to meetings and therefore not enough people would vote to prove support for the new agreement.

No matter which method is used, arrangements should already be in place. For example, location(s) for membership meeting(s), sound systems, ballots, refreshments (if needed), child care, and so on should already be lined up.

Before members vote, the negotiating committee should meet with the bargaining support or contract campaign committee, stewards, and other worksite leaders to review the settlement. That will give the team the opportunity to identify potential areas of confusion or controversy and to line up support.

Membership meetings should be conducted in a way that demonstrates leadership unity. In some cases, that may mean having a number of members of the team present parts of the contract. Where that is not practical, each member of the team might make a very brief statement of support at the beginning of the meeting so that no member is left wondering where each team member stands.

Members should be provided with a written explanation of the terms of the settlement, which should begin by highlighting in summary form the major improvements and, if appropriate, the major management proposals that were defeated.

At the same time, the weaknesses of the agreement should not be hidden. If you bring them up during the ratification process, then responsibility for choosing whether to make certain compromises is shared by leadership and membership alike. If you gloss over problems in the agreement and members only discover them after ratification, then they are free to be angry both over the compromises and over being misled.

# Sample Contract Campaign Survey

This sample survey illustrates some principles about survey design. It doesn't cover all of the subject areas a real contract survey would cover. Obviously, you will have to prepare your own to fit your particular group of workers. How you structure the questions will depend on your plan for analyzing the answers.

## LOCAL \_\_\_ CONTRACT CAMPAIGN SURVEY

Our local union has launched our campaign for a new contract.

The first step is to find out what we, the members, want. You can help by returning this survey and by attending one of the meetings listed below.

As you know, what we win this year will depend on our active involvement as union members. Our bargaining team is only as strong as the membership standing behind them.

That's why the back page of this survey asks you to check those activities that you are willing to help with.

Please return the survey to your contract campaign committee member or the union office by \_\_\_ (date) \_\_\_.

**Name:**

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**Home Phone:**

**Work Phone:**

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**Department:**

**Classification:**

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**Email Address:**

**Cell Phone:**

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**Check one:**    \_\_\_ **Full Time**            \_\_\_ **Part Time**            \_\_\_ **Other Status**

**1. Wages.** I prefer (check only one)...

- Equal dollar increase for everyone. How much?
- Equal percentage increase for everyone. How much?

- A percentage raise with a minimum or floor (Example: 10% or \$150 per month, whichever is greater)

What percentage? \_\_\_\_\_ What minimum? \_\_\_\_\_

**2. Contract Length.** I prefer...

- Two years
- Three years
- Four years

**3. Time Off.** (Check only one)

- Not a priority
- More vacation - how much?
- More sick leave - how much?
- More holidays - when?

**4. Scheduling.** (Check no more than two.)

- Not a priority
- Eliminate rotating shifts
- Standardize starting and quitting times
- Having a choice in starting and quitting times.
- Eliminate mandatory overtime.
- Increase required notice for overtime from one day to what?
- Negotiate optional 4 day/10 hr. schedules where feasible
- Negotiate a voluntary reduced hours option

**5. Priorities.** The major issue areas are listed below. Mark a "1" next to the most important to you, a "2" next to the second most important, and so on.

- \_\_\_ Wages
- \_\_\_ Contract Length
- \_\_\_ Time Off
- \_\_\_ Scheduling
- \_\_\_ Retirement Benefits
- \_\_\_ Career Ladders/Training Opportunities
- \_\_\_ Health and Safety Rights

**6. Other Concerns.** Use the space below to describe any other job-related problems that you think should be dealt with in contract negotiations. Possible subjects might include inequities or discrimination, workers' rights, health and safety, workloads, job classifications, promotional opportunities, or other working conditions.

Let us know if you have ideas for possible solutions, be as specific as you can. Use additional sheets of paper if necessary.

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## What We Win Depends On You

"The union" cannot win a good contract for us, because **we are the union.**

Now that you've thought about priorities for bargaining, please indicate which responsibilities you can share to help build our negotiating strength. Your Steward or Contract Campaign Committee will be contacting you with more details.

- Serve on contract campaign committee (coordinates bargaining support activities for each department)
- Distribute leaflets/buttons when needed to my co-workers
- Be part of a phone/text/email tree to contact 5 other workers when our representatives need to get a message out quickly
- Attend meetings, rallies or special events to show we support our negotiators
- Be trained to speak to community groups about our proposals
- Help with research to develop and support our bargaining proposals