

# Oak Harbor Freight Lines, Inc.

## Questions and Answers



Volume 2

### Q1 Why are the negotiations taking so long ?

A1 By historic standards this negotiation is not taking longer than others. The now terminated old agreement was not signed until October the year after it expired. In addition there are many important issues that both the Company and Union have that deserve to be carefully considered. In short labor talks traditionally take time and this year is no different than prior contracts .

### Q2 What is the difference between good and bad faith bargaining ?

A2 Generally “good faith bargaining” occurs when a party to the negotiations makes a sincere effort to reach agreement. A sincere effort does not require a concession or “giving in” on proposals that are important. Good Faith requires that each side give careful consideration to the requests of the other side. The Company has been negotiating in good faith with the union as we have made a sincere effort to develop responses and proposals to the Union we believe should lead to an agreement that includes the changes we want to have in a new agreement. The Company has made 7 full offers to the Union in an effort to achieve a new agreement and the vast majority of the proposed contract sections have been tentatively agreed. You may read Document 7 at [www.oakhanswers.com](http://www.oakhanswers.com).

Section 8 (d) of the National Labor Relations Act defines the duty to bargain as " the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours , and other terms and conditions of employment. [NLRA Section 8(d)]

Collective bargaining in good faith, as the Board and the courts have so often held, presupposes that both the employer and the union "enter into discussion with an open and fair mind, and a sincere purpose to find a basis of agreement touching wages and hours and conditions of labor." [Globe Cotton Mills v. N. L. R. B., 103 F. 2d 91 , 94 (C. A. 5).].

### Q3 What does, “subject to voluntary bargaining” mean ?

A3 Voluntary subjects of bargaining are Contract provisions the law does not require a party bargain about. So, for example, if a subject is a voluntary subject the Union and Company are permitted to discuss it but they are not required to discuss it. Wages for current employees is a required subject, where the impact of a proposal on persons no longer employed may be a voluntary subject because the affected persons are not employees at the time of the bargaining.

Submit your questions to [Asktheboss@oakh.com](mailto:Asktheboss@oakh.com)

For our union represented employees if you have questions you may ask us. If you have feedback or input about our proposal or negotiations you must bring that to the union. The union is the lawful representative of our union represented employees. We simply want employees to have answers to questions about our proposal.