

Good Faith in Collective Bargaining

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SUBJECT(S): LABOR LAW AND SOCIAL LEGISLATION, COLLECTIVE BARGAINING

The Article discusses what constitutes good faith on the part of employers when it comes to collective bargaining with unions. It tackles several factors which must be considered in determining whether the conduct of the employer connotes a sincere willingness to come to an agreement with employees. It pays particular attention to the compliance of the employers with their duty to furnish information necessary for bargaining. In relation to this, it also cites several defenses that can be asserted by employers such as the express or implied waiver of the right to information by the unions, the safety considerations of parties affected by such disclosure, and the refusal of the unions to share in the expenses involved with the compilation of the information.

The other factor pointed out by the Article as determinative of the employers' good faith is the reasonable justification of its fixed bargaining position. It distinguishes whether such attitude is a result of an impasse reached between the parties, whether it stems from a pre-determined stand of the employer, whether it comes from the unrealistic and unreasonable contract terms proposed by the employer, or whether the employer is engaged in mere sham bargaining. Lastly, it introduces a new development in collective bargaining called Boulwareism, where the employer, after undertaking massive research and study, submits what it perceives to be an 'objectively fair' contract, and does not entertain any counterproposals. It concludes by saying that while this innovation may be a legitimate act, it still destroys the very spirit of collective bargaining.