**Labor Relations Self-Audit Checklist**

This is a checklist of items a city may want to review in order to conduct a “self-audit” of its practices in the area of labor relations. Labor relations is a complex area of law no matter what form of city government is in place. It is very important for a city to be aware of management rights, as well as mandatory and permissive subjects of bargaining under the Minnesota Public Employment Relations Act. A self-audit checklist can be helpful as an overview of issues the city may face in hiring, training, union organizing, contract negotiation and administration, mediation and arbitration, disciplinary issues, strikes and other common aspects of labor relations. You can find background information on all these topics in the [Labor Relations Chapter](https://www.lmc.org/resources/hr-reference-manual-chapter-6-labor-relations/) of the League of Minnesota Cities HR Reference Manual.

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| **Authority and organizational issues** | |
| ❑ | What is the form of government used by the city? The form of government may dictate who has the authority to bargain with unions. In most cities, the council can delegate the authority to bargain to others, including external consultants. |
| ❑ | Who has the authority to approve contracts with the union? In most cities, the city council has the authority. |
| ❑ | What does the city’s personnel policy say about union employees and union contract-covered topics? Topics covered by the union contract take precedence over contrary personnel policies. |
| ❑ | Has the city established a management bargaining team for each bargaining unit? |
| ❑ | Is there a civil service commission associated with any of the bargaining units? If so, the city will need to follow both the civil service commission rules and any relevant union contract provisions. |

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| **Hiring issues** | |
| ❑ | Does the city consider whether or not an employee will be covered by a union contract when it establishes a new position? While the union contract will generally specify which positions it covers, the city may want to think through the duties of the position and the work hours to determine whether or not the position is appropriately included in the bargaining unit. Disagreements by a city and a union over whether a position is properly included in a bargaining unit are submitted to the Commissioner of the Bureau of Mediation Services. |
| ❑ | Does the city’s policy on hiring consider any applicable union contract provisions? For example, sometimes union contracts specify job postings within the bargaining unit must be posted internally for a certain number of days before being opened up to external candidates. |
| ❑ | Have all wage rates for union-covered positions been established by negotiation and written into the contract–including any covered seasonal or temporary positions? |

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| **Union organizing** | |
| ❑ | If the city has received a “status quo” order from the Bureau of Mediation Services (BMS) during an organizing drive, has the city reviewed all upcoming wage and benefit increases to make sure they do not violate the status quo order? A common issue is reviewing whether the city can make a change to its health insurance during the operation of a status quo order. |
| ❑ | Has the city reviewed the list of actions it can and cannot take during a union organizing drive in order to avoid an unfair labor practice? |

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| **Training issues** | |
| ❑ | Does the city train its supervisors and managers on labor relations issues? It is important to remember that supervisors and managers are deemed the voice of the city and their actions or words can result in unfair labor practices. |
| ❑ | Does the city review the union contract with its supervisors to ensure they understand the intent of the contract provisions and how to administer them? |
| ❑ | Has the city’s negotiating team received training on how to negotiate effectively with the union and on the rules and procedures associated with labor negotiations? |
| ❑ | Has the city educated elected officials on their role with regard to labor relations–especially contract negotiations/approval? |

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| **Negotiations and union contracts** | |
| ❑ | *Note we don’t have these updated anymore.* |
| ❑ | Has the city reviewed its union wage structure compared with similar cities? If the city is bargaining with an essential employee bargaining unit and is unsuccessful in settling the contract, an arbitrator will want to review wage data from comparable cities. |
| ❑ | Does the city routinely review the list of contract demands from the union to ensure all of the topics are truly bargainable and the city is not inadvertently giving up the right to not bargain on a management right item? |
| ❑ | Does the city consider the effect on its pay equity plan when it is bargaining on union wage increases? |
| ❑ | Has the city followed the requirements of the Open Meeting Law when closing a meeting with the city council to discuss labor negotiations strategy? |
| ❑ | Has the city reviewed its union contracts to ensure all compensation and benefits provisions are in compliance and interpreted accurately in practice? |
| ❑ | Has the city negotiated any changes in the aggregate value of health insurance benefits during the term of a contract with union employees? |
| ❑ | Does the city consider the use of a written memorandum of understanding if issues arise during the term of a contract? |

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| **Mediation and interest arbitration** | |
| ❑ | Does the city have an established relationship with a labor relations consultant or an attorney specializing in labor relations to represent the city in labor arbitrations? |
| ❑ | Has the city carefully reviewed the list of issues presented by the union in mediation to ensure all of them are clearly management rights and raised the issue of arbitrability where appropriate? Ideally, the city would have an experienced labor relations attorney or consultant review such a list. |
| ❑ | Has the city prepared information on “ability to pay” (more specifically its ability to efficiently manage and conduct city operations within the legal limitations surrounding financing operation) when preparing for an interest arbitration? Often the finance director can help with this preparation. |
| ❑ | Has the city considered asking the union for agreement to use final- offer, total-package arbitration instead of conventional arbitration? Some labor relations consultants believe this method forces both parties to be more reasonable and, therefore, results in better outcomes. |
| ❑ | Has the city consulted with an experienced labor relations attorney or consultant on making decisions about striking arbitrators prior to arbitration? |
| ❑ | Has the city reviewed the list of standards typically used in interest arbitration (found within this chapter) to evaluate its position? |
| ❑ | Has the city reviewed the sample checklist of materials (see Section IV-D-11) to present its case in an interest arbitration? |

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| **Strikes and strike planning** | |
| ❑ | Has the city developed a Strike Plan for any bargaining unit that is not essential and, therefore, has the right to strike? |

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| **Disciplinary issues and grievance arbitration** | |
| ❑ | Do all union contracts contain a grievance procedure as required by law? If not, does the city know there is a default (and onerous) process outlined in the Minnesota Rules? |
| ❑ | Has the city consulted with an experienced labor relations attorney or consultant on decisions about striking arbitrators prior to arbitration? |
| ❑ | Has the city reviewed the definition of “just cause” and “due process” in preparing for grievance arbitration on a disciplinary matter? |
| ❑ | Has the city allowed an employee to have union representation in an investigatory interview associated with employee discipline? |
| ❑ | Has the city reviewed and followed the provisions of the Peace Officer Bill of Rights when taking the formal statement of a police officer? |
| ❑ | Has the city reviewed the timeframes of the grievance policy in order to determine whether the union filed the grievance in a timely manner? |
| ❑ | Has the city carefully considered the possibility of settling the grievance versus the costs of arbitration? |

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| **Labor management committees** | |
| ❑ | Has the city carefully considered the pros and cons of using a labor management committee for input on various issues (such as changes to health insurance)? |

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| **Meet and confer with professional employees** | |
|  | Does the city hold a meet and confer session with a representative or committee of professional employees regarding all matters that are not terms and conditions of employment? |
|  | Are these meetings held at least once every four months? |

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| **Bargaining unit information** | |
|  | For new hires, does the city allow an exclusive representative or the representative’s agent to meet in person with new employees for at least 30 minutes during orientation, or if no orientation, during an in person 30-minute meeting arranged by the city in coordination with the exclusive representative or representative’s agent? |
|  | Is the city disclosing to the exclusive representative when a bargaining unit employee separates from employment and conveying whether the separation was due to a transfer, promotion, demotion, discharge, resignation, or retirement? |
|  | Does the city have an internal process for responding to requests for information by an exclusive representative so as not to exceed 30 days for responding to information related to contract enforcement or 60 days for responding to information requests related to contract negotiation? |