

# Example of essay on bargain proposal

[Engineering](#), [Aviation](#)



## **Labor Relations Division**

234 “ K” Street, Katela Building, Suite 345

### **Ontios, CA 3546-7258**

Dear, the Aviation Union,

Pursuant to the provisions of Article VII - Seniority (Holley et al.), enclosed are the management’s initial proposals as part of the bargaining agenda scheduled for the first joint negotiation meeting between the management and the Union. The proposals are meant to reopen negotiations with respect to the subsisting collective bargaining agreement, recall of employees, probationary employees and promotions of members of the Union.

The management is prepared to begin negotiations with the aviation union in the scheduled joint meeting. As has been the norm in previous occasions, the management shall have the right to make any additional proposals and shall invite public review and comment at such particular times.

Sincerely,

### **John Ballard**

General Manager, Aviation Ltd

Enclosure

Aviation Ltd Management initial Bargain Proposal for inclusion in the collective bargaining agreement with the Aviation Union.

General

In recognition of the current budget, the economic conditions and the fiscal deficit of the firm, the management desires to negotiate the provisions of the contract which will not only be fiscally responsible but also achieve the

requisite efficacy and efficiency. The management is especially keen on any measures and concepts that may have the effect of reducing overhead and other related costs and achieve fiscal savings so as to enable the firm survive in the increasingly competitive airline market. As such, the management will incorporate the legislation Article VII-Seniority into successor agreements.

The management takes notice and cognizance of the fact that the Aviation Union contract expires on the 1st November 2013 and is prepared and/or ready to negotiate any and all provisions of such contract for inclusion in a successor agreement. More so, the management will consider any issue that is within the scope for inclusion in a successor contract. Specifically, the management of Aviation Ltd wishes and is willing to meet and confer in good faith with the Union on the following subjects:-

### **Article 1- Notification**

The management will notify the Aviation Union prior to undertaking any moves of more than one bargaining unit employee. The Union has the option of requesting for negotiations as it deems appropriate.

### **Article 2 - Change of working period**

The management will provide or give a notification to the Union of any changes in the hours of work and any arising shifts or tours of duty which affect the Union employees.

### **Article 3 - Outsourcing**

The management shall notify the Union prior to outsourcing any work where the management determines that work shall be contracted out, that is being performed or done by employees.

### **Article 4 – The Obligations of Management**

a) The management agrees to give a prior notice to the Union, and a chance to negotiate new or any changes in personnel policies and practices affecting working conditions of the Union employees. Similarly, negotiation on issues which fall within the province of the management shall be handled in line with this provision.

b) The notification by the management may include a final date within which the Union is required to request negotiations with regards to any proposed change(s).

In any such case, the final date shall not be less than fourteen calendar days from the time of receipt of the notification of the proposed change. In the event that the negotiation does not include a final date for the Union to negotiate, it shall make any such request within thirty calendar days following the receipt of the notification. This notwithstanding, nothing in this section shall preclude any of the parties, by way of mutual consent, from extending or decreasing any time limits provided under this section of the proposal.

### **Article 5-Union obligations**

- In the event that the Union desires to negotiate with regards to a change proposed by the management, the Union shall notify the Human Resources

Manager of the firm from whom the notification is received. Such notification as sent to the management will be in writing, and within the specified time, or within the standard time frame.

- Where the Union is of the opinion that it does require more and better information to enable it respond, it must request for such information within seven days after the receipt of the proposal.
- Where the Union does not respond within the specified time period of being notified of a proposed change in policy that affect conditions of employment of its members, the particular policy may be implemented.

### **Article 6 - Emoluments and benefits**

The Management shall cause an increase of 5% of all its cadres of workers who are members of the Union on an annual basis so as to cushion the members from the rising cost of living.

### **Article 7- Overtime**

Owing to the nature of the aviation industry, the management reserves the right to assign mandatory overtime. The foregoing notwithstanding, management shall have the right to relieve the Union employees, upon request, from an assigned overtime where there is another employee willing to work. Further, the Union members shall have the right to refuse an assignment of overtime where such employee has a legitimate reason and there is another employee qualified to step in.

## **Article 8-Promotions**

The management reserves the right and discretion to award promotions to employees of the Union depending on experience, skills, and worker's output and on the basis of meritocracy.

## **New Proposals**

The Management may make further specific proposals or counter-proposals with regard to any of the above enumerated subject areas as issues arise in the course of bargaining.

## **References**

- Featherman, S., & Roberts, L. (2007). Pluralist models of public sector collective bargaining: Proposals for public education. *Urban Review*, 14-19.
- Lewin, D. (2006). Collective bargaining and the right to strike. *Institute for Contemporary Studies* (ed.), 11-16.
- Nonell, R., Alos-Moner, R., & Artiles, A. (2007). The governability of collective bargaining. The case of Spain. *European Review of Business*, 23-28.