

Employment agreement essay

Law



Before the entry of any new employee into an organization, there is always the signing of the employment/contract form. This is what is referred to as the "Employment Agreement" which binds both parties--the employer and the employee to operate by the terms of the contract. The agreement defines how the two partners will relate during the time which they will be together. It is this agreement that is mostly referred to in case of a dispute. The agreement defines all aspect relating to the needs of the partners.

This essay will give a conclusive highlight of what an employment agreement entails and how it can be used in negotiations for solving differences, its effect in the future after the resolution process. The position taken in the paper relates to the Employment agreement as represented in theHarvardmanagement article. The Employment Agreement The Harvard Management Articles magnifies the importance of wide consultation of all the parties concerned before carrying any step that has broad consequence to the organization.

The article has given steps to be followed that would probably lead to getting an amicable solution to the organization's dilemma. The agreement gives a way out of such incidences related to compensation, termination and performance standards among other issues. The article stresses the need to pay attention to what are called the MSO and LAO that is, the Maximum Support Outcome and the Least Acceptable Outcome. It also gives preference to the BATNA (Best Alternative To the Negotiated Agreement) concept.

The article seems to be concerned to seek a compromise position that favors both the employee and the employer. In any negotiating table, there should

be equal representation of both parties, so that the two concepts of maximum support and least support can really reflect the feeling of the present members. If a vote on a particular agenda has been uploaded by even a simple majority, it shows that it is the most favored and will be the most probable choice to bring harmony. I wholly agree with the idea of keeping the contents of the negotiation secret from the warring parties.

If the parties are kept in the dark on the next move of the negotiators, there is no possibility of the progress running into a snag because one party pulled a surprising move that could displace the other. It would be not a level playing ground to air grievances if either the employer or the employee has prior knowledge on the context of the negotiation. If the negotiators run such a risk of letting their details leak into the hands of the parties to be reconciled, then there may arise some future implications of the outcome of the negotiations.

One party may use the knowledge to argue out and get decisions made in his favor. The favored party may benefit due to the prevailing conditions of the organizations then, but things might turn out different later in the years...the most probable outcome would be depression and a call for fresh negotiations. If another negotiation is initiated, such an individual may try desperately to employ the same tactics and if he fails, he may try to derail the negotiation process. A party which is used to either arm-twisting or dubious mean will never trust even a transparent process.

Language is another factor that should be given top priority. The parties may run a risk of misquotation or fail to understand each other in resolving a vital issue. Language to be used to resolve disputes should be that which can

easily be understood and interpreted by all the members involved. If better, the issue of using translators should be avoided by all means. The interpreters may not give words their exact meaning, hence may make some individuals get into a deal unaware of its consequences. The realization may only come to him much later in the union.

Use of Lawyers jargons should also be avoided by all means. The language should be simple and understandable even to a layman who has just joined the employer's camp. Some negotiators or more influential partner may use the language barrier to cunningly negotiate better terms. If the other party comes to realize this eventually, it may cause an everlasting rift that will never be easily resolved. The victim will definitely lose its trust both in the negotiator and the partner...this may cause a permanent scar and a strained relationship among the parties.

Finally, the article gives a list of five approaches that can be given to any negotiation process. Most of these steps even though sound to be the best moves; they may only prove effect helpful at the early times after the resolution. Far inside the union, the concepts might backfire. For instance, the Surprise move strategy might work well by getting both the parties flat footed. But later when the parties come to their senses, they may cause a lot of problems to each other.

Every hidden surprise move should be well calculated before it is pulled to its effect if at all good results are expected to be achieved. The next move according to the Harvard article is Bluff, where the negotiating team gives a false impression of the real facts on the situation. This one again might work well at its infancy, but if the duped party realizes that he was tricked into

<https://assignbuster.com/employment-agreement-essay/>

falling for a scam, what follows might be rebellion of a magnitude that can prove irresolvable.

This may lead to renegotiation of the contract process which may prove too involving to the parties and the negotiators themselves. The best move therefore is just to lay facts on the table in black and white without hiding anything. Whoever is getting into the union therefore will do so in full consciousness of the underlying consequences. The third move is Slacking; this is introducing a slightly different example to draw the attention of the warring factions, so that they can preview the outcome of the step that they want to make.

The move is either to discourage one party from a given reaction or to drive the group into committing themselves into an agreement without fully understanding the real bone of contention. If the move succeeds, the parties which got into a covenant expect the outcome to be exactly the same as in the example, failure to which may lead to grabbing, dissatisfaction, complain and finally break up of the agreement. A union based on lies stands no chance of seeing into the future.

The last move, according to the Harvard Management Article is Fait-accomplis: which is more of arm-twisting or fraud than a real agreement. It incorporates a big assumption meant to talk the complainant into believing that a solution has been reached. It is the tossing of the complainant's logical reasoning up and down while hiding behind a veil of pretence. After talking the opponent into believing the lie, the liar then comes out into the open to draw clear position of what he meant. This comes later after the die has been cast--after the agreement deal has been signed.

<https://assignbuster.com/employment-agreement-essay/>

The duped party stands to lose massively in this concept. Such a move may never have a friendly outcome; neither in the present time nor in the future. The party which has been lied to may just start rebelling there and then...to sum up therefore; this paper can take a clear position by stating that however a hard a deal seems to be, an agreement should never be based on deception, but truth. That is the only way to achieve a long term benefit. Work Cited Attached document taken from Harvard Management Article.