FUTURA EDITRICE

Ministero degli Affari Esteri
e della Cooperazione Internazionale

10 AGENZIA ITALIANA PER LA COOPERAZIONE ALLO SVILUPPO

NEXUS EMILIA ROMAGNA

SOCIAL DIALOGUE AND DECENT WORK: THEORETICAL FRAMEWORK AND PRACTICAL MANUAL FOR **ERITREA**

EDITED BY
NEXUS EMILIA ROMAGNA ETS

Edited by
Nexus Emilia Romagna ETS

Social Dialogue and Decent Work: Theoretical framework and practical manual for Eritrea

FUTURA
EDITRICE

Handbook written by Kidane Kibreab - Deputy General Secretary of National Confederation of Eritrean Workers (NCEW) - and Fabrizio Pirro - Associate Professor at the Department of Social and Economic Sciences, Sapienza University of Rome - in collaboration with CGIL - Italian General Confederation of Labour.

The handbook has been realized in the framework of the project "Improvement of food security and labour market access in Eritrea" AID 012848/01/0, funded by the Italian Cooperation and implement by Nexus Solidarietà Internazionale Emilia Romagna ETS in partnership with Progetto Sud ETS, ISCOS and NCEW and in collaboration with CGIL, CISL and UIL.

Corso d'Italia, 27 - 00198 Roma

www.futura-editrice.it
06 44870283 - 06 44870325
futura-editrice@futura.cgil.it

Cover photo: «Efesto Eritreo» by Annalisa Vandelli

Table of Contents

Part II. Negotiation

Kibreab Kidane

Acknowledgements

The international cooperation institute **Nexus Emilia Romagna ETS**, through the redaction of this handbook - carried out within the framework of the project "**Improvement of food security and labour market access in Eritrea**" AID 012848/01/0 funded by the Italian Cooperation - intended to support the promotion of social dialogue and decent work in Eritrea.

This manual is specifically designed to provide essential tools and knowledge for trade union leaders, workers, and institutional actors to foster collective bargaining and bipartite/tripartite institutional dialogue. The ultimate goal is to define solid labor policies and strategies capable of enhancing social dialogue, increasing safety at work, and protecting labor rights across the country.

Special thanks go to the authors who shared their extensive expertise to build the content of this manual: Mr. **Fabrizio Pirro** (Associate Professor at the Department of Social and Economic Sciences, Sapienza University of Rome), for his rigorous academic framing of the origins and approaches to industrial relations and workplace dynamics, and Mr. **Kidane Kibreab** (Deputy General Secretary of NCEW), for his precise and practical analysis of trade union negotiation practices and local frameworks.

Particular thanks are due to **NCEW (**National Confederation of Eritrean Workers) and **CGIL** (Italian General Confederation of Labour). Together, they have provided active and crucial collaboration, once again embodying the ideal values of international cooperation, mutual training, and solidarity within the world of work.

Particular thanks are due also to the **Italian Agency for Development Cooperation (AICS) - Cairo Office and Addis Abeba Office** for its financial support and continuous accompaniment, which made the implementation of project activities possible.

We also warmly acknowledge the leadership and guidance of Mr. **Abraham Bereket** (NCEW Head of International Relations Department) and Mr. **Tesfay Ghirmay Habte** (NCEW Head of Administrative and Financial Department) whose commitment on the ground has been instrumental in facilitating the training modules and field activities connected to this initiative.

Finally, a special note of gratitude goes to **Sara Prandi** (Nexus ER Project Manager) and **Rita Tassoni** (Nexus ER Area Coordinator), who, with dedication and commitment, ensured the successful implementation of the project.

Fiorella Prodi
President
Nexus Emilia Romagna ETS

Abstract

This manual provides a comprehensive and practical guide to social dialogue, industrial relations, and negotiation strategies, specifically tailored for trade union leaders, worker representatives, and institutional actors operating within the framework of promoting decent work and labor rights. The publication is structured into two interconnected parts that bridge theoretical framing with operational practices.

Part I, authored by Fabrizio Pirro (*"The Work Regulation"*), outlines the structural foundations and developments of the field of industrial relations. It introduces the main socio-economic actors - trade unions and employers' associations - and analyzes the dynamics that govern their interactions. Through an examination of the three primary approaches to labor conflict and cooperation, this section explores how bi-lateral (collective bargaining) and tri-lateral (policy-setting) mechanisms function as central arenas for mediating differences and producing shared rules to guarantee fair working conditions.

Part II, authored by Kidane Kibreab (*"Negotiation"*), operationalizes these concepts by focusing on the practical dimension of trade union negotiation. It details the essential

tools, psychological approaches, and strategic frameworks necessary for preparing and conducting successful bargaining sessions. From identifying agenda priorities and assessing enterprise capacities to establishing mutual-gains objectives, this section serves as a step-by-step roadmap. Furthermore, it emphasizes the importance of post-negotiation evaluation and the systematic analysis of agreements to foster continuous learning and long-term organizational capacity for workers' representatives.

Conceived within an international cooperation initiative, this manual stands as a crucial educational and operational resource designed to strengthen social dialogue, enhance workplace safety, and reinforce solid, collaborative industrial relations.

Introduction

The publication of this handbook on social dialogue and decent work in Eritrea represents a significant institutional milestone within the framework of international cooperation. Promoted under the initiative "**Improvement of food security and labour market access in Eritrea**" AID 012848/01/0 funded by the Italian Cooperation, this volume is the scholarly and operational outcome of a structured multi-stakeholder partnership.

Led by Nexus Emilia Romagna ETS, in partnership with ISCOS and Progetto Sud ETS, and in collaboration with CGIL, CISL and UIL, and developed in close coordination with NCEW, this manual embodies a long-term commitment to fostering structural resilience and social cohesion.

As an organization dedicated to international cooperation rooted in the labor movement, Nexus ER ETS operates under the conviction that social dialogue constitutes the primary institutional mechanism for democratic participation, equitable wealth redistribution, and sustainable social governance. In a complex macroeconomic context like Eritrea, where the informal sector accounts for the majority of employment in rural areas, the primary objective of international cooperation shifts from immediate assistance to institutional capacity building. This manual reflects that precise paradigm: it is a technical and normative instrument designed to strengthen the operational capacities of trade union leaders, local labor institutions and civil society organizations, providing them with the theoretical and practical competencies required to manage industrial relations, mitigate labor disputes, and promote decent work standards.

The project within which this manual is contextualized adopts an integrated, multi-sectoral methodology to address the structural vulnerabilities of the country. From the institutional perspective of Nexus ER ETS, enhancing access to the regulated labor market and ensuring food security are inextricably linked vectors of development. Consequently, the intervention couples field-level initiatives - such as the distribution of agricultural inputs, modern equipment, and livestock to young smallholders - with high-level institutional and professional training. By elevating the technical and professional qualifications of the local workforce, the project establishes sustainable alternatives to underemployment and precariousness.

A core methodological pillar of Nexus ER ETS's intervention strategy is the rigorous mainstreaming of cross-cutting issues, specifically gender empowerment and the socio-economic inclusion of persons with disabilities. Given that women represent a fundamental pillar of the Eritrean rural economy and frequently act as the sole heads of households, their active integration into formal economic processes is imperative. Through this project, targeted vocational training and socio-economic support have been specifically directed toward women, ensuring that local social dialogue becomes progressively inclusive and representative of the societal fabric. Within this framework, advancing female leadership within local economic and associative structures is recognized not merely as an ethical requirement, but as a structural prerequisite for sustainable development.

Furthermore, this publication underscores the critical importance of Occupational Health and Safety (OHS) as an unalienable component of decent work. Nexus ER ETS maintains that macroeconomic growth cannot be decoupled from the preservation of workers' physical integrity and human dignity. By establishing a cohort of specialized safety trainers within NCEW and facilitating the strategic distribution of Personal Protective Equipment (PPE) in some of the country's key productive sectors, the initiative instills a systemic culture of risk prevention. This component effectively aligns local labor practices with the fundamental conventions of the International Labour Organization (ILO).

In conclusion, this manual serves as both a technical reference and a formal testament to a shared institutional journey. It consolidates the positive legacy of previous bilateral initiatives, such as the project "Dialoguing, training, negotiating: Labour as an instrument of peace" AID 11604, funded by the Italian Cooperation, and strengthens the international solidarity bridge connecting NCEW with the Italian trade unions CGIL, CISL and UIL.

Part I

The Work Regulation

Fabrizio Pirro

0.
Introduction:
a frame for social dialogue and decent work

The purpose of *social dialogue* is to produce shared *rules* to guarantee *decent work* for all. The regulation of work is in this way the result of a system of forces, everyone pushing in a specific direction for specific interest. The arena of social dialogue is the space for mediating these differences. The frame in which it happens started in Europe from the beginning of 1800's spreading everywhere and has the label of **industrial relations**, *i.e.* the relations generally centred on economic activities.

In this text we show the principal components of this field. We make it organising the text in three parts.

In the *first part* (see section 1.) we consider the *origins* and *developments* of the field of industrial relations, then we draw the three approaches adopted at today for studying and acting in this field. In private companies, the field of industrial relations is often defined in terms of "human resources management", where relationships have an individual form and where dynamics are almost entirely imagined and desired in terms of cooperation, often with the conflict being attributed a pathological nature. At last we show the main differences between industrial relations and human resources management.

In the *second* part (see section 2.) we focus our attention on the main *actors* who play in this field: these are collective actors and are the associations of worker on one side and the associations of employers on the other one. We examine trade unions and employers' associations tracing their history and features.

In the *third* part (see section 3.) we analyse the *dynamics* of relation between these actors. At first, we define the cooperation-conflict *continuum* that typically define every workplace. Then we grasp fully our analysis on the two main manifestations of this continuum: the negotiation and the labour conflict.

Regarding the former we present and explore the fundamental distinction between collective bargaining, a bi-lateral process involving workers and employers' associations (or the state as employer) in regulating employment relationships, and the tri-lateral process of negotiation between workers' and employers' organisations and public bodies, at various levels, with the aim of generating rules for economic and/or social/general policy objectives. It is important to pay attention to the grade of extension of these practices. Not always and not everywhere these conditions are the experience of all the workers. Considering only unionised contexts and union bargaining in the *strict sense* could lead not only to ignoring a growing share of workers, but also to focusing exclusively on certain national contexts, on certain sectors of the economy, on enterprises of certain sizes.

Regarding labour conflict the reasons and methods of conflicts will be explored in depth. Different living and working conditions influence workers' modes of action. Furthermore, the growing importance of economic sectors outside of traditional industry is shaping new conflict patterns that involve previously uninvolved stakeholders.

1.
The field (of study and action) of *industrial relations*

What are "industrial relations"? Have they always existed, or are they historically limited in time? What characterises them? Is there a shared approach considering them, or can a plurality of perspectives be observed?

In this chapter, we answer these questions. First, we present historically origins and institutionalisation of the field (see section 1.1.), useful for the better understand of it. Then we focus on the approaches adopted studying it and acting in it (see section 1.2.), and finally we show the relevant distinction existing between industrial relations and "human resources management" (see section 1.3.).

1.1. Origins and institutionalisation

Before becoming a field of study, industrial relations was and continues to be a field of action in which diverse actors interact, with their interaction that defines the characteristics (contents, times, modes) of the field itself. In this section, we reconstruct the formation of this field of action.

To grasp the origins of the field of industrial relations we must go back in Europe to the second half of the eighteenth century, when social relations profoundly change from previous ones. A sociologist summarised the changes respect a traditional society, based predominantly on agricultural activities:

1. the workplace and the place of life are definitively separated;
2. a large number of people go to a same workplace at the same time;
3. work is increasingly divided/organised among these people.

These changes are based on a new form of social relations: the **wage labour** and lead to a new way of living and working for a living. It is this kind of relationship in labour relations constituent of the field. In case of other kind of work relations, not based on some kind of contractual relationship, we can't have industrial relations. Only in this case the regulation of work is in some way spread between the social actors.

Wage labour relationship is not an absolutely a new employment relationship, but it is now establishing itself as the prevailing one. Its historical novelty lies in the character assumed by the individuals involved, in their worldview and their behaviours, which go beyond the most limited economic context. It is a relationship, therefore not only economic, different both from that between slave and master and that between artisan and shop worker. The wage labour relationship is formally a relationship between two individuals operating within a context of individual freedom. These subjects are interdependent but constitutionally different. On one side, we have the capitalist entrepreneur, a "new" subject because, despite possessing significant wealth, he does not consume it entirely, but consciously and rationally invests part of it in an economic activity. On the other side, we have the worker, "new" because he is formally free to choose whether to accept work under the salary, organisational, and duration conditions offered by the entrepreneur, whom we therefore also call the employer. As mentioned, the two subjects are interdependent, and the presence of one defines the other. Without wishing to invoke any organicist accent, from a semantic point of view, the pairing of the terms "entrepreneur and worker" is intrinsically dialectical, similar, for example, to the terms "father and son" or "husband and wife," in the sense that one subject is connoted only in conjunction with the condition of another: if one is a father, there must be a child, who is obviously such because he has a father; if you are an entrepreneur it is because you have a worker under your employ.

This is a new and different relationship from slave labour, since in the latter case the two subjects are not formally on the same level. The slave is at most housed and fed, but unpaid, regardless of the amount of work performed, but only for the purpose of reproducing his labour capacity. It is also a new and different relationship from artisanal labour, since in this case the two subjects are not formally on the same level too: the shop worker pays for his apprenticeship, receiving room and board for acquiring a skill. In this case too, he is housed, fed, and educated, but unpaid.

In wage labour, the interdependence between the two figures arises from the fact that the entrepreneur, in order to realise his investment, requires the worker's willingness to work; if he were to do so himself, his actions would once again characterise him as an artisan. And the worker's freedom of choice, even if it is mostly merely formal, since it is a choice between poverty and the availability of an income, nevertheless differentiates him from a slave or a worker in a workshop. A further specificity of these relationships is that they are rarely "one to one" from the outset, but much more often "few (entrepreneurs) to many (workers)."

The physical places where this new relationship develops are initially industrial plants in Scotland and England and then throughout the rest of Europe and overseas. Later we find the new relationships in large concentrations of offices too. The deep changes on the economic, social, regulatory, and individual levels resulting from the emergence of this new form of relationship will give rise to widespread, bitter social conflicts, which will pervade the entire nineteenth century and affect all Western societies, and in general all the world spread societies where this kind of relationship is diffused and adopted.

The social conflicts that arise with the spread of wage labour have a very unique character, intrinsically linked both to the asymmetries and the necessity of the wage labour employment relationship. If the relationship is to be maintained, a constant tension between conflict and cooperation emerges. Consequently, the alternatives are either to overcome it or to negotiate forms of cooperation that, while maintaining the diversity of interests, can converge by addressing the most negative effects, thus developing some system for regulating these phenomena. We return further ahead on these core and constitutive questions (see section 3.0.)

Throughout the nineteenth century, with constant economic crises, conflicts would be numerous, of varying intensity and extent, and would characterize the entire century, arising at different times in different contexts according to the level of diffusion and affirmation of the wage labour relationship and its mercantile logic. Gradually, however, conflicts were no longer limited to specific sectors or production areas, and with them, general objectives began to be pursued, culminating in open political opposition over forms of government, including the legitimacy of representative organisations, the length of the working day, and wage levels, as well as contingent demands tied to the specific organisation of work.

These events, to varying degrees and at different times, will also impact government policies and their composition. It is also crucial to note that throughout the century, conflict, which began in a disorganised and spontaneous manner, gradually became organised, thanks in part to the emergence of stable forms of association among workers. Indeed, as we will see when discussing the actors (see section 2.), in all contexts, groups tend to emerge aimed at protecting and representing specific interests in the workplace or the labour market. They arose first on the basis of profession, and later, with the advent of large-scale industry and the standardisation of tasks, became based on the more general status of employee, although, as we will see, these two aspects continued to coexist.

These groups were hindered by every means, but eventually became recognised and legitimised in various ways, including legally, in their existence, presence, and role in representing demands and objectives, thanks in part to the emergence of governments politically more sympathetic to the interests of workers. This will lead to a progressive production of labour regulations, both by state bodies and negotiated by the parties involved: employers and workers.

Conflicts continued to be rife in the twentieth century, but technological advances, the growth in the average size of businesses and administrations, improved organisational capacity and its effects on productivity, and the coordinating power of representative organisations generated a slow and widespread institutionalisation of relations between the parties. This was not homogeneous in all contexts, but sufficiently so as to lead to the consolidation of specific methods and content in defining rules for the workplace, the labour market, and more general relations. Not everyone welcomes regulation, and not all rules are the result of shared decisions. However, a culture and practice slowly consolidate and become established as the majority, albeit with differing goals.

Beyond what happens within individual businesses and organisations, at the government level, rules are also being defined that ultimately create what we now call the welfare state, namely, a set of general guarantees for workers in the event of job loss (unemployment), in the event of loss — temporary or permanent; partial or total — of working capacity (accident, occupational disease, disability), and in the event of seniority (employment pension). In the ongoing tension between conflict and cooperation, roles, procedures, skills, and actual organisations are structured.

The literature shows sufficient convergence in defining industrial relations as, at the same time:

a. the set of *rules* (formal and informal, general or specific, generic or precise) that regulate the employment of workers (wage, hours, and other institutions);
b. the different *methods* (collective bargaining, law, etc.) through which these rules are established or can be interpreted, applied, and modified; methods chosen or accepted by the actors (worker organisations and representatives, employers and their organisations, the state and its specific institutional agencies) who interact in these relations, based on processes in which varying degrees of cooperation and conflict, convergence and antagonism, can be found.

1.2. Three approaches (starting from conflict)

We have previously seen the centrality of conflict in characterising (and shaping) the field of industrial relations, and we will return further ahead on this issue (see section 3.). We have also highlighted the very strong connection between action and study. This is evident in the coexistence of multiple approaches in studying and acting industrial relations. What distinguishes them is precisely the way they view conflicts, from their representation to the reasons given to explain their causes and effects.

Sociologists distinguish three "frames of reference" through which phenomena related to the field of industrial relations are observed. These are obviously theoretical frames and in this way they are inevitably simplification, but at the same time they allow us to effectively outline the different perspectives and their underlying assumptions. We must imagine them as three points along a continuum ranging from cooperation to conflict, around which the most common perspectives for action, but also the various studies, are concentrated. While there is substantial agreement among industrial relations scholars, on the one hand, that the study of industrial relations is the study of social regulation at work and, on the other, on the range of topics to focus on, the perspective adopted leads to attributing different relevance and characterisation to the same topics. We will find these distinctions in the view and actions of the actors too (see section 2.).

The three perspectives are labelled as:

1. unitary;
2. pluralist;
3. critical.

In the *unitary* (or *unitarist*) vision, the enterprise is essentially seen as a family, headed by the entrepreneur, and the interests of the entrepreneur and employees are considered essentially common and shared. Governance decisions are considered the exclusive prerogative of management, which, by acting in the best interests of the enterprise, also acts in the best interests of the workers. Conflict (organised or otherwise) has no reason to exist and must be attributed to management incompetence or interests unrelated to those of the enterprise. Negotiation practices are rejected because they are deemed a waste of time and, above all, a method that can paralyse entrepreneurial initiative and control, ultimately denying management autonomy. Trade unions are therefore considered to represent corporate interests and have no reason to exist. At most, they are tolerated but still considered unnecessary. A unitary vision characterised enterprises in the 19th century and the first decades of the 20th, and some elements of this approach to industrial relations issues are still present today in the attitudes, actions, and expectations of entrepreneurs and managers, typically in small, mostly family-run businesses.

In the *pluralist* vision, the interests of the social partners are considered different but still reconcilable. Therefore, even if conflict is considered physiological, the parties can avoid it through a mutual effort to reconcile, which is always considered desirable and possible without either party feeling defeated. Representative organisations, particularly workers' organisations, are considered legitimate and necessary because they restore competition in the labour market, thus improving the efficiency of the economic system. Attention (and action) is focused solely on the institutionalisation of conflict and on collective bargaining, the instrument through which it is achieved (see section 3.1.). Industrial relations are thus approached and represented from a vantage point anchored in collective bargaining. Conflict (and its most obvious manifestation: the strike) is therefore not criminalised, but neither is it the focus. In essence, bargaining is not seen as a post-conflict destination, but rather as an indispensable starting point before conflict, thus avoiding its most pronounced manifestation. This approach became particularly widespread after the Second World War, when large industrial concentrations and the growing scale of social conflict urgently raised the issue of its institutionalisation. It is the most worldwide adopted.

The third vision, the *critical*, inequalities are considered structural, and conflict is considered the logical and inevitable consequence of this structure. The analysis thus focuses primarily on conflict practices at various levels of organisation and the reasons for conflict, along with the resulting strategies of the actors. Just as the pluralist vision emerges in contrast to the unitary one, the critical vision is characterised by its opposition to the pluralist one. It does not entirely reject the role of bargaining in the latter, but it believes that the bargaining advocated by the pluralists fails to address the relevant knots of the problem, limiting itself to addressing contingent, non-structural aspects.

1.3. Industrial relations are not HRM

As we mentioned when considering negotiation processes, the processes of producing labour-related norms permeate all relationships resulting from the establishment of the wage labour employment relationship. This means that the production of rules resulting from collective bargaining is only one part — often the main one, but not always. Indeed, daily negotiations in the workplace lead to the establishment of informal and formal rules, many of which are contingent, to ensure cooperation and reduce the risk of conflict, regardless of the size of the enterprise. These negotiations concern either the performance of the work in the strict sense or, more broadly, aspects of the working conditions of those performing the work. Obviously, not everything related to the functioning of an enterprise is regulated by collective bargaining, not so much and not only because of the prerogatives of management in running the enterprise, but rather because of the specific market and therefore organisational circumstances in which each enterprise operates, given its specific combination of technology, skills, economic resources, etc. Collective bargaining, in fact, fails to define rules that apply across the board to all companies involved in the negotiation process, for every aspect of their operations. This means that the "internal" labour regulation processes within companies, negotiated in various ways, are the result of negotiations between the specific actors within the enterprise.

In some companies, typically medium to large-sized ones, some of this regulation has taken on a more organised character. It is in this way that "human resources management" has developed and taken shape, with the aim of regulating what are called "internal relations." This approach aims to move beyond the routine management of "personnel" (classifications, salaries, sick leave, working hours, leave, etc.), instead considering all employees as a "resource" to be managed, enhanced, and evaluated, attributing not only economic value but also strategic value if valued. This has produced a veritable corpus of knowledge and practices, and in the most structured cases, it has given rise to organisational functions specialised in addressing these issues. In doing so, it interacts with those who perform the work, almost always individually, thus almost personalising relationships.

It is important to note that, although they may address seemingly similar issues, the dynamics of human resources management and decentralised company bargaining only minimally overlap. Decentralised bargaining remains "collective" bargaining, involving representative structures and affecting the entire enterprise, or, if it concerns only portions of it, never addressing individual cases. Human resources management, on the other hand, more specifically concerns individual relationships between the company and its workers, albeit within a comprehensive framework. Being a managerial function, its explicit objective is to optimise the use of the workforce within the enterprise in terms of costs and outcomes. We could say that human resources management begins where collective bargaining ends, with the former's task of implementing the latter's regulations on the individual workers, depending on the needs of single enterprise. Therefore, it has, or should have, nothing to do with a sort of "individual" bargaining, which companies actually practice only for very specific profiles.

Human resources management acts on the space of flexibility for the company over the use of the workforce within the framework of contractual rules, looking for scope of autonomy over the three aspects characterising the wage labour employment relationship: wages, working hours, and, more broadly, work organisation. While operating from the specific perspective of a company, however, it also participates in the regulation of phenomena that go beyond this specific scope.

Human resources management contributes in particular to the development of rules on four fundamental aspects of the employment relationship as it develops and manifests itself within the company:

- recruitment;
- placement;
- training;
- the specific management of an employee.

These aspects, as we've said, aim to facilitate the internal management of the quantitative and qualitative resources of the workforce. However, the issues addressed are also one of the starting points from which individual companies can develop potential content for collective bargaining.

2.
The actors

In this part we concentrate our attention on the two main collective actors: the associations of workers (the trade unions) and the associations of employers.

2.1. The trade unions

The trade unions as they are today, widespread throughout the world, originated in Scotland and England in the first half of the nineteenth century. They are the result of the progressive transformation of the mutual aid associations, the first forms of organisation established by workers to limit the effects of waged work on their living conditions and on those of their families.

Before the adoption of waged labour relationships, both in industry and in agriculture, employment was regulated on an individual basis. That is, each worker was hired to perform a set amount of work and paid for it until completion. The lack of any form of protection made matters worse in the event of injury or illness. Such situations effectively deprived the worker and his or her family of any income. The same occurred when someone stopped working due to advanced age. In the absence of a public "social security" system capable of supporting workers and their families in the three moments of greatest vulnerability — unemployment, illness, and old age — mutual aid associations began to emerge, an organised form of a growing network of solidarity. Their members, by paying periodic membership fees, built up a fund from which they could draw in times of need for assistance to their members.

The most militant mutual aid associations (in England, those of printers and miners) began to advocate for demands that also concerned working conditions, particularly three "classic" issues: working hours, wages, and workload (or more generally, work organisation). By advancing collective demands on these areas, the various mutual aid associations gradually transformed from defensive to proactive. When, in times of conflict, the associations began to tap into their funds to help striking workers, thus transforming them into resistance funds — to resist "one more minute than the boss" — the associations gradually transformed into what we know today as trade unions.

The trade unions, therefore, originate as more or less organised groups of workers, a collective instrument for advancing demands regarding the quality of work (working conditions and job content), which specifically include pay, working hours, and work organisation. These organisations had a difficult time in their early days.

In the history of all unions, we find the epic phase of quasi-clandestine existence. They were accused by employers of interfering in their decision-making sphere, by free-market ideologues of creating a monopoly on labour by setting its price rather than leaving it to the "free market." Opposed by governments, activists were persecuted, while employers refused to recognise them as their counterparts. The resulting conflicts were bitter, and there were many victims.

In the second half of the nineteenth century, a significant segment of the trade union movement crossed paths with the socialist movement, also playing, in cases such as those in England and Sweden, a significant role in the birth of the local Labour and Socialist parties. While socialist movements have much in common with trade union movements, and in some countries, it was partly thanks to socialist parties that trade unions grew stronger, we must always keep in mind that not all trade union movements are socialist in nature. We are thus faced with two alternative strategic models: the class-based (or general) union and the contractual union. The former aims to overcome the working-class condition and relies primarily on political action, thus using contingent demands only as leverage; the latter pursues the improvement of working-class conditions but without suppressing them. The former is essentially revolutionary, the latter reformist and sees collective bargaining as a useful means to its ends. Rather than considering these two types as two distinct models, it is more useful to imagine them as the extremes of a continuum, along which different trade unions can be positioned according to their orientation (as we show in section 1.2.). This is because trade unions possess a rationality that is above all "adaptive," pursuing the logic of pragmatically seeking first and foremost the quickest and most viable solution to the daily problems posed by working conditions.

This also emerges from the organisational models adopted, which, following what we saw for mutual aid associations, can be professional, territorial, or sectoral, seeking to bring together in a single organisation either a few workers with a specific skill set, or all workers in a specific area, or all workers in a local or more generally national production sector. And as mentioned above, a single trade union can pragmatically adopt multiple models, simultaneously or over time, if they prove effective.

The most widespread organisational model is that of the confederation, that is, the federation of sectoral or professional federations, and the federations in turn function through local structures that usually follow the administrative divisions of the various countries (regions, provinces, counties, etc.). This process has progressively been both a result and a cause of the strengthening of industrial relations systems, due to the growing importance given to collective bargaining, whose "collective" dimension, precisely, is given by the broadest possible representation.

Once the pioneering phase, which occurred at different times but with similar characteristics, was over, a phase of true consolidation and affirmation of trade unions was reached, which transformed them into what we know today: large, complex organisations, distributed across the country, with several thousand members, employees, and a recognised and accepted role both in bargaining with enterprises and, depending on the government, also in designing social policies at the national or local level (as we see at section 3.1.2.).

If we consider the unionisation rate (or *union density*), that is, the share of unionised employees in the total workforce, we certainly observe a decline in unionisation in Western economies, although not at the same density everywhere and with some exceptions. Globally, however, a significant increase in the employed population is also accompanied by a growth in unionisation. This, however, is not a linear process, especially since trade unions (still today) do not have an easy life everywhere.

2.2. The employers' associations

Since each entrepreneur tends to pursue his/her own interests, the other entrepreneurs are more potential competitors than allies. However, there are entrepreneurial objectives that still have a collective dimension and can be pursued jointly. These are *general objectives*, related with two sets of issues, which in association jargon are defined as *economic* and *social*. The first concern the regulation of commercial and competition issues, as trade regulations, tax policy, product standardisation, patent regulation, protection of internal market; the latter concern the corporate issues related to employment in a broadest sense: forming a united front in relations with trade unions, opposing the passage of laws for labour protection and social issues, maintaining relationships with the relevant authorities. It must be said, however, that the two objectives are generally interrelated. Consider, for example, the demands of entrepreneurs who wish to promote their business on the international market not to have overly restrictive employment regulations, or at least not more restrictive than those of their competitors in other countries.

As the trade unions, the first employers' associations emerged in the 19th century in Scotland and England, albeit always a decade or two later than the former. The combined pressure of trade unions and legislators, and the consolidation of collective bargaining practices, has led to specification of the two groups of issues. Initially we may find distinct association for each one of the two issues, but later an internal specialisation within associations is preferred. This option proved to be preferable because it allowed both the separation of the two areas between employers and avoid the negotiations of "economic" issues with trade unions. Originally, they were local in nature, with national-level associations formed later, either by combining local ones or *ex novo*; initially for specific sectors and then also along intersectoral lines. By the 1920s, employers' associations had emerged in all capitalist economies.

The associative life of the early organisations, however, was not easy due to the resistance demonstrated by entrepreneurs to accepting a decision-making logic that involved agreements between entities that operated daily as competitors. However, once the usefulness of associative structures was understood in the practice, the system of associations consolidated and became rooted in the entrepreneurial action. Beginning in the interwar period, a period during which the practice of collective bargaining was strengthened in many countries, employers' associations, accepting (not always willingly) the practice of collective bargaining, became active participants in this process. Furthermore, the growing intervention of government activity in economic matters further strengthened them, making them indispensable interlocutors for representing and protecting entrepreneurial interests. Both as *ad hoc* organisations and as parts of a larger organisation, employers' associations (the "social" associations, i.e., those that operate within the scope of industrial relations) perform a complex series of functions. Scholars summarize their actions in four points:

1. They conduct both negotiations for the stipulation of contracts and routine negotiations on the implementation of agreements already in force;
2. They coordinate the employers' strategy during strikes and lockouts;
3. They provide their members with a wide range of technical, economic, and legal services;
4. They defend the employers' interests *vis-à-vis* the legislative and executive branches of the state and seek to influence public opinion on economic issues in a way favourable to their members.

From the organisational perspective, these associations are more complex than trade unions, and in any case, they do not mirror the latter. This because there are numerous factors of internal differentiation within employers' associations, and they often combine with each other. This aspect is relevant because the proliferation of associations has obvious consequences on negotiating practices, multiplying the number of discussions and outcomes.

We may find countries with a single association representing the entire group of entrepreneurs, and countries in which there is a clear distinction between associations of industrial entrepreneurs, agricultural entrepreneurs, artisans, and commerce entrepreneurs, with different possible combinations of these two extremes. A further vertical differentiation, especially within industrial employers' associations, is sector-based, leading, for example, to trade associations for metalworking, textile, or chemical employers. Sector-specific associations are typically confederated.

Another differentiation, this time horizontal and applicable to all economic activities, is *territorial*, encompassing territories that may be very small or may reproduce, at various levels, the administrative units of state territorial bodies, such as counties, provinces, or regions. As mentioned, the territorial variable, combined with economic activity or the production sector, was the one upon which business associations were originally structured. Today, the territorial dimension is primarily a decentralised organisational dimension, although, given the specific historical and economic characteristics of a country, we may find territorial associations that play a role of national importance in the contractual system (as in the Italian case for some regional industrial associations) or associations that enjoy complete autonomy (as in the United States, in major urban centres).

The picture becomes even more complex when the *size* of the company comes into play. This can lead to the coexistence of associations that do not regulate membership based on size and *ad hoc* associations of small and medium-sized business owners, often sector-specific or more generally economic activity-specific, usually industrial. The latter are created to avoid the excessive decision-making power of large companies, due to their ability to support agreements that could prove nearly impossible for smaller companies to comply with.

Another differentiating factor can be the nature of *ownership*, although today this is much less relevant than in the past. Ownership can be public, private, or cooperative. For a certain period, state ownership of companies, especially industrial ones, expanded, either through nationalisation or through the holding of a majority stake. Today, with the trend toward reducing state participation in economic activities, this presence is mostly limited to maintaining a majority stake in companies considered strategic, such as those in the telecommunications or energy sectors. In the past, the presence of state-owned companies led to the formation of *ad hoc* business associations, while today, entrepreneurs from private or state-owned companies tend to belong to the same association.

Finally, in some countries, *religious* connotations also play a distinctive role, as was the case for many years in the

Netherlands with the distinction between Catholic and Protestant employers' associations, and ethnic connotations, as in Belgium with the distinction between French-speaking Walloons and Flemish-speaking groups.

It must be said, however, that within this highly complex framework, there are also consistent elements. We can mention two: one general in nature, the other more specific but no less important for the dynamics of associations and bargaining specifically. The first is *the limited explicit and declared weight of the political-ideological component*. This does not mean that employers' associations no express ideology, but rather that it is largely focused on the business and its functioning and is expressed almost exclusively by the central federations. The principles they invoke are the classic principles of liberalism: freedom of enterprise, private property, competitive markets, and individual initiative. Any initiative that, in their view, appears to reduce the impact of these factors is criticised and opposed: from public economic interventions to nationalisations, from market regulation to collectivism. A second constant is *the leadership role played in contractual practices by business associations in the metalworking sector*. Despite the objective and symbolic erosion suffered by the sector and by the industrial production as a whole, the significant size of these companies makes their contracts still a point of reference for other companies and sectors.

3.
The dynamics

Daily work activity can be represented as a background hum, occasionally interrupted by sometimes unpredictable outbursts: the outbursts correspond to moments of conflict; the hum corresponds to daily mediation to avoid them. Mediation is the result of constant negotiation on all work-related issues. Conflict, in fact, intrinsic to the asymmetry that characterises the wage labour employment relationship, is neither perpetual, because it would make activity impossible, nor simultaneously absent, because the interests are objectively different.

By its nature, the wage labour employment relationship produces constant tension between the parties involved. The constant tension between the pursuit of different interests and the need to find a balance so that the employment relationship can continue, to achieve profit on the one hand and remuneration on the other, is at the root of the typical forms of industrial relations. These relationships thus arise from the need to manage the ongoing and unavoidable tension in the workplace between the need for cooperation and the pressures for conflict. These, therefore, appear as two extremes of a continuum along which we can position workplace relationships. Indeed, we could say that it is precisely to provide greater predictability to these relationships that more or less institutionalised forms of regulation have developed, in varying ways over time and space. Negotiations can involve only employers and workers or even state administrative bodies at various levels.

The social conflicts that arise with the spread of wage labour have a very unique character, intrinsically linked both to the asymmetries and the necessity of the wage labour employment relationship. If the relationship is to be maintained, a constant tension between conflict and cooperation emerges. Consequently, the alternatives are either to overcome it or to negotiate forms of cooperation that, while maintaining the diversity of interests, can converge by addressing the most negative effects, thus developing some system for regulating these phenomena.

Specifically, if this form of relationship is not renounced or entirely rejected, the conflicts will not be over the continuity of the relationship, since it is necessary for entrepreneurs and the sole source of income for an increasingly growing portion of the population, nor over the modalities of the relationship itself; the conflicts will be over its modalities. Thus, historically, we have moved from the indiscriminate use of the workforce to first restrictions on child labour, then on women's labour, and then generally on aspects that affected all employed workers as a whole. This highlights a further element that characterizes this relationship: the tension between general rules that apply to different groups and more specific rules that apply to groups belonging to specific production sectors, territorial areas, or individual workplaces. Specifically, the conflict/cooperation in the workplace centres around three classes of issues:

1. the amount of pay;
2. the quantity of work to be done, which is expressed in working hours;
3. the methods of carrying out this work, which we can broadly refer to as work organisation.

More generally, other rules would then be established regarding access to the labour market and support in times of crisis. Obviously, all of these issues could generate conflict both individually and together.

In this section we focus on these two dynamics: negotiation (see section 3.1) and conflict (see section 3.2), apparently opposed but, as we will see, in fact strongly interrelated, interacting and reinforcing each other.

3.1. Negotiation

The negotiation process is one of the two dynamics that characterise the work regulation process. While negotiation is generally characterised as a daily process, there are more complex negotiation practices that involve what we have defined as the "main actors" (see section 2.): the trade unions and the employers' associations.

We see that the negotiation practices that lead to regulation are distinguished by their content in two different ways, which, precisely because of the content of the object of regulation, involve different collective actors. These are bargaining, which involves only the associations of workers and employers (or the state as an employer) in regulating the employment relationship: a bi-lateral way of negotiating (see section 3.1.1). In some cases, we may have a negotiation process between organisations representing workers, employers, and public bodies at various levels, a tri-lateral way with the aim of generating rules for economic and/or social policy objectives (see section 3.1.2).

3.1.1. Bi-lateral: the collective bargaining

Workplace bargaining can range from involving a small number of individuals to involving collective representative organisations. As mentioned, when the latter are involved, bargaining concerns the regulation of the work of a large number of people. In these cases, bargaining is referred to as "collective," precisely for the purpose of characterising it as the origin of rules that involve and affect a significant number of workers and enterprises and, as such, presents specific characteristics and content compared to more limited, or even individual, bargaining. This is the most important form of bargaining, so much so that it has become the most studied.

Collective bargaining is the most important tool in industrial relations practice: it mediates and brings together the interests of both parties. The parties meet together at what are called "negotiating tables" to find common solutions to mutual problems (from workers' wage demands to organisational demands from enterprises). The consolidation of the method and scope of bargaining during the twentieth century coincided with the rise of trade unions and the search for fair solutions for all stakeholders, which helped provide effective responses to the demands of workers and enterprises, as well as civilize conflict.

By *bargaining structure*, we mean the set of its components and how they interconnect. The structure of bargaining is the concept that refers to how bargaining activity is concretely organised in all its dimensions and to the various components that the parties use to achieve their objectives.

Considering its *characteristics*, the structure can be:

1. more or less centralised: therefore, coordinated by a small number of people and organisations or distributed across a broader range of actors;
2. simple, when based on a few essential tools, or complex, when structured around a variety of action mechanisms;
3. autonomous, when based largely on the input of both parties, or heteronomous, when developed within the shadow of a broad and incisive legal framework;
4. informal, when largely dependent on the actors' ability to shape it, or more or less significantly institutionalised, when it operates according to well-structured rules accepted by both parties, even if in some cases not formally codified.

Considering its *levels*, that is, the breadth and scope of application of each contractual clause, the "usual" (but still non-mandatory) levels of bargaining are two:

1. the national level (also called the *first level*);
2. the decentralised level (also conventionally referred to as the *second level*).

The ongoing debate in the context of bargaining dynamics concerns the nature and degree of decentralisation in bargaining. Almost all countries have sectoral agreements of varying scope and structure. But their differences are currently mainly linked to the type of decentralisation — more or less strong, more or less institutionalised — enhanced by the various national systems.

The analytical categories used to interpret them have been developed for some time now and serve to highlight the space and autonomy enjoyed by decentralised agreements, relative to national agreements. Decentralisation, viewed with suspicion by many unions, was embraced by enterprises as potentially offering them greater opportunities as a tool to pressure the economies with the aim of strengthening market logic and containing wage pressures.

The picture that emerges, taking into account the original concept and its subsequent additions, therefore sees three main types:

1. *discretionary decentralisation*, in which the company level is exclusive or predominant, and therefore prevails over national control logics;
2. *organised* (or *coordinated*) *decentralisation*, in which the contract and national actors perform a governing and filtering function, managing the quality of decentralisation;

3. *imposed decentralisation*, a decentralisation brought about "from above," by institutions, but which precisely for this reason appears weak in terms of its social roots.

Bargaining is defined as collective when it is implemented by collective organisations of workers and employers. It should be noted that alongside formal and explicit contractual activities, there may be a significant component of informal activity, often useful for improving the functioning of formal rules and which does not involve collective organisations. We can assume that informality occupies a significant place in smaller firms. It seems plausible to assume that in these cases, relationships between workers and employers are more immediate and face-to-face, and therefore it is often easier and more appropriate for everyone to resort to informally defined adjustments. In smaller businesses formal contractual activity is rarer (and therefore fewer contracts are signed), also due to the fact that trade unions often fail to build an effective organised presence in these situations.

Furthermore, it must be taken into account that alongside traditional industrial relations, which take place between collective organisations, internal relations can occur — and indeed occupy a significant space — between the company as an individual actor and workers as individual subjects: mechanisms that develop independently of the collective dimension. Employers emphasize their importance in enabling individual and personal adjustments defined outside the rigidity of collective bargaining agreements.

3.1.2. Tri-lateral: setting rules and policies

Up to this point, we have discussed industrial relations based on collective actors and the role of the two social partners (workers' and employers' organisations). This is, in fact, the founding core of this field. Yet, a defining feature of the economic systems of the last century has been public interventionism, which has had clear implications for negotiation practices. It should be noted that the role of the state has inevitably become intertwined with labour conflicts, wage regulation, and the definition of matters and policies, such as social and employment issues, that impact the scope of industrial relations. For a long historical period, the state and governments intervened primarily as mediators, aiming to bridge the gap between the positions of the two parties. This approach can still prove useful cyclically, to the point of constituting a reserve resource for collective actors.

The state has also intervened with policies to promote unions and industrial relations. In some cases, state policies have shifted, becoming more constraining, if not more restrictive and exclusive, depending on the context and political objectives, but still remaining important.

In addition to all this, however, subsequently, and even concurrently, representatives of political institutions have acted as a "third player" in many disputes and agreements, thus contributing to the creation of a sort of "tri-lateral bargaining." The reason for this change is twofold. In previous situations, in which governments intervened with mediation roles, the issues were the responsibility of both parties: in short, they pertained to their job of regulating labour. This new scenario, however, implies that the issues addressed are broader in scope and involve important public goods that go beyond the purview of social actors: such as the management of wage dynamics on a general scale, inflation control, labour market and employment policies, pensions, and so on. These are issues that are the responsibility of public institutions, but in many countries, they deemed it preferable to address them through the involvement and co-responsibility of the most important interest-representation organisations in the decision-making process. Therefore, when governments choose this path rather than implementing unilateral regulatory mechanisms, they open up and share the public space, which they enter with a decision-making role, or, if you prefer, a co-decisional role, with the most influential private actors: trade unions and employers' associations. That is, the main actors are involved by a third actor, the State in its various forms, to produce, support, and legitimise general decisions regarding economic and social policy, or, more broadly, those that construct more general rules: from labour market regulations to various welfare measures, such as interventions on unemployment or the pension system.

Tri-lateral agreements on various matters between governments and the two social partners are became important and play an important role in integrating decisions on social and economic issues. It is a very specific instrument, clearly distinct from bargaining, which is traditionally used in labour matters.

This is necessary, as the matters it addresses have a broader and more general scope: income policies, social policies, employment and the labour market, among others. We can therefore consider this way of negotiation as a process of joint decision-making on public policies of various kinds, but certainly relevant, which assigns an important role to selected private actors, primarily large social representative organisations.

3.2. Labour conflict

As we have seen, the role and nature of conflict are central themes in the field of industrial relations. Essentially, for all scholars, the very presence of this phenomenon draws attention. It is around how conflict is viewed that the different approaches converge (see section 1.2). We now focus on the forms of labour conflict.

As we have already discussed, employment relationships are based on the wage-labour relationship (see section 1.1). This relationship involves two parties with different roles and conditions and is characterised as an asymmetrical one. Furthermore, although each party pursues their own specific interests, neither can do so independently of the other. We thus find ourselves faced with a relationship in constant redefinition within a framework of tendential stability. Workplaces are consequently characterised by a constant tension between cooperation and conflict, becoming theatres of an irreconcilable but resolvable social conflict. As we already outlined, daily work activity is a background hum and sudden outbursts, with the outbursts corresponding to moments of conflict and the hum to the daily mediation to avoid them.

Labour conflicts manifest themselves in different forms, across time and space. This is partly due to the possibilities afforded by individual country regulations, partly to the conflictual strength of the actors, and partly to differences in the organisation of various jobs and traditions.

From what has been said so far, by the side of the *workers* conflict manifests itself through the suspension of their willingness to perform their work within the terms agreed upon with the employer. Generally, this refusal can be an *individual* or *collective* action. The latter presupposes some form of organisation and typically, but not exclusively, constitutes one of the areas of action of trade unions. Again, generally, conflict can remain hidden or manifest itself explicitly and openly: in this case, refusal to perform the agreed upon performance may or may not result in its performance.

If we combine the two aspects summarised above: the scale of the conflict (which we can simplify as individual or collective) and the performance or non-performance of a performance during the conflict, we obtain four stylised forms of labour conflict.

The first form, *sabotage*, has also historically been the first: it is the silent protest carried out in the workplace by individual workers against conditions deemed unacceptable: typically, the pace of work, but also other aspects. It manifests itself by consciously violating job requirements, for example, slowing down work pace or failing to perform assigned tasks correctly. Therefore, it is implemented without interrupting performance and is predominantly extemporaneous in nature, making it difficult, if not impossible, to bring about positive changes. However, if the reasons for this protest become collective, it can lead to conflicts explicitly centred on grievances. Sabotage should not be confused with what is known as a work-to-rule strike, which manifests itself by performing the job but scrupulously adhering solely to the formal job description.

The second form, *absenteeism*, is also individual, but unlike the first, it manifests itself by interrupting performance. It too was among the first forms of rejection of the new working conditions and time organisation. Since this is an explicit form of individual conflict, it cannot be practiced without penalty of dismissal. It is obvious that the absence involves people who are able to work and not sick. It should be noted here that the recognition of illness as an unwanted condition on the part of the worker, and therefore the right to continue receiving pay during this absence, was achieved thanks to the consolidation of bargaining.

The third form is the classic *strike*, which we have already encountered when discussing trade unions (see section 2.1) and which became the typical form of conflict waged by workers in the twentieth century. Here we can recall that temporary work interruptions in the form of a strike entail the loss of pay, and, as we have seen, being able to sustain these costs has historically been one of the reasons for the birth of trade unions. Generally speaking, however, in labour conflicts, the strength of both parties is measured primarily by their ability to sustain the economic costs of their actions. The strike has been the quintessential form through which labour conflict manifested itself and matured, until to be considered the "principal manifestation" of labour conflict.

The fourth form is *workplace self-management* and implies that work is carried out autonomously by workers, thus eliminating the role of management and ownership. It differs from occupation because, unlike the latter, it involves the performance of work.

Strictly speaking, only collective conflicts are considered labour conflicts, since only these presuppose planning and therefore some form of organisation among workers, whether formal or extensive. However, we wanted to mention the other forms of labour conflict here as well, since it is precisely by channelling individual opposition into collective action that those in conflict express their demands and seek answers. Furthermore, it should be remembered that of the four forms outlined, only the strike is recognised today — and not throughout the world — as a legitimate practice, even if regulated in various ways.

The *employers* and their associations also engage in conflictual practices that can range from dismissal to the permanent closure of the factory or office. The principal method through which employers express their temporary refusal to request work is the *lockout*. With this action, a single employer, or a concerted effort by several employers prevents workers from accessing the workplace, for example by changing the entrance keys or using personnel to prevent entry, with the intent of forcing them to accept the proposed contractual conditions under the threat of a prolonged or permanent loss of pay. The action has nothing to do with picketing, which is instead an action taken by workers to reinforce a strike, among other things to prevent anyone from entering the company and thus obtain the abstention of all workers from work.

Part II

Negotiation

Kibreab Kidane

0. Preface

“Negotiation” as a concept contains great value both in its meaning and the service it renders to a society. That is because human beings live in mutual cooperation and linkage. They are able to perform this function through the means of negotiation and dialogue. Negotiation is a process through which humans in their daily life, especially in the communication with each other, discuss and exchange views to develop a common understanding. If we closely watch the Eritrean society, we come to realize that it is a society which possesses rich experiences and values that have evolved being inherited by many successive generations in the management and solving problems. Negotiation is a hallmark of the Eritrean society manifested in solving land disputes which arise at individual and village levels, including even more serious incidents which involve deaths. Although there have been various customary laws which served at different localities for many years, the magnitude of disputes settled by elders and conciliary committees through negotiation before reaching such customary courts is not to be lightly seen. The peace, stability and tranquillity established within a society by this rich tradition should not be taken lightly either.

Although it is not corroborated by specific research, the conciliatory committee of relatives as a mechanism enshrined by the Eritrean Civil Code as a mandatory initial legal procedure in the settlement of family disputes, the initiatives being taken by people of their free will to address issues that arise in their communities through negotiation are showing progress. It is important to preserve these virtues and enrich them by adding new ones.

Although the above brief description attempted to highlight the virtues present in Eritrean society in the settlement of societal issues, it intends to underscore that it is possible for these values to have an important place in the judicious resolution of labour related disputes arising between workers and employers concerning rights and obligations, as well as other benefits for both sides.

This handbook is prepared in a simplified way so that workers in general, and trade union leaders in particular would make effective use of it in situations that require them to apply negotiation. For the purpose of making it easily understandable, the majority of examples provided are related to the Eritrean context.

Although it contains procedures and methods specifically applicable to negotiations, it is recommended to utilize them drawing upon the rich experience, culture and wisdom. This is because negotiation is expected to transform the negotiating parties from a rigid and stagnant state to a dynamic state in which both parties interact to build healthy labour relations and through that to enhance the economic growth of the Enterprise and the country.

1.
Introduction

This paper is prepared based on the compilation of accumulated tangible experience of the National Confederation of Eritrean Workers (NCEW) in mediating labour-related disputes, training trade union leaders to empower them to conducting dialogue and negotiation, roundtable techniques of building democratic leadership and management styles, as well as incorporating lessons taken from pertinent literature.

The draft version was circulated to base union and federation leaders who made valuable inputs which were incorporated in the finalization of this handbook. The examples presented in this paper are drawn from our tangible experiences. Although it cannot be claimed that it was properly put to use, the experiences that have been forwarded during several events of the past over ten years, including the executive meetings of NCEW. Although it is believed that negotiation can have widespread application in the resolution of diverse social disputes, this is particularly focused on contributing to the resolution of those pertinent to labour relations. It is intended to serve as a reminder to those who possess modest knowledge and a source of new information and as a manual to those who lack such capacities.

As mentioned above, the suggestions forwarded on several occasions served as an inspiration to publish this condensed manual. The contents have been deliberately condensed/abridged considering the possibility to expand them from other literature sources. Acknowledgement is made to the staff members of NCEW central office and trainers for their contribution in many different ways, including sharing their expertise.

2.
Meaning of negotiation: Why it is necessary?

"**Negotiation**" is a topic raised by many writers in different books. It has been given various definitions. A person also conducts negotiation with oneself. In this modern world full of advanced technology, there is a great opportunity to find methods and means which encourage the utilization of negotiation in the process of designing and implementing plans, identifying one's problems and finding solutions. Nonetheless, in line with our primary objective we can define negotiation as follows:

"Negotiation is a process by which two or more persons with initially differing ideas meet to reach at a common understanding and conclusion using discussions." Although they are not endowed with social characteristics and other wealth similar to that of humans, animals do communicate and understand each other in a different way. The administration and manners which exist among bees and ants can be particularly cited out of all animals.

Something that we have to keep in mind is the fact that not all humans are born with Smart capacity to negotiate. However, it is often said that there are people naturally gifted with acuity to negotiate. It is possible to develop our negotiation capacities through training and experience. This paper will help you to develop modest negotiation capacity and thus prepare you to become a competent negotiator.

There is no doubt that a worker has to improve his communication and negotiation capacities in order to have acceptable relationships with himself, work colleagues and immediate superiors. It is important to properly identify the difference of ideas and causes of misunderstanding. It is important to pay attention to the manners of how to apply them to solve problems. This is of paramount importance especially for trade union leaders, who must possess great competence in negotiation skills. The responsibility they shoulder is to properly organize workers and the workplace and to properly address issues pertaining to the rights and obligations of workers and employers, as well as health and safety in workplaces and other matters which arise and thus to solve them in ways that mutually satisfy the two sides and foster a climate of smooth labour relations.

The competence of a union leader in negotiation is revealed in his success or failure to solve the differences between the negotiating parties. Although it may have varying levels, the possession of great negotiation skills is manifest when it enables workers and employer to benefit from smooth relations which induce high productivity and economic growth.

3.
When do union leaders negotiate

Before entering a negotiation platform, any person should properly identify and obtain sufficient information on the points which they intend to negotiate. As negotiators representing workers, union leaders should right from the beginning consult and discuss with their members to get adequate information on the matter being considered for negotiation. After gathering sufficient information, union leaders should hold special meetings among themselves to discuss and become well-informed on the below presented and other matters. They must understand that the negotiation will face immediate difficulties if the following are not properly adhered to.

3.1. Identifying importance of your agenda

It is desirable to have a well-studied agenda. The first thing to be studied is the importance and priority of the agenda and it should be viewed and evaluated against the benefits it brings to your members or party. It should not be exaggerated or far from reality. The probability of its acceptance by the Enterprise should also be taken into consideration.

3.2. Knowing the enterprise's ability to do

It is to be expected that as a trade union leader the issues which you are holding to negotiate on are usually related to rights, occupational health and safety and other benefits. The issues raised may vary in nature from one Enterprise to another, increase or decrease from time to time. Taking this into consideration, one has to assess whether the issue to be negotiated is attainable by the Enterprise or not. It is preferred to decide whether to present it for negotiation or not after making the assessment.

3.2.1. Verification of the enterprise's readiness to negotiate

The existence of a warm and stable labour relationship between employer and employees is not only desirable but the role of the two parties to play active role for its realization is also decisive. The impact which such relationships can have for the success or failure of the negotiation is unquestionable. Although the issues to be negotiated may vary in magnitude, in any case the readiness of the Enterprise to negotiate needs to be studied. This is because it is important to give consideration to the possibility of different matters and conditions to arise as factors influencing your preparation and process of the negotiation. It is important to understand that ensuring there is common ground before requesting for negotiation to take place is essential.

3.2.2. Having a good knowledge of regulations and policies

Although issues may vary according to their magnitude and importance, there is a possibility of handling them legally if they cannot be resolved through negotiation. Taking this possibility into consideration, conducting a study on the regulations and policies which pertain to your issues and agenda is a requisite for making preparations. For instance, if the issue to be negotiated is related to labour, it is necessary to know in advance how the Labour Proclamation and the collective agreement, where they exist, handle the subject matter.

Irrespective of whether the issue pertains an individual or many workers, it is necessary to consult and gather important ideas from the concerned persons. When it is especially desired to have a collective agreement with the Enterprise, it is very important to gather information from your constituent members and other similar enterprises prior to entering into negotiations.

Example:

Let us say that Mr. Solomon's Enterprise had a branch in Assab, besides that of Asmara. Once upon a time the base union in its Asmara based Enterprise requested a collective agreement, which the Enterprise welcomed, expressing its readiness to negotiate. Based on this, negotiations were conducted and concluded with a collective agreement. However, the following gaps were encountered in the collective agreement because the leaders of the base union did not consult and inform their members in Assab of the important points:

1. The issue of the inadequacy of travel leave for Assab-based workers who needed to journey to Asmara to attend urgent matters and which should have been taken into consideration was missed out of the negotiation for collective agreement.
2. The provision of transportation services to the Assab workers who have to travel to the remote workplace located outside the city under the blazing hot conditions was omitted from the contract because it was never raised during negotiations.

3.3. The stages of negotiation

It is evident that the success of negotiation plans relies on the preparation made. The preparations need to be properly identified and worked upon. Although the stages of negotiation may vary, the majority can be grouped into the following three.

1. Preparation
2. Meeting
3. Follow up

3.3.1. Preparation for negotiation

It is fundamental to understand that preparedness for negotiation is the primary stage. Every negotiation meeting requires a lot of preparation. Even if they may be expensive, it is important to prepare all the different essential materials to minimize losses which may occur.

Generally, preparation entails clarifying the content of your negotiation, identifying the parties with whom you negotiate, and mapping out your objectives and strategies. This is because your preparation has a role in the success of the negotiation you conduct. A well-prepared negotiator with clear plans and objectives comes out very successful from the negotiation. This ensures your satisfaction and enables you to take your objectives to higher level of success. Eventually it leads to the strengthening of bilateral relations, creating satisfaction among workers, increase in productivity and economic growth.

In negotiation, a party which makes adequate preparation possesses the capacity to identify the following and others:

- Identifies the earlier mentioned points
- Clarifies his negotiation strategy
- Becomes aware of the attitude of his counterparts towards him
- Identifies the negotiators presented by the other party
- Gets a clear picture about the balance of power between or competence of the two parties
- Identifies the strengths and weaknesses of both parties
- Develops the negotiation tactics to be applied

3.3.2. The negotiation meeting

This is one of the stages in which both parties meet to negotiate following the preparations. It embodies the following:

- It is a stage where debates are conducted, proposals presented and options discussed
- It is a stage in which conclusion of the negotiation is reached where the final terms are clarified to all negotiators, and signing is performed

3.3.3. Follow-up

This is a stage where the implementation of agreements reached is ascertained. It also enables to assess the transpired negotiation process. This helps to learn from past experiences as to why you succeeded or not, and to achieve greater results in future endeavours.

Example:

Mr. Beshirs Enterprise becomes so weakened that it reached a stage where it found it difficult to pay salaries to employees. However, the owner called for a negotiation with the workers' representatives to seek a solution to the problem according to their collective agreement. And they conducted a robust negotiation. The agreement which was reached at the conclusion of their negotiation was:

1. Workers will work to develop the Enterprise without asking for salary increments until it improves from the existing condition.

2. The management and workers will regularly discuss to identify prospects and to take practical measures to develop the Enterprise.
3. Reached an agreement to increase the salaries of workers when the conditions of the Enterprise have improved. The Enterprise was exalted from the crisis and became successful and competitive because both parties worked hard committed to their agreement.

4.
Getting to know one's adversary

Getting to know the other negotiating party is a crucial factor in the process of a negotiation. Before entering into negotiation, you have to take the following into consideration when you assess the interest and capacity of the other negotiating party.

- **Technical capacity:** production assets, innovations and investments made to improve production, vocational skills and training provided to negotiators.
- **Financial conditions:** whether there is debt or not, balance of net profit and other financial situation.
- **Administrative capacity:** work ethics and tactics, management system, effectiveness of implementing agreements, transparency, methods of taking actions and the culture of consensus building.
- **Labour relations:** the relation that exists between workers and employers, handling and solving of complaints, and incentives made to workers.

What is important to understand is that as much as you make efforts to know your adversary, he also strives to know you.

5.
Method of negotiation

The Special characteristics of negotiation can positively or negatively influence its outcome. Based on this idea, the negotiators should take into consideration that the negotiation methods that they choose need to take stock of the special characteristics. This is because the spirit and understanding of the two negotiating parties has important contribution to the success of their objectives, the development of healthy relations between them and the economic growth of the enterprise and the country.

Before entering into negotiation, as a negotiator you have to know that there are different negotiation methods, Studying the following is very essential. Nonetheless, since studying them alone is not sufficient you have to understand how to utilize them. The methods of negotiation are the following:

- **Warm negotiation:** is one which focuses on human relations, understands with open heart, possesses positive attitude, attentively listens and interacts easily with his members and negotiating side.
- **Tough negotiation:** which uses commanding and decisive method only.

- **Logical negotiation:** which makes proper preparation, and utilizes detailed evidence and explanations.
- **Creative negotiation:** Which focuses on general perception, forward looking for change, and easily generates ideas.
- **Deal-maker:** which is influential and convincing, easily sees alternatives, makes quick decisions and takes advantage of the negotiation process.

The above-mentioned methods of negotiation should be used according to the objectives you have drawn and taking into consideration their timely relevance to use. However, intelligence and caution are required in their use.

Example:

Let us say that Mrs. Lemlems Enterprise in Massawa is managed by Mr. Semere. There is a trade union and a collective agreement in the enterprise. The request presented by the trade union leaders for salary increment and hardship allowance was tried to be addressed by negotiation. But it could not be resolved. The negotiation reached a dead end when the manager said that the issue should be taken to the court and let the law give its verdict. When the negotiators could not reach an amicable agreement at the Labour Conciliation Branch the matter was referred to the Labour Arbitration Board. It was ruled that the matter should be settled according to the provisions of the Collective Agreement.

The negotiation was not successful from the start until the end because the manager chose the "**Tough negotiation**" of commander and subordinate approach. The impact of the wasted time and efforts on the enterprise's economy and morale of employees, as well as the negative labour relations is not to be lightly taken.

6.
Capacity of negotiators

The relative power of negotiators may be influenced by different factors. And in negotiations there are two forces which play important roles. These are capacity of the Enterprise and individual capacity.

6.1. Enterprise capacity

At the level of the Enterprise the following are among the capacities which can be mentioned as having different types of force and impact:

- **Financial capacity:** financial sources and their impact on the negotiation conducted.
- **Organizational capacity:** the power to organize its human resource and plans, the necessary facilities and their influence on the negotiation process.
- **Time utilization capacity:** A negotiator who has sufficient time and utilizes the available time properly has greater possibility for success.

- **Motivating capacity:** It is possible for both sides to offer motivating awards.
- **Alternative-preparing capacity:** One has to have alternatives in order to succeed in a negotiation. Such alternatives are essential because they have big impacts on the negotiation. Making prior identification of alternatives helps you come out successful from the negotiation.

Examples:

- we will cease the concession we previously made if our demand is not met
- we will reduce production without stopping work if our demand is not met
- we will make our workers do so much free volunteer work if our proposal is accepted
- we will make such concessions in order for our demands to be implemented
- etc.

6.2. Individual capacity

The capacity to convince or power to convince originates from the personal character of individuals manifested in negotiations. Different personal powers may be revealed during negotiations. There is a possibility that these capacities can be disclosed from both negotiating parties. One has to be able to identify the personal capacities and characters of the counter negotiators. It will equally be important to identify and know how to utilize the power of your side. The following kinds of personal powers can be mentioned:

- **Position power:** Position power relies on the level of the responsibility or authority you occupy. The responsibility you have gives you the advantage to decide and act. And this directly or indirectly influences the negotiation.
- **Expert power:** Depends on knwledge, that means different fields of science related to technical or other vocations.
- **Information power:** related to having enough information on the issue which you are prepared to negotiate and other associated matters.
- **Disruptive power:** which stops the negotiation or creates disorder and misunderstanding.
- **Power of attraction and persuasion:** depends on ability and competence to lead, the acceptability and influence of the ideas you present, the intimacy of relationship and acceptance you have with people and influencing communication skills.

The utilization of the above mentioned and other personal capacities requires great care. It is also necessary to remember that even the disruptive power can be an important tool if you know when and how to utilize it.

Example:

Mr. Asmelash owns an Enterprise which employs 120 workers. It is a short time since a trade union has been formed there. However, the Enterprise has been weakened because its owner could not become competitive, despite his ability. Mr. Asmelash observed this and decided to negotiate through his representatives with the workers to identify the problem. After elucidating in the negotiation that there were problems in the quality of the products and in the market distribution mechanisms they came up with a common strategy and seriously worked to address them. As a result, in a less than a year they achieved visible changes. We can say that achievement is due to the owner's charisma and persuasive capacity.

Although it may arise because of the a lack of proper preparation or capacity on your part, the following general weaknesses may be observed in negotiations even when you are fully prepared and the capacity of your side is perfect.

- Underestimation of your capacity
- Overestimation of your capacity
- Imagining that your counter negotiator is aware of your weakness or problems
- Presuming that your counter negotiator is in much stronger position
- Not knowing the problems of your adversary or wanting to meet your demands

7.
Objectives and tactics of negotiation

We should not forget that negotiation has objectives to realize. Concurrently, it is important to have and prepare tactics that help you attain your objectives. These are inseparable main tools that lead you to victory. This can be briefly shown as follows.

7.1. Clarifying your objectives

Before attending a negotiation, you have to know in advance why you are entering a negotiation, what you want to achieve by way of negotiation, and which are the points you have to negotiate. And the objectives of the negotiation have to be put with clear measurable result indicators.

7.2. Goal setting

In a negotiation, it is not enough to know only about what you want to negotiate. You have to identify the level of distribution and limits of the points you intend to negotiate. The goals of the negotiation must necessarily be clear. Therefore, it is important to ascertain the following:

- **Relevance:** should be realistic and supportive to the objectives of the negotiation.
- **Big goals but with great probability of success:** When your demand is very high it can lead to frustration. And when it is set much below expectation it may fall below your expectation or lead to failure. So, it is important to have a proper understanding of the possibility of not succeeding inherent in both extremes.
- **Clear:** as much as possible it has to be clear which avoids ambiguity.
- **Measurable:** must be expressed in terms of indicators with concrete verifiable measurements**.**
- **Fairness:** it is preferred to be based on reality.

Two alternatives must be present when we prepare for negotiation. They are the highest and the lowest.

7.2.1. Highest goal

This goal is the primary goal you want to achieve. However, the probability to attain fully may be difficult. This is because your negotiating counterpart can challenge you. Therefore, your goal should be realistic which is not based on emotions.

7.2.2. Lowest but also acceptable goal

This alternative is a course which negotiators should take as the last resort. And it must be acceptable to the proposer party. Another alternative may be possible to take if the negotiation cannot be solved by the lowest proposal.

Example:

The trade union in Mr. Osman's Enterprise had excellent relation with the manager. They work with a common understanding on many points. The Enterprise has good income. And the workers do their Jobs with discipline. Based on this premise, at the event of renewal of their collective agreement, the workers presented a 100% of their medical expenses to be covered by the Enterprise as the prime goal. Nevertheless, they contingently held as a last alternative to go as low as 70%. In the subsequent lengthy negotiations they conducted an agreement was eventually reached for the Enterprise to cover 85%. Therefore, even though the worker's union did not succeed to get the highest option, it can be claimed that it conducted a successful negotiation which obtained it 15% higher than its lowest contingent target.

7.3. Developing negotiation tactics

The information which you gather during preparation for negotiation is very important to help you identify your tactics.

In the development of tactics taking serious decision is required. To mention some of the interesting points:

- Mutual victory: the victory of one side is a loss of the other side
- Deciding the origin of one's idea or one's viewpoint
- Are you going to declare your views or otherwise
- The arrangement of the issues to be negotiated
- Tactics which you apply to persuade your counter negotiator
- Deciding who will be a member of your negotiating team
- Deciding the place where the negotiation will take place
- Deciding the time and duration of the negotiation
- Although there must be transparency between workers and employers, it is important to keep contingent ideas for any unexpected changes which may arise

7.3.1. Mutual victory or victory of one side

One of the main features of decision taken during negotiation is either for mutual benefit or the benefit of one and the loss of the other. Mutual benefit is a method whereby each of the negotiating parties gets shared benefits. But the benefit of one and loss of the other is a result of a method in which one wins at the cost of the other.

A method in which both negotiators benefit is generally desirable. This is because both will either work together or will have relationship in other forms. On the other hand, it is possible to apply a method which only serves your own interest if you think that you will not return to your negotiating counterpart.

Therefore, the method which gives mutual benefit is desirable for a long-term contract and relationships. Even if the negotiation is a short-term one, the mutual benefit method is preferred when you think that you will need to call back on him at another time. Based on this principle, and realizing that the Enterprise and workers are inseparable entities, care must be taken to give due attention to the negotiation method they adopt to ensure the mutual growth and benefit of both the workers and the Enterprise.

Example:

Mr. Abel's Enterprise is located in a place where hardship allowance is an entitlement. And according to their collective agreement workers are paid 30% hardship allowance. But Mr. Abel started to pay extra 15% allowance, in the name of livelihood support, to five workers who are assigned to important posts. Because this payment did not apply equally to all workers the trade union filed a complaint of discrimination. This case was taken to court. Since it had to be tried by conciliation before presenting it for a legal decision, a strong negotiation was conducted between the contenders. Eventually, it was concluded by a mutual victory in which the Enterprise agreed to raise the 30% hardship allowance to 40% and the remaining 5% to be added to the salary of the five workers.

7.3.2. Deciding your basic demand or standpoint

In accordance with your objectives, you have to have basic negotiating ideas for each of the issues which you need to negotiate. It is also important to decide how far you can pursue each of your negotiating points.

Example:

The decisions you make on your standpoint in one subject matter could be the start to the best or close to the ultimate objective. Such kind of a movement can emerge in very limited conditions. On the other hand, your starting idea may turn out to be far from the objectives you want to achieve when the things which you want become not so much interesting.

7.3.3. Disclosing or not disclosing your basic ideas

Another question which deserves due consideration and attention is whether to disclose or not your ideas or proposals to your counter negotiating party before appearing for negotiation. It is therefore, important to know why, for what purpose and when you can utilize these two important factors. In short, they can be viewed as follows.

7.3.3.1. Not disclosing your ideas

Not disclosing one's ideas in advance to the other party is the preferred method when you possess the power of negotiation or influence of credibility. For instance, you may need to wait to know beforehand the proposal of your adversary. Since the proposal of your counterpart may be beyond your imagination it is preferable to wait to listen and calibrate how important his version is before disclosing your ideas.

When your proposal has not received additional supportive information from a third party, it is preferred not to disclose your ideas ahead. Nevertheless, if you are not clear of what you will benefit from the negotiation, it is advisable to go back to making preparation before proceeding for negotiation.

7.3.3.2. Disclosing your ideas

You can forward your proposal in advance if you have captured enough and supportive information in your hand. At the same time, you can disclose, even the minimum demands if you have very open and trust worthy relationship with your counter negotiator. Since this is beneficial to both sides, it is preferrable to utilize it. Indeed, it has decisive role in the development of stronger relations between the two parties and productivity.

Example:

There is an enterprise with 80 workers. The capacity of this Enterprise to act is high. And its relationship with workers is based on transparency and mutual respect. The trade union requested the Enterprise to establish a collective agreement. The Enterprise on its part expressed its goodwill and readiness. It thus informed the trade union to prepare a draft which it considers reasonable. The trade union prepared one and presented it for negotiation. The trade union presented the prepared proposal to the owner of the Enterprise in advance because it had full confidence in him. On his part, the owner reviewed and improved it. **This shows us that this was based on the mutual trust and consideration which exists.**

7.3.3. Arranging issues you prepared for negotiation

It is important to arrange points in the order of their ranking. This is because we can effect positive development to happen if we deal first with the easier issues before embarking on the challenging ones.

In any event, you need to prepare a draft agenda before entering a negotiation forum. Doing so shows that you can influence. That is because the points you have entered in your agenda are those which you considered important.

However, it is preferred for a clever negotiator to show flexibility and not take a rigid stance on the proposed agenda. It is always important to remember to take into consideration the demands of the other side negotiator. In addition, you need to have your own reminders extra to the points of the formal draft agenda. That is because it will serve for the following:

- It reminds you of your options, and make you become aligned with the development of the negotiation.
- It helps you follow up how the negotiation is developing and watch every step of the stage you reach at.

7.3.4. Utilization of persuasive tactics

The persuasive tactics you utilize can be based on the nature of the issues about which you negotiate, as well as the tactics applied by the other negotiators. The following persuasion tools can be mentioned:

- Emotion
- Logical/realistic
- Bargain
- Compromise or midway
- Threat

7.3.4.1. Emotional way of persuasion

The expression of emotions and understanding by the negotiating counterpart can have a positive role in your favour in order to reach at a fundamental understanding. However, it is important to understand that you cannot come out victorious from all circumstances which may arise. Remember that:

- Emotional way should not be opposite the reality
- Emotional method if improperly utilized can amplify the magnitude of the bargain
- Utilization of exaggerated emotions can be counter productive

7.3.4.2. Logical or realistic persuasion

This method of persuasion is a process whereby you influence or convince the other side by presenting logical arguments supported by tangible evidence. However, the main problem arises when people become irrational in their utilization of logical truths. Therefore, the possibility for the two sides to have a common understanding on logical persuasion is very narrow. Points which need to be taken into consideration in this method are:

- Don't dilute your arguments by too many logical instances. Remember that you have to handle them in manners which are simple and which carry influential information.
- Don't attempt to utilize logical persuasion with someone who cannot completely understand you.
- Refrain from hastily asking question why it is and why it isn't? The reason is because you may encounter negating ideas instead of important ideas.

7.3.4.3. Bargaining

Bargaining is an exchange of concessions made for the sake of the success of the negotiation. In most negotiations bargaining is a basic thing. It also helps you to map out what concession you have to make.

During bargaining remember the following points:

- Try to give lower cost than what you expect to gain.
- Don't quickly reveal your end goal.
- Make your forward move gradually. Try to express any concession you get with admiration.

Example:

It is a well-to-do Enterprise with 500 employees. The Enterprise operates in three shifts without a break because it does not lack raw materials and its products have good market demand. It also has a strong trade union. Based on earlier understanding they had reached to renew their collective agreement, both parties sat for negotiation. The collective agreement they had had only provisions concerning bonus, but not salary increments. The trade unions went to the negotiation having had already assessed and reached an understanding that the annual salary increment is more beneficial and motivating for workers to produce better quality products. Since bonus was already included and implemented according to the collective agreement they entered the negotiation deciding to take up only the increment of salary. In conclusion the side of the Enterprise understood the interest of the workers and accepted to make salary increments, in addition to the bonus, inasmuch as the Enterprise's capacity allows. And that motivated the workers to produce more.

7.3.4.4. Making concessions or meeting at the midway

Taking a midway agreement is narrowing the gap and bringing about solutions through both sides making concessions.

Things to remember when midway agreement is preferred:

- Midway agreement is preferably taken when other options do not succeed. But it should not be entered in a rush.
- Consider that the probability of reaching an agreement is not only 50/50.
- Take into account that midway agreement can serve the benefit of the side that has the upper hand.
- It is important to know that a body which demands a midway agreement is likely to accept the other sides standpoint.

Example:

20 members of a base union quit the Enterprise due to a work slowdown. Since the reason for their resignation was acceptable there was no severance payment to be claimed. However, the trade union leaders thought that on top of what they were rightfully entitled the workers must be paid something. They then requested a negotiation on the matter with the Enterprise. The side of the enterprised expressed its willingness and sat down for negotiation. The trade union presented a demand for the workers to be assisted with five months' salaries to seek Jobs. After long bargaining and negotiations an agreement to pay them two months' salaries was reached. Since there was nothing to force the Enterprise it had the possibility to fully reject it. Thus the obtained solution was a success to the union and its members, at the same time it gives morale to those who did not quit and makes them feel secure and become more productive.

7.3.4.5. Negotiation with threat

Sometimes there is a possibility for the ways which you intended to serve to create an understanding to lead to minor misunderstandings. This can lead to hopelessness. And as a result, it leads to intimidation and threat in order to influence the other side. However, following are points which need to be remembered:

- Threat should be taken as a final option
- Threat in a negotiation includes statements such as, "If you don't do this we will show you what we can do"

- Take indirect measures of threat instead of making direct intimidation
- Threats which you apply should not be directed at the individual
- Avoid making threat for matters which you don't bear responsibility

The persuasive tactics as the hitherto mentioned are, since employers and employees co-exist for a long time, it is advisable that the tactics they utilize be most of the time based on considerate manners, bargaining and making concessions.

7.4. Tactics of negotiation

During negotiations, you need to prepare tactics which are useful for the methods of your negotiation. However, tactics are not themselves an end. They should be helpful to develop the negotiation and lead to success. Don't forget that tactics are very useful. However, be careful not to use them excessively. Some of the tactics which need to be considered are:

- **Silence:** Silence can cause pressure on other party. When you ask a question you need to wait until you get a proper answer.
- **Repetition:** If you present one thing repetitively it is possible that the other party may believe or accept it.
- **Break:** If the negotiation is not effective, or the other side brings up something you did not expect, it is important to request for a recess. This helps you to hold a meeting within your party to discuss how to proceed with the negotiation.

- **Divisiveness:** This method helps you cause division among the members of the counter negotiators, and it may be possible by putting questions to the individual members, and especially by identifying main negotiator.
- **Raising your demand:** This approach may resemble like a threat. For example, using a threat that says we will return to our initial standpoint if you do not move higher than this.
- **Supplemental:** This kind of tactic is utilized by one side when the other party reaches at a conclusion to move to another topic. For example, adding by saying, "we seem to be approaching a conclusion on this point; however, there is one more point which we need to discuss." There may be many other tactics in addition to those mentioned above.

7.5. The negotiating team

Deciding the composition of members of a negotiating team is one of the main tactics. Who should be in the negotiating team depends on the importance and depth of the negotiation, as well as the required kind of expertise and experience. Another thing which should be given consideration is the knowledge of who the members of the adversary team are, including their expertise, experience and responsivities. The roles of each member of negotiation team is preferred to depend on the following points:

- **Team leader:** who leads the negotiation team and takes decisions.
- **Professional support:** who has diverse professional capacity (especially related to the topic being negotiated).
- **Secretary:** who keeps minutes of the negotiation and presents excerpts of it.
- **Observer:** one who does not talk much, and plays important role by watching the physical and spoken expressions and views of the other party.

This does not mean that all of these positions are necessarily filled by each person. They can be shared among them if the negotiators are fewer. When found necessary, the negotiation team may include a person with professional competence who can serve as an adviser but does not have a voice to express his views like the negotiators.

7.5.1. Requirement to be satisfied by team members

The responsibilities which team members assume are not to be taken lightly in the context of the capacities of their adversaries and other challenges encountered, on the one hand, and their aspiration to win on the other. Taking this into account, therefore, team members need to satisfy the following:
- Ensure that they participate in the process of refining one's objectives and understand the objectives right from the beginning.
- Have clear perception on the negotiation objectives and readiness to work together persistently.

- Have to be who consider themselves as owners of their task and take initiatives to realize the objectives of the negotiation.
- Have to possess respective objectives and tasks on the content of the negotiation.
- Conduct informal meetings to exchange ideas among each other.
- Who feel the freedom to constructively correct each other to strengthen the team.
- Who work collectively to identify the reasons and find solutions to misunderstandings which arise in the negotiation.
- Admit the contribution of each member, and take collective responsibility for mistakes encountered, instead of putting the blame on an individual.

It has to be confirmed that all members participated in the preparation for the negotiation and that all understood and will make contribution. The same applies for the other stages. It is desirable for the team leader, as much as possible, to decide what each team member should speak inside the negotiation.

7.6. Location of negotiation

A place of negotiation with good location and facilities does not only positively influence and motivate negotiators, but it also plays an important role. Taking into consideration some practical detail on where negotiation should take place is necessary. When the possibility to get a negotiating place exists, one has to consider the one which serves to the advantage of its team. For instance:

- A place where team members can get access to professional files and information.
- Takes into account the involved cost of expenditure.

The hosting party should consider to prepare different writing equipment and other facilities needed for discussions.

7.7. Duration and time limit of negotiation

It is possible to control the time of a negotiation. When possible try to make it to your advantage. Since they can cause delays in the negotiation pay attention to festivals, holiday and other special events. The time allocated should be sufficient to conclude the negotiation. Since the negotiation can become complicated and full of difficult discussion, the allocated time need to take such incidents into consideration.

7.7.1. Keeping a contingency time

In addition to the allocated time, you need to consider that unexpected things can arise from others during negotiation. You need to agree among your team what to do or say when such incidents arise.

8.
Phases of negotiation

These phases are those where the two negotiating parties meet after making their respective preparations. It is a stage where you move to push your preparation and objectives to fruition. Planning and mapping out your strategy are crucial. However, they alone cannot take you to victory. Negotiation is itself an event which needs careful adjustment and handling. The negotiation meetings can be classified into the following phases:

- Opening phase
- Exploratory phase
- Proposal phase
- Negotiation phase
- Agreement/Disparity phase

8.1. Opening phase

You have to respect time when you participate in a negotiation. If not, you will fall under the observation of other. If you are the host of the negotiation, it is important that you host in an impressive manner. Show respect, be humble and create a good environment convenient for the continuation of the negotiation. Prepare recreational materials and create a relaxed atmosphere for a smooth negotiation to take place.

It is possible to prepare an agreeable agenda and distribute it to participants in advance. However, you shouldn't talk about your issue before you prepare your agenda. The spirit of negotiation proceeds in accordance with the agenda. If the two sides come with respective prepared agenda, a common agenda is extracted from the both.

An agenda is an essential thing for a negotiation. When challenging issues are encountered during negotiation, skip them (to return to them later) and continue with the rest. Once an agenda is agreed upon, it is important to agree on the time frame and issues you have to cover in that.

The following are the do's and don'ts of the opening session.

8.1.1. Things to do

- If you are the host you have to warmly welcome and respect your guests
- Make sure that you have prepared attractive things
- Know the responsibility which your counter negotiators shoulder
- Be humane as a person, but firm in objectives

8.1.2. Things not to do

- Don’t be unrealistically demanding or asking
- Don’t put preconditions
- Don’t underestimate the other side
- Don’t disclose issues before agreeing on the agenda

8.2. Exploratory phase

This phase is when both of the negotiating parties investigate the attention and understanding of the different issues which they are prepared to negotiate. This helps to get to information which may have been forgotten, to prepare questions and to get options from new information. It also enables you to explore your observations about your counter negotiator’s readiness to negotiate and capacity to make a deal.

Points which have to be understood at this phase:

- Explore talking topics of common ground.
- Identify their interest, profits and expectation, raise questions such as what, why and how?
- Clarify the attention and speculation of your team and negotiating counterparts.
- Listen attentively to what your negotiating counterpart answer, and questions and ideas forward.
- Seriously see their desire and interests.

8.3. Proposal preparatory phase

The next phase of the negotiation process is preparation of proposal. You have to decide, if you have already prepared your negotiation proposal, whether to put it on the table or not. In case you decide to put it, your proposal must necessarily be put clearly.

Your negotiating counterpart may have put its proposal ahead of you. If you don't have complete information which helps the proposal you prepared, ask your counterpart to present you a summary of the important points of their proposal. This will help you revisit your proposal and get a better advantage to insert important points and create a better negotiating opportunity.

Things to remember to introduce new options and opportunities in this phase:

- Summarize the negotiation which is conducted orderly
- Connect different things
- Structure the ideas and opinion presented
- Pose questions to clarify points presented
- Take adequate notes
- As may be necessary, ask for recess to look for options

Things which should be avoided as much as possible in this phase:

- Hurrying to stick to your proposal
- Hurrying to oppose your negotiating counterpart's proposal
- Using irritating or annoying words

8.4. Negotiation phase

This is the phase which immediately follows the proposal phase. Since there is not much work between them, it is not easy to differentiate them. If both parties closely agree in the proposal phase the negotiation phase can be shortened. The basic laws for the negotiation phase are the following:

- Always prepare the concession are willing to make "(If I do this you do that)"
- Try to offer something which has less values for you but interests the other side
- Pay attention to all points, as much as possible try to connect them
- Try to make minor concessions, instead of losing big and important demands

You have always to register what concessions you made in which topic. If this is not done it will be difficult at the end to trace what you agreed.

Issues that have to be avoided during negotiation:

- Bringing in new issues
- Making unplanned concessions
- Showing dominance which damage your objectives

8.5. Agreement phase

This is the phase in which you reach at the final agreement. In this phase the points of agreement must be registered in a distilled and clear way. The agreement needs to clearly specify the time of implementation.

It has to be remembered the agreement phase is not the last, but the beginning of a work relation. The following are points which should and shouldn't be done during the negotiation phase.

8.5.1. Things to do

- Closely watch gestures of your counterpart
- Ensure that all questions have been answered
- Understand the limited questions which the other party wants to reopen for negotiation
- Make a joint closing statement to conclude a negotiation
- Ensure that your counterpart has the authority to make decisions
- Make input in the preparation of an agreement document

8.5.2. Things not to do

- Force the negotiation to be the final test
- Hastily renounce the differences which encounter
- Offer or ask for additional concessions
- Unless they do only something unusual, don't forget that the agreement was good.

You can see that the agreement was mutually beneficial. It is only such an agreement which entrusts with the responsibility for its execution.

8.6. Asking and listening to questions

8.6.1. Method of presenting questions

Presenting questions pertinent to basic issues throughout the negotiation meeting is an ingenious tactic. As necessary, it is possible to utilize from the different kinds of questions. To mention some:

- **Obvious questions:** Information is vital in any negotiation. Obvious questions are helpful in making preparations. Obvious questions are such as ***who, why, what, how, when, where***? Answers to such questions are not limited to "Yes or No" type of concise responses only. Depending on their contents, they can demand detailed answers. Such types of questions are useful to apply during the opening and investigation stages.
- **Concealed questions:** Such questions demand "**Yes** or **No**" responses. Such questions are useful to get certain truths or to clarify certain conditions. They are also useful to ascertain what you have agreed and to refine it. Yet, care must be made in utilizing them not to spoil the opportunity of using them or provoking a firm standpoint.
- **Detailed questions:** Detailed questions are often presented to clarify points and to get in-depth information utilizing usual obvious questions. Detailed questions are useful to pressurize the other side. But you have to expect that you will receive a lot of answers. Most of the time, the other side gives answers to only one of the several questions.

- **Multiple questions:** Multiple questions raise connected factual questions loaded in one. For instance, how do you verify it? (salary increment, implementation of plan, insurance, health, etc.).
- **Guiding/indicative questions:** Guiding questions inherently indicate the answer which you anticipate or guess. The answer is mostly "Yes" or "No".

Example:

- Is there a problem to get health service?
- Has three years elapsed since we didn't get salary increment?

Make use of guiding questions to induce your questions receive acceptance.

Hypothetical question: These are questions used to induce your counterpart to come up with new ideas on issues which could not be resolved due to contention. They open opportunities for more discussion. But the discussion needs readiness of each party.

Example:

- What can be done when such incident happens?
- What do you think if we extended our work contract for another three years?
- What do you think if web ring safety equipment only from so and so?

8.6.2. The art of active listening

The important factor to communicate in any negotiation conducted face to face or via telephone is the ability to attentively listen. It is not only hearing what the other side is saying, but also understanding what they mean. Despite pricking up their ears some people do not grasp anything. They prompt themselves to speak without knowing whether the other person has finished his speech. The best thing is to listen to the speech of others with concentration. The crux of the art is how to encourage him to speak more and anxiously listen and be able to acquire important knowledge and information. It is also important to know that your actions also send positive message to the speaking person.

If the other side recognizes that you are listening to him very well, it will enable the negotiation to proceed in a positive spirit starting from the beginning, and the ideas you present to be met with open mind and bright face by the other side.

The following are helpful for becoming an active listener:

- By interrupting the speech allow them to forward additional ideas or opinion.
- Pay attention to the ideas they say.
- Don't interrupt when they express their ideas or don't answer in retrospect.
- Try to understand the ideas which they give weight to.
- Don't hurry to conclude before an issue becomes mature.

8.6.3. Body language

Any communication is made up of three parts. They are:

- What we say?
- How we say?
- What is our posture when we speak?

As several studies indicate, the words we utter occupy a small fraction of all our communications. The following is how we say or speak. Out of what we say, the posture of our body takes up the biggest magnitude. We understand that when we communicate the words we say make up 10%, how we say or speak 30% and how we pose makes up 60%.

These adjectives, ***sharp, open, interested, humane, irritable, etc.*** may explain someone's character. Therefore, the posture and manners of saying bear importance in your ability to negotiate. Our body language is an important reflection of our image. It is also helpful to understand the feelings and characters of your counterpart during negotiations.

8.7. Negotiation with foreigners

8.7.1. Cultural aspect

Culture is something which is difficult to define in general terms. Since culture itself embraces a lot each of them can have different descriptions and comprehension. Relatively speaking, it is expected to be more commonly shared in one country. But every person is also unique. And it is not possible to find the same perception or understanding of everything.

A certain behaviour may be given different meanings in different cultures. This can lead to critical misunderstandings. As a negotiator you have to take these effects into consideration. Many instances of misunderstanding caused by cultural differences can be cited. Some of them are given below. We need to understand them properly because they can be useful for when cultural differences are encountered.

- Close relations and trust: this can develop over time and can lead to good understanding
- Knowing the ranks and background of the persons participating in the negotiation
- Take in account the criteria which you use in the selection of the members of your negotiating team
- Be aware of the importance of individual and team unity and harmony
- The authority conferred on the negotiators
- The importance of diplomatic protocols and degree of relationship (greeting, addressing by title, calling by name, etc.)
- Importance of social relationships (besides the benefits you negotiate about, exchanging talks where everyone acquaints with the other)
- Importance of invitations and recreation
- Importance of dressing protocols
- The sitting arrangement of negotiators during discussion, the distance between each other and role of bodily touches

- Different facial expressions and body language
- The different meanings words carry/convey
- Importance of having detailed information
- Importance of regulations and procedures
- Capacity to comprehend, accepting the presence of differences
- How emotions are taken, and acceptable emotions
- Time when silence becomes acceptable or not acceptable
- Condition for taking risks
- Negotiating and making concessions

Negotiations with foreigners offer you the opportunity to learn about the culture of the country and other things related to trade and labour. Things which have to be remembered in negotiations with negotiators from a different culture:

- Avoid assuming that your own cultural norms apply to the individual with whom you are negotiating.
- Refrain from making prejudices.
- Use simple language, talk calmly and ensure mutual understanding.
- While speaking, refrain from making unnecessary signals and physical movements, watch your counterpart negotiator's behaviour.

8.7.2. Language

The problem which commonly appears when negotiating with foreigners is the language difference. The following information needs to be remembered:

When you use your language:

- Use a language which the person negotiating with you can easily understand.
- Don’t take it for granted that the other side negotiator is well versed in the language.
- Talk slowly by pausing and repeating.
- Repeatedly present a summarized version and ensure that they have understood.
- To clarify the issues encourage the negotiators to ask.

When you use your counterpart’s language:

- Make sure that you and members of your team are well-versed in the counterpart’s language
- When their idea is not clear ask them to repeat it, don't hesitate from asking for clarifications
- Refer to a dictionary for important words or phrases in advance
- Condense the agreed upon points and verify them

Things which deserve extra consideration:

- Have important documents translated
- Decide in which language the agreement will be written, depending on your capacity or hire a translator
- Words can be translated, but culture cannot
- Misunderstanding can happen
- Hire an experienced translator
- When possible, choose your personal translator
- Before sitting for negotiation discuss about issues and concepts with the interpreter

8.8. Negotiating by phone

Many negotiations are carried out by phone. This is done when the nature of the issue does not pertain to prices and transportation. Considering the lower telecommunication service fee it may be preferred to conduct negotiation by phone. At present there is a growing trend of conducting negotiation by phone and other advanced communication technologies. This is also reducing the necessity of physical presence to negotiate. Nevertheless, for different reasons the physical meeting for negotiation is preferred when opportunities exist.

The negotiation issues conducted via telephone and other means of communication should be simpler than those negotiated in physical meetings. The following few ideas can serve for negotiations by phone:

- Always put on paper the points you want to negotiate before picking up the telephone
- When necessary, send information in advance
- When you approach the telephone make sure that you have prepared a pen and paper
- Make sure that your counterpart is ready to negotiate the specific topic at that time. If not, ask who can cooperate or represent at that time
- If it is not convenient for you at the time, inform the other party that you would call them at a certain later time. Respect the time of your appointment
- Take into account the existence of difference in time zones
- Talk clearly and in a cordial tone

- Postpone the meeting to another time when there is no clear line connection
- During the call, state your position clearly on each point and listen to their perspective
- Conduct your business according to your agenda
- At the end keep a summary note of your agreement
- Keep written minutes of communication
- Promptly follow up and confirm in writing

8.9. Formalization of the agreement

Once you reach an agreement you must ensure its actionability. The conclusion of an agreement is not an end in itself. Rather, it is the start of relationships between the negotiating parties.

The following points should be given consideration in order to ensure the execution of the agreement.

- When possible, bring the agreement to the scrutiny of a professional/expert to review and fine tune it with appropriate timelines and terms.
- Take actions which facilitate the implementation of the agreement.

Things which should not be done in the formalization of the agreement are:

- Add something outside the agreement.
- Using unclear concepts or ambiguous language which can create misunderstanding.

- Spending a long time concluding a negotiation and drafting an agreement.

8.10. Follow-up of implementation of agreement

It is very important to ensure that the agreement made is being implemented and continuously follow up on it. The following points can help this process:

- Request a meeting when there is a need to revise certain points.
- In order to improve and develop relationships, make sure that follow-up meetings will take place.
- Take advantage of any informal occasions to promote the agreement.
- Take written minutes.
- Be aware that enhancing measures are necessary at any time.
- When problems arise, separate the people from the problem.

8.11. Evaluating the negotiation you conducted

8.11.1. What does a successful negotiator accomplish?

Before evaluating your events, as a negotiator, take into account what criteria a successful negotiator should meet. Next, you can weigh how many of the following qualities of a good negotiation you have been able to satisfy. As studies indicated the majority of negotiators make use of the following:

- Spending more time in drafting and making preparation for negotiation
- Considering important results and options
- Setting clear objectives
- Using open questions which are not answered by “yes” or “no”
- Carefully listening and observing
- Focusing on developing trust
- Looking for more information
- Easily exchanging information
- Continually investigating perceptions
- Continually refining issues
- Maintaining focus on the core argument
- Enduring a negotiation conducted under stressing argument

On the other hand, points that competent negotiators should avoid:

- Presenting too many reasons to explain your standpoint. This is because it gives the other side more opportunity to identify your weakness.
- Becoming the defender or the attacker.
- Using offensive words or ideas. (Saying, this is unjustified, or I expect more than this)
- Hastily opposing the proposal of your counterpart, because it can be taken as a negative response.

8.11.2. Revisiting your negotiation

It is necessary for the negotiation participants to reflect on the negotiated points in order to identify their shortcomings. This helps you develop greater confidence for future negotiation. Thus, revisiting the past process and results is essential for continuous improvements. When your objectives did not succeed, following are some which could be the causes:

- they were not realistic.
- you were unable to sufficiently convince your counter negotiator, resulting in a failure to achieve your expected outcomes.
- The agreement was not implemented as you expected, because factors which should have been seen at the proposal phase were missing.

Things to remember when the transpired negotiation is revisited:

- Conduct a discussion on the result of the negotiation with colleagues or members of the negotiation team.
- Identify points which you were able to learn from the negotiation process, and identify areas for future improvement.
- Remember that you need to investigate all aspects of the negotiation. Do not focus solely on mistakes; also analyze what went well.
- Review the written notes and use them as reference for preparing negotiations you undertake in the future.

References

- Dale Carnegie (1981), *How to win Friends and influence People*.
- ITC, *Negotiating*.
- Robel Kidane (2001), *Living with skill* (“bmiela mnbar” - Tigrigna), First edition.
- Stephen R. Covey, *The seven habits of highly effective people*.
- The open Business School, *Power and Managing conflict*.

Improvement of food security and labour market access in Eritrea
AID 012848/01/0

Project funded by

Implemented by

ATS partners

Local partner

In collaboration with

The handbook has been produced with the contribution of the Italian Cooperation. Its contents are the sole responsibility of Nexus Solidarietà Internazionale Emilia Romagna ETS and do not necessarily represent the views of the Italian Agency for Development Cooperation. The Agency is not responsible for any use that may be made of the information contained therein.

Printed in May 2026
by Tipografia O.GRA.RO.
Vicolo dei Tabacchi, 1 - Roma

ISBN: 978-88-230-2651-3

9 788823 026513