

Stretching Flexibility

Enterprise Bargaining, Women Workers and Changes to Working Hours

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Foreword from the Commissioner

Changes to working time arrangements are a feature of the vast majority of enterprise agreements recently concluded. Increasingly, employers are seeking greater flexibility from their staff in the hours and days worked and in the way remuneration is paid. For workers with families, balancing an employer's requirements for greater flexibility while also discharging family responsibilities presents particular difficulties: unpredictable rostering can play havoc with child care arrangements and working long shifts can lead to a late dinner and bedtime for the kids.

This is a matter of particular concern to women – women continue to bear primary responsibility for caring for children and families. Working time appears to be emerging as the workplace issue of the '90s for women.

To mark the tenth anniversary of the federal Sex Discrimination Act in 1994, the Human Rights and Equal Opportunity Commission funded this project to investigate the impact on women workers of demands to work increasingly flexible hours. This was in response to concerns raised by the ACTU Women's Committee that there was little information available on the actual changes to working time arrangements being negotiated in enterprise agreements or the extent to which these 'on-paper' changes were being implemented in individual workplaces.

In addition, there had been little examination of the effect of the requirement in the federal *Industrial Relations Act 1988* to consult and inform 'relevant employees' during the enterprise bargaining process. This legislation states specifically that the interests of women, including part-time and casual workers and workers whose first language is not English, must be taken into account.

The Flexible Working Hours and Women Project aimed to:

- identify the range of flexible work patterns being introduced in federal enterprise agreements, and their impact on women workers;
- identify trends emerging in hours and patterns of work in federal enterprise agreements, and their impact on women workers;
- identify women's needs in work arrangements and ways of meeting them;
- develop practical guidelines to assist parties to agreements ensure that women's needs are taken into account when developing flexible work patterns, and that they are not disadvantaged by changes in hours of work arrangements;
- produce a report on the findings and recommendations.

The project involved two main phases:

- extensive consultation with unions, consultation with academics, a literature review and analysis of Australian Bureau of Statistics data and Labour Information Network data on the range of flexible work patterns being introduced under enterprise agreements both in a range of industries and in female- and male-dominated enterprises; and
- case studies in a range of workplaces covered by enterprise agreements in workplaces located in New South Wales, Queensland, South Australia, Tasmania, and Victoria. They cover a range of industries including finance, food manufacturing, personal goods retailing, food retailing, textile manufacturing, and community services.

I wish to thank the researcher, Sara Charlesworth, and the ACTU – particularly the Women's Committee – without whose assistance this project would not have been possible. Thanks are also due to the steering committee members who provided valuable perspectives and input to the project.

Sue Walpole
Sex Discrimination Commissioner

Author's acknowledgments

The Flexible Hours and Women Project was carried out between May 1995 and February 1996. The project was overseen by a steering group comprising Sue Walpole, the federal Sex Discrimination Commissioner. Cath Bowtell from the Labour Information Network, Rachel Dapiran of the Shop, Distributive and Allied Employees Association, Jude Elton from the SA United Trades and Labor Council, Michele O'Neil of the Textile, Clothing and Footwear Union of Australia, and Linda Rubinstein from the ACTU. Linda Rubinstein and Elizabeth Fletcher managed the project for the ACTU and HREOC respectively.

I am very grateful to Elizabeth and all steering committee members for their support and facilitation of the project. Special mention should be made of Linda Rubinstein who spent hours proofing the report in draft form and Cath Bowtell and Paul Stephenson who provided enormous support in accessing the LIN enterprise bargaining database.

The consultation process, on which this report is partly based, involved interviews with a wide range of unions. I would like to thank the many union officials who were prepared to spend time discussing their experience of enterprise bargaining to date, especially in regards to their women members.

I would like to particularly thank the union officials, shop stewards, workplace delegates and managers who gave generously of their time in providing background information on the case study enterprise agreements. I am also very grateful to the case study enterprises and their unions for facilitating my access to women workers in paid time.

The case studies would have not been possible without the women workers who took part in the focus groups and interviews. I am much indebted to them for the information and insights they provided to me and the project

During the course of the project I spoke to a number of researchers about issues which arose out of the research and case studies. I would particularly like to thank Anne Junor, Philippa Hall, Iain Campbell and Meg Smith for their perceptive comments.

Last, but not least, I would also like to thank Leonie Morgan and Henry Linger for initial proofing of the final draft and HREOC staff Meredith Osborne, Ruth Jost and Louisa Piromalli for editing, preparing for publication and managing the production of this report. Thanks also to graphic designer Liam Gash and editor Terry Johnston.

Sara Charlesworth

Structure of the report

Chapter 1 contains the Executive Summary of the report. Chapter 2 surveys the available literature and data on working time arrangements in federal enterprise agreements. Chapter 3 contains the case studies and chapter 4 analyses the findings. Recommendations are set out in chapter 5.

Appendix 1 contains practical guidelines to assist unions to ensure that women workers' preferences and requirements are taken into account when negotiating flexible working time arrangements in enterprise bargaining. Methodological detail is contained in appendix 2.

The guidelines focus on the identification of employee preferences for flexibility and the development of 'equiflex' strategies, which focus on the overlap between employee and employer preferences for flexibility. 'Equiflex' is a term used by Ann Junor of the University of Canberra to describe the overlap between employee- and employer-oriented flexibility: flexibility which meets the working time preferences of employees within the context of the operational requirements of an enterprise.

Glossary

ABS	Australian Bureau of Statistics
ACCI	Australian Chamber of Commerce and Industry
ACIRRT	Australian Centre for Industrial Relations Research and Teaching (University of Sydney)
ACTU	Australian Council of Trade Unions
ADAM	Agreements Database and Monitor
AIRC	Australian Industrial Relations Commission
AIR	Australian Industrial Registry
AMWU	Australian Manufacturing Workers Union (formerly the AFMEU)
APS	Australian Public Service
ASU	Australian Municipal, Administrative, Clerical and Services Union
AWU	Australian Workers Union
CA	Certified agreement

CEPU	Communications, Electrical, Electronic, Energy Information, Postal, Plumbing and Allied Services Union of Australia
CFMEU	Construction, Forestry, Mining and Energy Union
CPSU	Community and Public Sector Union
DIR	Department of Industrial Relations
DIRETFE	Department of Industrial Relations, Employment, Training and Further Education (NSW)
EEO	equal employment opportunity
EFA	enterprise flexibility agreement
EPU	Equal Pay Unit (DIR)
FSU	Financial Sector Union of Australia
HREOC	Human Rights and Equal Opportunity Commission
HSUA	Health Services Union of Australia
ILO	International Labour Organisation
IRA	Industrial Relations Act 1988
LHMU	Liquor, Hospitality and Miscellaneous Workers Union
LIN	Labour Information Network
NESB	non-English speaking background
NTEU	National Tertiary Education Union
NUW	Nation Union of Workers
OECD	Organisation for Economic Cooperation and Development
OH&S	occupational health and safety
RDO	rostered day off
SA UTLC	United Trades and Labour Council of South Australia
SBU	single bargaining unit
SDA	Shop, Distributive and Allied Employees Association
SDC	Sex Discrimination Commissioner (HREOC)
TCFUA	Textile Clothing and Footwear Union of Australia
TUTA	Trade Union Training Authority
TWU	Transport Workers Union
URCOT	Union Research Centre on Organisations and Technology
VTHC	Victorian Trades Hall Council
WAD	Formalised Federal Workplace Agreement Database (DIR)
WEETAG	Women's Employment, Education and Training Advisory Group

Chapter 1: The Flexible working Hours and Women Project: Overview and Summary

The data analysis and the case studies undertaken for the Flexible Working Hours and Women Project indicate that significant on-paper changes to working time arrangements have been secured through enterprise bargaining in the federal jurisdiction. In service industries these changes typically build on changes introduced in second-tier negotiations and under the Structural Efficiency Principle, while in manufacturing, reorganisation of working time to meet production requirements has been a feature. The case studies highlight in particular that employer's and employee's definitions of 'flexibility' are not necessarily synonymous.

Many of the 'on-paper' changes to working time arrangements have been only partly implemented, while others depend for their implementation on manager and supervisor discretion. This does not always work to the advantage of women, particularly for women working on a casual or part-time basis.

The direction of change in several of the case study enterprise agreements points to an increasing flexibility of part-time work, which erodes its regularity and predicability. This has been achieved through reducing minimum hours and increasing the span of hours over which work is rostered while providing for the 'flexing up' of additional hours when required.

The consultation requirements of the current legislation, particularly in regard to women and non-English speaking background workers are not always observed by the industrial parties nor monitored by the Australian Industrial Relations Commission (AIRC). However these requirements have provided an impetus in some instances to improved consultation processes initiated by unions and employers.

The findings of the project support recommendations for the development by the ACTU of a comprehensive policy on working time arrangements, building on gains in leave arrangements as well as the insertion of implementation and monitoring mechanisms into agreements. However the greatest protection for women workers will be in the maintenance and strengthening of minimum standards and protection through a comprehensive no-disadvantage test and the maintenance and strengthening of consultation requirements.

ABS data show clearly that the employment experience of women remains fundamentally gendered in terms of occupation, industry and type of employment. The regulatory framework governing industry and workplace conditions has changed dramatically with enterprise bargaining. However it is the location of many women workers in often low status, part-time and casual jobs in labour-intensive service industries which has mediated their experience of enterprise bargaining.

The increase in enterprise bargaining in the non-metals sector and smaller workplaces has resulted in increased coverage of women workers. Labour Information Network (LIN) data indicate that by March 1995, around 38% of all employees covered by federal agreements were women.

The project identified a growing awareness among unions of the emergence of the 'management agenda': what may be 'flexibility' for the employer may not be 'flexibility' for the employee. For unions, the negotiation of changes to working time arrangements has often been characterised by a reactive approach. Few unions have developed comprehensive policies which identify employee preferences for flexibility and take a strategic employee-oriented approach to changes to working time.

Union consultation indicates that there are broadly two types of agreements emerging. Firstly, specific and comprehensive agreements in service-industry workplaces, such as those in finance and retail, focus on adjusting working hours and operating hours to fluctuations in demand.

In these workplaces the changes have been about the adjusting and tightening up of working time arrangements negotiated through the second-tier negotiations and under the Structural Efficiency Principle. Such agreements typically have a large concentration on hours' matters. These include increasing the span of hours and days, changes to rostering arrangements and decreasing overtime and penalty rates. One exception has been in the Australian Public Service where the Community and Public Sector Union (CPSU) advises that changes in hours' flexibility has been generally employee driven.

In manufacturing, the management agenda has been characterised by the reorganisation of working hours to meet the needs of production through changes to shift arrangements. In some agreements changes to working time arrangements may represent the formalisation of existing practices. However, hours flexibility is clearly on the enterprise-bargaining agenda, either directly in agreement provisions or mediated through team structures provided for in many agreements. The main impetus

for the trend towards more flexible hours, as in the service sector, appears to be a focus on cutting costs through the reduction of penalty rates with the expansion of the span of ordinary hours and days.

The range of flexible working hours arrangements being introduced in enterprise agreements registered with the Australian Industrial Relations Commission included provisions relating to:

- span of hours and days;
- penalty rates;
- part-time and casual work;
- shift work;
- annualised hours;
- overtime and time off in lieu;
- flextime and RDO flexibility.

There appears to be a relationship between the concentration of women in an industry and the likelihood that on-paper changes to hours of work will be a feature of agreements made in that industry. In industries in which female gender concentration is higher than the total female participation rate of 43%, agreements are generally more likely to contain flexible hours provisions than those where female participation is lower. This relationship appears strongest in regard to spread of hours, penalties, casual and part-time work provisions. The exception is the health and community services and education industry grouping where agreements have been mainly award restructuring agreements or framework agreements.

The relationship of particular working time arrangement provisions with gender concentration in individual enterprises is somewhat weaker. This may be due to the influence of agreements in health, community services and education and the fact that industry specific characteristics, including union organisation and employer agendas, have more influence on the type of agreement provisions. Consultation with a wide range of unions and examination of OECD research (Bosch 1995:18-19) suggests that, in general, agreements in female-dominated industries are more likely to deal with working time flexibilities, and agreements in male industries are more likely to be focused on broad workplace reform issues.

The case studies detail six enterprise agreements in five industries; finance, food manufacturing, retail, textile manufacturing and community services. They examine the negotiation and consultation process, the implementation of hours provisions and the impact these provisions have had on women in workplaces covered by these agreements.

On-paper working time changes negotiated in the case-study agreements included:

- increases in the spread of hours and days over which ordinary time is worked;
- shift changes;
- removal of some restrictions on part-time and casual employment;
- changes to penalty loadings;
- changes to start and finish times;
- introduction of annualised salaries.

Where women workers felt they had a fair chance to have their say in the consultation process, they were more likely to be satisfied with the outcome of agreements even when changes were made to working time arrangements. Whether or not they felt they had been given a fair chance to have a say was linked to how early they were consulted in the enterprise bargaining process, how much influence they had over the content of the agreement and their proximity to the consultation process.

Employees preferred to be consulted through elected, representative consultative committees with established mechanisms for input to and feedback from all staff, including those on leave, early in the process; meetings on paid time were favoured with translators in attendance where necessary and materials provided in appropriate languages. Time for employees to consider proposals should be built in to the process.

The consultation processes documented ranged from early involvement and extensive consultation to a single mass meeting in a car park where workers, many from a non-English speaking background, voted on the final draft agreement. Transcripts from Australian Industrial Relations Commission certification proceedings indicated that generally monitoring of the consultation process, especially in regards to relevant employees, has been mechanical rather than investigative.

Consultation with casual and part-time women workers emerged as a particular issue. At one enterprise, casuals were specifically excluded from the consultation process. Elsewhere, the times and days meetings and or voting took place effectively disenfranchised those who were not working at that time. The consultation needs of women workers from a non-English speaking background (NESB) were also an issue and very different approaches were taken.

Increased flexibility in working time was one of the main trade-offs sought by employers in return for wage increases. Significant 'on-paper' changes to working time arrangements were negotiated in the six workplaces. Some represented radical changes in working time flexibility while others were a restatement of the status quo. The changes, by and large, came out of a management-defined flexibility; a flexibility aimed at pushing out the limits of the working week to include weekends at lower or no penalties and significantly blurring the boundaries between permanent and casual work.

There were some instances of employee-defined flexibility. The workers at one site were able to achieve shorter shifts through changes to breaks and meal times. The potential to change start and finish times to suit employee requirements was present in two agreements and one provided regular minimum hours for those who converted from casual to part-time status.

Less than a quarter of the women surveyed in the six enterprises reported that there had been significant change to the hours, days or times they worked. This was because some changes made to working time arrangements in enterprise agreements were implemented partly or not at all.

The lack of implementation of provisions suggests that some changes to working time arrangements sought by employers are speculative or related to anticipated future requirements. This means that it is very difficult for workers and unions to weigh up the cumulative impact of proposed changes.

The introduction of some on-paper changes was stalled or moderated to some degree through commitments to discuss flexibility in one enterprise and by the requirement for written mutual agreement in another. Two agreements used savings provisions to protect current employees from the full impact of greater hours' flexibility.

There appeared to be a reintroduction of managerial discretion in the way an individual worker's hours were organised. Implementation of hours' provisions has been left largely to middle managers and supervisors. This increase in management discretion combined with the weakening of an industry-wide interpretation of working time provisions cannot be expected to operate in favour of women workers and their particular requirements for flexibility.

The case studies show that, where employee-initiated flexibility is introduced, other provisions of the agreement may interact with those initiatives in a way that tempers or negates the benefits. For

example, the intent of having teams managing their own start and finish times may have been to increase flexibility, but the effect may be the opposite in practice.

The implementation of working time changes have resulted in the emergence of the ‘flexible part-time worker’. The conversion of casual work to permanent part-time work combined with requirements for more flexible rostering arrangements and decreased minimum part-time hours has ensured a casual-type flexibility paid at ordinary time. Three of the case study agreements include the capacity to increase the scheduled hours of part-time workers at ordinary time or very nearly ordinary time rates, on a flexible ad hoc basis. This has the potential to erode the predictability and permanency of part-time work. Those who remain casuals may become more casualised and marginalised as a result.

Women workers’ perceptions of the impact of working time changes depended on a variety of other factors, including the extent to which they felt they had a fair chance to have their say during the consultation process, the way in which, and the degree to which, the provisions were implemented and external factors such as business viability.

The main issues of concern were:

- take home pay; while many participants reported an increase in pay, a significant minority reported a decrease in take-home pay. This was related in the main to a decrease in hours worked, generally due to loss of overtime.
- decrease in hours; 29% of survey respondents reported a decrease in hours;
- work intensity; this was related to rostering arrangements, under-staffing in some enterprises and ‘multi-skilling’ introduced with team structures;
- family responsibilities; balancing existing responsibilities with requirements to work more flexible hours.

Despite the trend towards an unpredictable pattern of working hours, most participants expressed a clear preference for regular daytime working hours between Monday to Friday. While some indicated that they were prepared to work occasionally on weekends or evenings, they would be prepared to do so only if they had a choice and were paid penalty rates for these hours. This supports growing evidence from the OECD (Bosch: 1995) and Australia (Deery & Mahony: 1994) which suggests that there is an increasing reluctance to work unsocial hours, particularly where penalty rates are not paid. While there was general support for shorter weeks, this also meant working long days. On workdays, lack of time and physical tiredness made it more difficult to meet the family responsibilities.

Considerable concern was expressed about future demands for increased flexibility, with many focus group participants stating that they would find it very difficult to stay in their jobs. There may be an effect on recruitment – potential employees may be discouraged or screened out because of an inability to meet flexibility requirements. While the introduction of family leave and the use of sick leave to care for dependents was welcomed, the provision of such flexibility for emergency situations was not seen as a substitute for regular predictable hours of work.

A number of the case studies raised discrimination and equity issues. These included:

- excluding from the enterprise bargaining process casual, part-time and NESB workers, deliberately or through inadequate consultation;

- limiting access to team structures to full-time workers or those prepared to work specific shifts when this impacts directly on access to training and career progression;
- putting additional requirements in place for part-time workers to progress in the classification structure;
- providing differential access to penalty rates for different classes of workers.

Broader equity issues were raised in, for example, the concurrent negotiation of new agreements and changes to awards underpinning them. This could serve to effectively bargain away ‘safety net’ or industry standards provided by the parent awards.

Pay equity issues were raised including:

- that predominantly female workplaces in the service sector had less to trade off in terms of ‘inefficiencies’ and working time flexibility;
- there was no apparent relationship between the quantum of wage increases and working time ‘trade-offs’;
- the extent of the expansion in ordinary hours and the reduction in penalty rates in some workplaces and industries, and the impact this had on take home pay, undercut the potential for competency standards to assist in the delivery of equal pay for work of equal value across industries;
- the potential exclusion of women workers, especially those with family responsibilities unable to meet the requirements of particular shift or rostering arrangements.

The recommendations from the project seek to minimise disadvantage that may be experienced by women as a result of changes to working time arrangements, and to ensure that the different requirements that women may have for working time flexibility at various stages of their lives are addressed in the enterprise bargaining process.

1.0 Recommendations to the Human Rights and Equal Opportunity Commission

- 1.1 That the Sex Discrimination Commissioner continue to monitor the impact of flexible working time arrangements on women, particularly part-time and casual workers and NESB workers. Further, that the Commissioner monitor the long-term impact on women’s access to employment, pay equity, and occupational and industry gender segmentation of changes to working time arrangements introduced in certified agreements.
- 1.2 That the Sex Discrimination Commissioner review awards and federal agreements for their directly and indirectly discriminatory impact on women. Further, that systemic discrimination against part-time, casual workers and non-English speaking background women workers be investigated, in terms of their pro rata access to family-friendly working time arrangements, training, career progression and other work conditions and benefits. In particular, that the Commissioner investigate the indirectly discriminatory impact of rostering arrangements on women.

2.0 Recommendations to the ACTU

- 2.1 That building on gains made with flexible leave arrangements, the ACTU develop a comprehensive policy on working time arrangements, setting down minimum standards and ways in which affiliates can identify and support employee orientated and employee initiated flexibility. Such a policy should also identify likely areas of overlap between employer and employee preferences for flexibility.
- 2.2 That the ACTU publish the guidelines for the negotiation of certified agreements developed out of the Flexible Working Hours and Women Project and distribute them to affiliates
- 2.3 That the ACTU collect and make available to its affiliates model and innovative 'equiflex' flexible working time provisions and implementation mechanisms for consideration and inclusion in certified agreements, which can meet employee and employer requirements for flexibility. That on request, affiliates be assisted in developing the 'business case' for such provisions in the negotiation of agreements.
- 2.4 That the ACTU continue to monitor, and encourage individual affiliates to monitor, the impact of changes to working time arrangements on women, part-time and casual workers, and non-English-speaking background workers and workers with family responsibilities. That the impact of these changes on access to predictable, 'family friendly' working hours and arrangements be assessed as well as access to such work for new employees.
- 2.5 That the ACTU monitor and specifically identify the long-term impact on occupational health and safety and access to training of unpredictable and open-ended working time arrangements.
- 2.6 That the ACTU assist affiliates, where possible discrimination is identified in the operation of changes to working time arrangements contained in certified agreements, to apply for a Full Bench review of those provisions.
- 2.7 That the ACTU consider a test case to provide a national safety net for part-time and casual employees in all awards and in all certified agreements. Less favourable treatment of these workers could constitute indirect discrimination against women who make up the majority of workers in these categories.
- 2.8 That the ACTU advise its affiliates on the strategic use of the Sex Discrimination Act and encourage affiliates to seek advice from the Sex Discrimination Commissioner to ensure that any changes to working time arrangements are not discriminatory.
- 2.9 That the ACTU promote the use of the Sex Discrimination Act among its affiliates to address both direct and indirect discrimination against women in terms of working time arrangements. Options, especially those under the 'special measures' provisions of the Sex Discrimination Act which may be used to protect women workers should also be promoted. In addition that the use of ILO 156 which outlines measures that could be taken to meet the needs of part-time, temporary workers and home-workers who have family responsibilities also be promoted.

3.0 Recommendations to the Federal Government

- 3.1 That a comprehensive 'no disadvantage' test in the context of properly fixed award conditions to provide the framework for enterprise bargaining to ensure that any increased flexibility in working time arrangements allows all employees covered under agreements the opportunity to

more effectively blend their work and family responsibilities and employers to meet their requirements for flexibility.

- 3.2 That the Department of Industrial Relations review federal agreements to identify any provisions, particularly those to working time arrangements, negotiated in CAs and AWAs which may:
- disadvantage women, part-time or casual workers, non-English speaking background workers or workers with family responsibilities;
 - contain discriminatory provisions; or
 - exclude details of implementation and monitoring mechanisms.
- 3.3 That the proposed Australian Workplace Agreements be public documents for the purposes of such monitoring.
- 3.4 That the Department of Industrial Relations fund research to monitor the impact of changes to working time arrangements under enterprise bargaining on women, part-time and casual workers, non-English speaking background workers and workers with family responsibilities. Further, that the Department research and promote innovative 'equiflex' changes to working time arrangements which can be negotiated under enterprise bargaining, promoting such equiflex provisions and strategies widely.
- 3.5 That the role of the AIRC to facilitate consultation in the negotiation of certified agreements be strengthened to ensure that the needs of workers with family responsibilities, in particular women, part-time and casual workers, and non-English speaking background workers are taken into account in approving flexible working time arrangements which best meet their particular working time preferences.
- 3.6 That the Section 40(1)(e) exemption in the Sex Discrimination Act relating to awards and agreements made before January 1993 be removed. Further, that the Sex Discrimination Act provisions be broadened to include discrimination on the basis of family responsibilities as a ground of complaint.

4.0 Recommendations to Australian Industrial Relations Commission

- 4.1 That the Australian Industrial Relations Commission amend the current statutory declaration form for an application for the certification of an agreement (Form R6 for Rule 30A). The form should require details of specific steps taken to appropriately consult and inform women workers, part-time and casual workers, non- English speaking background workers, young people and workers with family responsibilities.
- 4.2 That at certification hearings, the relevant Commissioner be required to document steps taken by the parties to consult all employees. In particular the parties to certified agreements be required to demonstrate that; consultation took place on times and days accessible to part-time and casual workers and workers with family responsibilities; agreements were translated for workers who do not have reasonable English language competency and agreements have been thoroughly explained for workers with literacy difficulties.

Chapter 2: Working Time Arrangements in Federal Enterprise Agreements

Introduction

Concerns about the impact on pay equity of moving to a more decentralised system of wage fixing have been well documented (Bennett 1994; Burgmann 1994). There is also growing evidence that the focus of enterprise bargaining in female-dominated industries and workplaces is on increasing working time flexibility, which may disadvantage women workers (DIRETFE 1993; Hall & Fruin 1994; Hammond 1994).

This section of the report identifies the range of flexible working hours arrangements introduced in certified agreements registered with the Australian Industrial Relations Commission (AIRC). These working time arrangements fall into two main categories (OECD 1995:10):

1. flexible scheduling of work during the day, week or year;
2. the multiplication of employment relationships, including full time, part-time, casual, temporary and fixed-term contracts.

The main issues in regard to trends in working time changes, particularly as they may impact on women workers, are canvassed through:

- data from the Labour Information Network database and other available data on enterprise agreements;
- consultation with unions (for a list of unions consulted see appendix 1);
- reference to current research.

To provide a context for this discussion, a brief analysis of female employment by industry, type of employment, and working time arrangements drawn from ABS data is set out below. This is followed by an overview of the regulatory framework and the bargaining context in the federal sphere has been taking place.

Features of women's employment

In August 1995 there were 3,548,300 women employed in the Australian labour force. This represents 43% of all employees. ABS data indicate that the employment experience of women remains fundamentally gendered in terms of occupation, industry and type of employment. Industries of significant female employment include retail (17% of total female employment), health and community services (16%), and education (11%) (ABS, 1995).

Industries with a high concentration of women include health, community services and education, finance and insurance and accommodation, cafes and restaurants as seen in table 2.1. These four industry groupings account for 38% of total female employment.

Table 2.1: Industry gender concentration, Australia, August 1995

Proportion of women employed	Female %	Male %	Total ('000)
Greater than or equal to 60%			
Health and community Services	76.3	23.7	757.1
Education	67.0	33.0	596.3
41-59%			
Finance and Insurance	57.0	43.0	317.3
Accom, Cafes and Restaurants	56.2	43.8	385.9
Retail Trade	51.3	48.7	1186.
Personal and Other Services	49.8	50.2	293.9
Cultural and Recreational Services	46.4	53.5	192.0
Property and Business Services	45.9	54.1	799.5
Government Administration and Defence	40.1	59.9	376.2
Less than or equal to 40%			
Wholesale Trade	32.3	67.7	502.8
Communication Services	30.7	69.4	145.5
Agriculture, Forestry and Fishing	31.4	68.6	404.3
Manufacturing	26.2	73.8	1117.3
Transport and Storage	20.2	79.8	378.5
Electricity, Gas and Water Supply	15.8	84.2	84.8
Construction	13.7	86.2	595.2
Mining	11.6	88.4	84.7
TOTAL	43.2	56.9	8217.7

Source: ABS, The Labour Force Australia, August 1995, Cat. No. 6203.0

In the manufacturing industry, in which almost three-quarters of employees are male, there are areas of relatively high female concentration; textile clothing and footwear (52%) and printing, publishing and recorded media (39%). Likewise in female industries such as retail, there are also areas of relatively low female concentration such as in motor vehicle retailing (21%) (ABS 1995).

Over 55% of women in the paid workforce work as clerks, salespersons and personal service workers. These occupations comprise 71% of female employment in health and community services, finance and insurance, hospitality, and retail (ABS 1995).

Part-time and casual employment

In August 1995, a quarter of all employees worked on a part-time basis. Of female employees, 43% were employed on a part-time basis, almost four times the male part-time rate of 11%. Women comprise 74% of all part-time employees (ABS 1995). The majority of part-time employment is casual employment.

It is estimated that of those women employed part-time in their main job, around 62% are employed on a casual basis. Women comprise 69% of all casual employees (ABS 1995). This labour force profile suggests women are less likely to have access to the work conditions and benefits associated with full-time and in some instances with permanent part-time employment.

Table 2.2: Part-time employment by industry, August 1995

Industry	Part-time as % of total employment	Part-time as % of total female employment	Part-time as % of total male employment
Health and community services	38.0	45.2	15.0
Education	30.3	36.8	16.9
Finance and Insurance	17.4	27.6	4.0
Accommodation Restaurants and Cafes	45.1	58.5	27.9
Retail Trade	42.4	59.7	24.1
Personal and Other Services	26.4	38.2	14.8
Cultural and Recreational Services	40.9	52.7	30.6
Property and Business Services	24.2	37.7	12.8
Government Administration and Defence	11.1	21.6	4.2
Wholesale Trade	13.6	30.4	5.6
Communication Services	12.5	31.8	4.0
Agriculture, Forestry and Fishing	25.1	51.9	12.2
Manufacturing	10.0	27.3	3.8
Transport and Storage	13.5	32.5	8.6
Electricity, Gas and Water Supply	2.5	14.9	0.1
Construction	14.6	64.2	6.7
Mining	4.3	19.4	2.3
TOTAL	24.8	42.7	11.1

Source: ABS, The Labour Force Australia, August 1995, Cat. No. 6203.0

The main industry areas of part-time and casual employment are also those with a relatively high concentration of female employment. They include accommodation, cafes and restaurants in which almost half (45%) of employment is part-time or casual, retail (42%), health and community services (38%) cultural and recreational services (41%) and education (31%). Women are most likely to work on a part-time and casual basis in construction (64% of all female employees in that industry), accommodation, cafes and restaurants (56%), retail (60%) and cultural and recreational services (53%).

Data used by Jane Romeyn indicate that casual employment grew from 15.8% of all employees in 1984 to 23.7% by 1994, with much of this growth occurring predominantly in the private sector. Part-time employment has grown more slowly increasing from 6.5% in 1988 to 8.3% in 1994. While women make up the majority of casual and part-time workers, the female share of casual employment fell from 64% in 1988 to 60% in 1993 and of part-time employment from 81% in 1988 to 77% in 1993 (Romeyn forthcoming).

Average hours worked

The higher proportion of female casual and part-time workers contributes to lower average weekly hours worked by women workers (29.6 hours compared to 40.9 hours by male workers, (ABS 1995). This is also reflected on an industry basis. In retail, for example, female employees work an average of 25.6 hours per week and male employees an average of 39 hours per week. In 1995 male full-time workers worked an average of 44 hours per week while full-time female employees worked an average of 39.7 hours per week. This is due largely to the overtime hours worked by male workers.

Working time arrangements

In 1993, a Survey of Working Arrangements was conducted by ABS. This survey collected data on flexitime, rostered days off (RDOs), shift work, overtime and make-up time arrangements.

Diagram 2.1 shows that male workers were more likely than female workers to be entitled to RDOs and to work overtime. Male workers were also more likely to have flexible start and finishing times and to work on weekends than female workers. Much of the difference in working time arrangements for male and female workers can be accounted for by the fact that, as indicated above, female workers are more likely to work on a part-time and casual basis. Women workers are thus less likely to be entitled to working time arrangements such as RDOs, which are associated with full-time employment.

These working arrangements may be part of informal workplace practices and may not necessarily be covered in formal awards and agreements. However, they provide a useful snapshot of the workforce as a whole and a base from which to mark some of the changes negotiated through certified agreements. According to the Labour Information Network database, at the time of the 1993 ABS Survey there were around 1000 enterprise agreements registered, less than a sixth of those which have been registered to date.

The regulatory framework

Industrial Relations Act 1988

The regulatory framework which governs industry and workplace conditions has changed quite dramatically over the last five years. While there had been informal enterprise bargaining, particularly in negotiating overawards, the Enterprise Bargaining Principle handed down by the Australian Industrial Relations Commission (AIRC) in October 1991 opened the way for formal agreements to become the main vehicle for changing and regulating working conditions and rates of pay at the enterprise level. Certified agreements were introduced under Division 3A (s.134C) of the *Industrial Relations Act 1988*. In addition there were also a number of consent awards made under both the 1991 and 1992 Enterprise Bargaining Principles.

These changes were further extended by the *Industrial Relations Reform Act 1993* which took effect in March 1994. The legislative changes introduced, via Part VIB Division 2 of the Industrial Relations Act, a comprehensive system of workplace or enterprise bargaining in the federal jurisdiction. The new regulatory framework provided for two main categories of enterprise agreements:

1. certified agreements (CAs) under Division 2;
2. enterprise flexibility agreements (EFAs) under Division 3.

In addition, consent awards could be made under Section 111.

Certified agreements and consent awards were made between a single bargaining unit of union/s representing employees and an employer. EFAs provided for employees, either representing themselves or via nominated employees, to negotiate directly with an employer, with or without union involvement.

The Industrial Relations Act protects employees' conditions of employment by:

- an award safety net of wages and conditions of employment underpinning agreements;

- requirements to consult and inform all workers, particularly designated groups such as women, migrant workers and young people, about the agreement (s.170MG);
- prohibiting discrimination on the grounds of sex, race, marital status, family responsibilities, etc. (s.170MD(5));
- a ‘no disadvantage’ test to ensure that where any award conditions or protections were reduced, that in the context of the whole of the terms and conditions, the reduction was not contrary to the public interest (s.170NC(2));
- ensuring employees are not unfairly excluded from the agreement (s.170MD(7)).

At the time of publication, major changes were proposed to the federal industrial relations legislation through the *Workplace Relations and Other Legislation Amendment Bill 1996*. At present, the Bill retains the current requirement that agreements be non-discriminatory, and the grounds of discrimination proscribed are unchanged. Regardless, however, of the final form that legislation takes, anti-discrimination legislation prohibits discrimination in employment. In some circumstances, this legislation prohibits discrimination in awards and enterprise agreements.

The next section discusses the application of the federal *Sex Discrimination Act 1984* to awards and agreements. For information about the operation of the federal *Racial Discrimination Act 1975*, *Disability Discrimination Act 1992* and the *Human Rights and Equal Opportunity Commission Act 1986*, contact the Human Rights and Equal Opportunity Commission.

Sex Discrimination Act 1984

The *Sex Discrimination Act 1984* prohibits discrimination in employment on the grounds of sex, marital status, pregnancy and potential pregnancy. The Act also makes it unlawful to sexually harass a person or dismiss them because of their family responsibilities.

The Sex Discrimination Act allows complaints to be made of sex discrimination in federal awards and enterprise agreements made or varied after 13 January 1993 (s.50A). Complaints can be lodged with the Human Rights and Equal Opportunity Commission (HREOC) about discriminatory acts done under an award. An ‘award’ is defined to include an agreement. These complaints are referred to the Sex Discrimination Commissioner who will conduct an investigation into the alleged discrimination.

If she considers the award or agreement to be discriminatory, the Commissioner refers it to the AIRC who notifies all parties and convenes a hearing. The Sex Discrimination Commissioner is also a party.

The AIRC will take into account her arguments and if the award or agreement is found to be discriminatory, the AIRC must remove the discrimination. In this process, the AIRC maintains jurisdiction to vary or set aside an award or agreement. See chapter 4 for an examination of discrimination issues which arose in the case studies.

The bargaining context

The regulatory framework outlined above sets the parameters of enterprise bargaining within the federal jurisdiction. As indicated, the location of many women in particular industries, occupations,

and in part-time or casual work without the conditions often associated with full-time employment means that they may well have less to ‘trade off’ in enterprise bargaining.

How the bargaining process is regulated, and the nature of the enforcement regime, will also influence how particular groups of workers, such as women, fare (Bennett 1994:191). For example, case studies undertaken in the Hunter region of NSW suggest that the shape and quality of the bargaining outcomes were determined to a large extent by the process through which that outcome was generated (Burgess et al. 1994).

Changes, particularly to working time arrangements, made in individual workplaces via enterprise agreements will be influenced by many factors. These include wider economic and political factors, industry-specific factors and the bargaining capacity of the particular industrial parties that negotiate these agreements.

In terms of working time arrangements, few unions, employers or their peak organisations have developed comprehensive policies on the direction that changes to working time arrangements should take. While there is growing awareness that employer-defined and employee-defined notions of flexibility may not be synonymous, the negotiation of such changes have been left by and large to individual-site unions and employers to negotiate at the enterprise level. How this is undertaken will vary from industry to industry, and enterprise to enterprise.

At the workplace level, the factors which mediate and direct change include:

- industry and enterprise specific management and union agendas;
- the way in which enterprise bargaining is viewed;
- the bargaining capacity of the parties;
- the workers covered by the bargaining unit;
- consultative structures and processes;
- implementation mechanisms and processes.

Management and union agendas

The ‘management agenda’ has emerged as a significant element in the bargaining context particularly in relation to working time arrangements. Consultation with unions confirms that negotiations on changes to working time arrangements are generally initiated by management and in some instances they have been the only issue of interest to the employer. This reflects the experience in a number of OECD countries where management bargaining agendas have in many cases been industry specific in regard to working time flexibility.

Bosch (1995:18) describes the main agendas as:

- an extension of operating hours in order to make better use of existing capital stock;
- improved adjustment of working time and operating hours to fluctuations in orders; and
- the replacement of expensive forms of organising working time with cheaper forms.

Despite initial concern that the difficulty of defining productivity in the service sector would present a significant barrier to women in enterprise bargaining (MacDermott 1993:358), the main employer agenda has been the rescheduling of working time arrangements and reduction of labour costs. For example, in the finance industry, changes to working hours are described as ‘employer driven’ with employers seeking an increase in spread of hours and decrease in overtime and penalty rates. This experience is echoed by unions in hospitality, health, education and retail. However, feedback from the Community and Public Sector Union (CPSU) indicates that in the Australian Public Service (APS) hours’ flexibility has by and large been employee driven. For example, 48/52 arrangements

were included in many agency agreements, not as part of a cost cutting exercise, but to provide flexibility for workers, especially those with family responsibilities.

In the manufacturing and production areas such as those covered by the National Union of Workers (NUW) and the Australian Manufacturing Workers Union (AMWU), the management agenda is characterised by the first approach outlined by Bosch in the reorganisation and adjustment of working hours to meet the needs of production. In the clothing sector of the textile, clothing and footwear industry this has led to employer demands for the flexibility to stand workers down during low production times, whereas in the more capital-intensive textiles sector employer concern has been predominantly to make the most efficient use of plant equipment.

Union view of enterprise bargaining

The way in which enterprise bargaining is viewed by unions will influence not only the bargaining agenda but also the bargaining outcomes. Unions have taken very different approaches to bargaining which may be a response to the management agenda or industry specific workplace reform agendas. For example, AMWU officials report union activity in enterprise bargaining in manufacturing is generally focused on the achievement of increased productivity and gaining a specified wage outcome through workplace reform, including work organisation, skills classification and training. As a consequence, specific working time arrangements in many agreements have been left to individual workplace committees or team structures to negotiate.

The view shared by a number of unions is that while enterprise bargaining is primarily a means of improving the wages and conditions of workers, it will inevitably involve some trade-offs or concession bargaining. This has led to these unions focusing on preserving basic conditions and standards. For example, in the face of widespread changes to shop trading hours and the restructuring of financial institutions, unions in retail and finance have focused on minimising the immediate impact of working time changes via savings provisions to preserve conditions for current employees or through requirements for individual mutual agreement to certain working time changes.

This reactive stance has meant that it has been difficult for many unions to identify either the current diversification of working time arrangements or indeed the diverse working time preferences of their members (Campbell 1995 :15). While many unions and the ACTU have developed policy positions on various aspects of working time flexibility, such as twelve hour shifts and part-time and casual work, (ACTU 1988; ACTU 1990), there has been little formal recognition that increasingly flexible work arrangements may be problematic, particularly for women.

Union policies have implications for the duration of agreements. Duration in turn often has implications for the extent and pace of changes (Australian Industrial Registry data indicates that the average length of agreements is around 17 months and 21% of certified agreements expire within 12 months of operation) (AIR 1995:3). For example, the AMWU has typically aimed to negotiate shorter agreements to ensure adequate overall wage outcomes. The NUW aims to build in wage increases in slightly longer agreements that reflect an annual CPI increase and a productivity increase. In the retail area, the Shop Distributive and Allied Employees' Association (SDA) has generally negotiated agreements of around two years to allow for phase-in periods and to provide savings provisions for existing employees.

Significant changes to working time arrangements in many instances began well before the introduction of formal enterprise bargaining in 1991. For example, since the 1970s in the retail and finance industries, there have been award changes and industrial agreements made which have introduced wide-ranging changes to working hours; changes which have been extended in enterprise

agreements. On the other hand, in areas such as local government and the tertiary education sector, unfinished business under the Structural Efficiency Principle, has been the chief focus of enterprise bargaining.

Typically, many agreements in this area do not deal directly with conditions of work such as working time arrangements, but with award restructuring issues such as new classification structures. Other agreements have been framework agreements, which set the bargaining parameters and facilitate both formal and informal agreements for smaller business units or parts of larger organisations. Many agreements in the health industry are also restructuring agreements or commitments to continuous improvement.

The type of agreement negotiated, whether it is a framework agreement or a specific agency agreement (such as in the airline industry), a restating of the relevant award provisions (such as in agreements in Victorian local government that reflect council amalgamations rather than substantive changes in conditions) and whether it replaces (as do several agreements in the retail industry) or supplements the relevant award will impact directly on what is included or excluded in the agreement, particularly in terms of working time arrangements.

Bargaining capacity

The bargaining capacity of the industrial parties in different industries has also influenced both the pace and coverage of enterprise bargaining. Initial concern about the more limited capacity of unions in female industries and areas of employment appears supported by experience to date.

Formal enterprise bargaining took place initially in the metals manufacturing sector with the AMWU and the AWU playing a major role in securing agreements (ACCI 1995). By the end of 1995, almost two years after the changes introduced via the Industrial Relations Reform Act, almost three-quarters of federal agreements registered with the AIRC involved only 6 major-site unions. These included the AMWU (22%), the AWU (16%) the Australian Services Union (ASU) (11%), the Construction, Forestry, Mining and Energy Union (CFMEU) (8%), the NUW (8%), and the Transport Workers Union (TWU) (7.3 %) (LIN unpublished data 1996).

Agreement coverage of workers

Bargaining capacity, industry culture and union organisation have also had an impact on the range of workers covered by agreements. An issue raised by the ASU in project consultation has been the exclusion of clerical workers from agreements. Given the significant gender segregation in the Australian workforce (some 31% of women workers employed as clerks) (ABS 1995), any exclusion of workers from enterprise bargaining on the basis of occupation directly impacts on women's access to, and experience of, enterprise bargaining.

In the metals and vehicles area, early agreements excluded clerical workers and production workers, although they are now generally covered by enterprise agreements in these areas. A number of unions consulted argue that where clerical workers are currently excluded from enterprise bargaining it is because clerical workers are often un-unionised, located away from the main work areas or have separate agreements. The ASU responds that there are a number of agreements which exclude unionised clerical workers, particularly in manufacturing, wholesale distribution, and the transport and oil industries.

Recent research indicates that where clerical workers are a distinct operational unit and organisational unit, the usual practice of the AIRC has been to accept that this group of employees could be excluded from an enterprise agreement on that basis (DIR 1995b: 40). One consequence of the exclusion of female-dominated occupational groups such as clerks, sales and personal service

workers from enterprise agreements has been the reduced likelihood of these workers receiving a pay increase through any other means. (DIR 1995b: 43).

Consultation structures and processes

Differences in bargaining capacity and culture also make for differences in the consultation process. These differences result from specific union approaches to consultation and from particular characteristics of the workplace; for example, whether or not there are significant numbers of part-time and casual workers, workers from a non-English speaking background (NESB) or with poor literacy skills.

The concentration of women in industries and in occupational groupings in which there has been traditionally a weaker bargaining capacity and culture, their over-representation in casual and part-time work with less influence than full-time workers at the enterprise level, poor union representation of women (in 1995 around 31% of women workers were union members compared to 38% male workers; only 24% of part-time female employees were union members) (ABS, 1994), and under-representation in union structures, all impact directly on women workers' experience of enterprise bargaining.

The issues in consulting effectively with NESB workers, particularly women, have been raised by Alcorso and Hage (1994: 21, 54, 69). Particular issues in consulting with NESB workers were reported by both TCFUA and the AMWU (Food Division) officials, and include the recognition of barriers of language, adequate representation in consultative structures, and adequate resourcing to provide for translation, interpreters and a more time-intensive consultation process. Department of Industrial Relations (DIR) research and the Textile Enterprise case study set out in Chapter 3 suggests that addressing these issues can have a positive impact on NESB workers experience of the bargaining process (DIR 1995b:122-4).

Implementation mechanisms and processes

Bargaining capacity and culture have implications too for the implementation of agreements. In some agreements such as in the finance sector, there are specific provisions providing for an implementation review group to monitor the agreement. In manufacturing, specifically in the metals area, consultative committees may also perform a similar function.

In many metals and other manufacturing areas where a team structure has been introduced, the teams are directly responsible for implementing changes to working time arrangements that may or may not be specified directly in agreements. Feedback from the AMWU Food Division and recent research into the implementation of changes to training (Smith & Ewer forthcoming) raise the concern that the operation of such team structures may work against a 'fair flexibility' for women workers.

Most unions consulted reported few major implementation difficulties with working time provisions. Several stated that the typically greater specificity of agreement provisions made them easier to monitor than the relevant award. However, the Finance Sector Union (FSU) reported some difficulties, particularly with the interpretation of 'mutual consent' which may be required for changes such as new rostering arrangements. In several hospital agreements, the Health Services Union of Australia (HSUA) also reported difficulties in implementation have occurred because of the lack of clarity in some provisions relating to changes in rostering. The impact of the bargaining context, particularly on the changes negotiated and the implementation of these changes in the workplace is explored in the six case studies set out in chapter 3.

Table 2.3: Female workers covered by agreements

Note: There are a number of agreements that could not be coded for gender concentration. It was only in December 1994 that the AIRC changed its rules to ensure parties to enterprise agreements provide total employment figures and the numbers of employees in relevant groups such as women.

Quarter	Total employees covered	Women covered	Women Covered	Min.	Max.	Unweighted average	Number of agreements
March 1992	51 319	28 057	54.7	0	6 800	11.39	32
June 1992	81 703	43 718	42.5	0	5 000	15.52	143
Sept 1992	141 719	58 846	41.5	0	2 800	17.78	203
Dec 1992	282 392	114 374	40.5	0	5 000	16.47	224
March 1993	280 520	73 543	26.2	0	8 185	23.93	117
June 1993	100 623	35 684	35.5	0	2 000	21.68	178
Sept 1993	36 345	9 467	26.0	0	94	19.30	174
Dec 1993	142 015	48 935	34.5	0	5 750	22.28	175
March 1994	110 093	34 518	31.5	0	499	20.62	291
June 1994	190 088	71 145	37.5	0	4 625	20.43	303
Sept 1994	80 216	34 558	43.1	0	8 608	23.79	280
Dec 1994	188 779	79 808	42.3	0	6 169	30.37	379
March 1995	24 057	9 617	40.0	0	699	19.48	238
TOTAL	1,709,869	642,270	37.6	0	8,833	20.20	2737

Source: Labour Information Network

Extent of enterprise bargaining

The Labour Information Network (LIN), which is jointly managed by the ACTU and Trade Union Training Authority (TUTA), established a comprehensive enterprise agreements database in 1994. Registered and unregistered federal and state agreements are held on the database. Data on the formal federal agreements collected by the LIN since the beginning of 1992 are used in this report.

Spread of enterprise bargaining

As at February 1996, LIN had coded 3827 registered federal agreements out of around 6800 registered since July 1992 with the AIRC. LIN data indicate that the mode of registration of the agreements was as follows:

- Division 2: 46.6%;
- Division 3A: 36.3%;
- s.111, s.112: 15.1%;
- EFAs: 1.1%.

As at January 1995, Victoria was the most prominent state in federal enterprise bargaining with 42% of the agreements operational in that State. Nineteen per cent of the agreements operated in NSW while 11% operated on a national basis (AIR 1995: 3).

LIN data records that by February 1996, over half of coded federal agreements had been made in manufacturing with 12% in transport and storage, 10% in government administration and 9% in construction. The 'female' industries of education, health and community services, finance and insurance, and hospitality accounted for only 9% of agreements (see table 2.4).

Department of Industrial Relations data (DIR 1995a: 7) indicate that, at the end of February 1995, while the majority of agreements have been in the manufacturing sector, only 19% of employees covered by agreements work in the manufacturing sector. On the other hand, 47% of agreements have been in the services sector (including utilities, transport, construction, education, health and community services, finance and personal services) which cover 80% of employees working under agreements.

The move of enterprise bargaining into the non-metals sector is illustrated by Australian Chamber of Commerce and Industry (ACCI) data which show that 66% of 1995 federal agreements were in the private non-metals sector with 15% in the private metals sector and 19% in the public sector (ACCI 1996). This brought an increasing coverage of women workers as illustrated below.

Coverage of women workers by enterprise agreements

Table 2.3 sets out the growth in the number of registered federal agreements coded by LIN from January 1992 to March 1995. The minimum and maximum number of women covered by agreements registered in each quarter is shown to provide a more accurate indication of the extent of female coverage in agreements for each quarter. The average unweighted percentage of female employees can also be used to track the growing spread of enterprise bargaining in female employment as it represents the overall average of the proportion of women covered by each agreement registered in the quarter.

By March 1995, some 642 270 women were covered by enterprise agreements coded by LIN, around 38% of all employees covered. DIR estimates also indicate around 36% of employees covered by recent federal agreements are women and that of part VIB agreements female coverage is approximately 37% (DIR 1995a: 7, DIR 1995b: 45). The spread of enterprise bargaining beyond large enterprises is illustrated by additional LIN data which indicates that overall, 61% of formal federal agreements are in enterprises with less than 100 workers.

The number of agreements being registered on a quarterly basis increased from 31 agreements in the first quarter of 1992, to 379 to the last quarter of 1994. The rate of increase in registered agreements slowed somewhat and in the first quarter of 1995, 238 registered agreements were coded. The unweighted average of women covered in each of the 238 agreements fell to 19.5%. This appears to result from the low number of agreements coded for this quarter.

Trends in working time arrangements in federal enterprise agreements

The LIN database was used as the basis for the following discussion of selected working time arrangement provisions in registered federal agreements. The relevant LIN coding variables are:

- spread of hours;
- standard hours;
- penalty provisions;
- shift provisions;
- casual provisions;
- part-time provisions;
- type of wage increase (annualised or not).

Data on annual average wage outcomes have been included as in many instances changes in working time flexibility, if not the quantum of change, have been directly traded off for wage increases.

The presence of the above variables in agreements is coded by LIN, as are references to parent awards for specific provisions. In the case of the spread of hours, the actual hours are coded. For standard hours, actual weekly hours above and below 38 are coded. Where relevant, additional published data on flexible working hours, meal breaks, RDOs and overtime provisions coded by the DIR Formalised Federal Workplace Agreements Database (WAD) and by the Australian Centre for Industrial Relations Research and Training (ACIRRT) Agreements Database and Monitor (ADAM) are also used.

The LIN database working time variables are set out by industry grouping in table 2.4. Table 2.5 examines the degree of female concentration in enterprises so as to identify any gender concentration in the presence of working time arrangement provisions. A number of the industry categories are aggregated. For example, wholesale is grouped with retail, and education and health and community services are also grouped together. This is a result of the conversion of coding by AIRC industry panels to ANZSIC codes.

In table 2.5 the relevant working time provisions are coded by gender concentration in agreements as follows:

- **male-dominated enterprises** where 40% or less of the workers covered by an agreement are female;
- **mixed enterprises** where 41% to 59% of the workers covered by an agreement are female; and
- **female-dominated enterprises** where 60% or more of the workers covered by an agreement are female.

This typology has some limitations, as there may be agreements clustered at either end of the mixed enterprise grouping. However, when viewed together with an analysis by industry, it clearly indicates a degree of gender concentration in the presence of the working time variables. This is supported by recent research (Hall & Fruin 1994; DIR 1995b: 163) comparing agreement provisions against parent awards, which suggests there is a gender concentration in hours of work or contract of employment matters secured or addressed through enterprise agreements.

Preliminary findings from the Trade Off Project undertaken by the Equal Pay Unit of the Department of Industrial Relations examined changes in agreements against parent award provisions. This research indicates agreements in female industries provide for a wider range of changes than do agreements in male industries (EPU forthcoming).

Limitations of the data

There are clear limitations to the use of these data in describing trends in changes to working time arrangements in agreements. The first is that agreements are coded for the presence of provisions. This does not necessarily indicate change or the direction of change in working time arrangements. For example, many agreements in the metals area do not contain specific working time provisions.

As noted above, these are often left to be negotiated within the enterprise under the workplace reform changes, particularly team structures introduced in agreements. Other agreements contain changes to working time arrangements in a new award registered along with the agreement rather than the actual agreement itself, such as those covered in the cases studies in the community services and finance industries in chapter 3.

By contrast, some agreements in female-dominated industries such as retail may restate award provisions and also contain quite specific working time provisions. In some instances it is possible

that the degree of actual change in female-dominated enterprises may be overstated relative to the degree of actual change in male-dominated enterprises.

However, apart from those situations where the agreement replaces the award, it would appear that where there are provisions relating to specific working time changes, these are inserted because they mark a change from the award, restate what may not have been clear under the award or are a consequence of other changes.

For example, penalty provisions may be referred to, not because the quantum of the penalty loading is an issue, but because changes to the spread of hours have direct implications for the hours and days that will attract penalty rates.

The second limitation to the data is with the agreements and variables that are coded. Not all federal agreements registered with the AIRC have been coded for the LIN database. For those that have been, the absence of data, such as gender coverage and industry for some agreements, and various other coding difficulties, means not all agreements have been coded for each variable.

Table 2.4: Presence of selected working time arrangements provisions by industry, February 1996

Industry Grouping	Selected Working Time Provisions								
	ABS Labour Force Aug 95	Spread of hours (3440)	Standard House (2977)	Penalties (2965)	Casual (2974)	Part-time (2976)	Shifts (2979)	Annual Salaries (3432)	Total Agreements ¹
Health and Community Services/Education	72.2	12.2	23.8	26.5	29.3	40.3	24.2	6.4	213
Finance and Insurance	57.0	51.5	68.9	56.7	41.0	57.4	44.4	13.4	66
Hospitality	56.2	37.5	80.8	73.1	80.8	73.1	43.5	35.5	24
Personal and Other Services ²	48.4	40.6	65.4	57.7	53.8	53.8	46.2	6.1	32
Wholesale and Retail Trade ³	46.1	43.3	78.3	59.1	66.7	58.3	55.6	0.0	30
Property and Business Services	45.9	41.7	51.7	48.3	44.8	34.5	19.2	2.7	36
Govt Admin and Defence	40.1	11.7	10.7	7.5	3.8	14.7	3.2	4.0	351
Agriculture, Forestry and Fishing	31.4	27.8	61.5	53.8	58.3	25.0	0.0	11.1	18
Communication Services	30.7	28.2	29.7	21.6	29.7	27.0	27.0	7.3	39
Manufacturing	26.2	21.5	55.1	18.5	25.5	9.3	29.0	5.6	1700
Transport and Storage	20.2	20.7	34.9	22.3	24.0	11.7	28.8	10.0	410
Energy and Utilities	15.8	21.0	43.8	21.5	15.0	12.5	26.0	5.9	105
Construction	13.7	50.0	46.3	14.3	19.2	1.5	13.1	24.9	308
Mining	11.6	40.7	48.8	37.2	41.9	14.0	47.6	24.7	108
TOTAL	43.1	24.3	45.2	20.9	24.6	14.4	25.5	8.6	3440

Source: Labour Information Network

1 Total agreements coded by industry grouping. There may be some variations according to the variable coded.

2 Includes Cultural and Recreational Services.

3 Retail trade comprises 70% of employees in this category. Around 70% of the agreements coded in the LIN data are in the retail industry.

Selected working time variables

Overall, the presence of selected working time arrangements in different industries appears to demonstrate a broad relationship to industry gender concentration. That is, those enterprise agreements in industries in which female gender concentration is greater than the total female

participation rate of 43% are more likely to contain the selected hours provisions than those where female participation is less. The exception is health, community services and education, an industry grouping which accounts for some 6% of agreements. This is due to the fact that the majority of agreements in this area have been in the tertiary education sector (151 of the 313 agreements) and, as noted earlier, have been essentially award restructuring agreements or framework agreements rather than agreements which deal directly with conditions of work such as working time arrangements.

The relationship between agreements in female industries and the prevalence of particular working time provisions is strongest for penalty, casual, part-time and shift provisions. There is some evidence (DIR forthcoming) that inclusion of hours matters in agreements is associated with the level of female concentration in individual enterprises. This appears to hold for both female-dominated enterprises and for enterprises where there are significant numbers (but not a majority) of women workers. However, comparison of LIN data in tables 2.4 and 2.5 suggests this association is weaker than that between the presence of hours matters in agreements and female-dominated industries.

Table 2.5: Presence of selected working time arrangements provisions by gender concentration, February 1996

Number of women covered	Selected working time provisions							
	Spread of hours (2849)	Standard hours (2496)	Penalties (2495)	Casual (2490)	Part-time (2492)	Shifts (2494)	Annual salary (2802)	Total agreements
Less than or equal to 40%	29.2%	49.0%	21.5%	24.3%	9.9%	26.1%	10.3%	1841
41% to 59%	24.7%	48.8%	20.1%	30.1%	25.2%	24.4%	5.6%	123
Equal to or greater than 60%	20.8%	39.5%	25.1%	27.9%	32.6%	25.8%	4.7%	532
TOTAL	29.2%	46.9%	22.2%	25.4%	15.5%	26.0%	9%	2496

Source: Labour Information Network

This may be once again due to the influence of agreements in health, community services and education. This may also indicate that industry gender concentration is a better predictor of the presence of certain working time provisions than enterprise gender concentration. In a study of enterprise bargaining in 20 large organisations, agreements in female-concentrated enterprises provided increased management control over time and job flexibility. (Hall & Fruin 1994: 85)

Enterprise agreement provisions to do with annualised salaries, the spread of hours and standard hours appear more likely to be found in male-dominated rather than in female-dominated workplaces, while the presence of part-time provisions is more likely in female-dominated than male-dominated workplaces. Female-dominated workplaces are also slightly more likely to have casual and penalty provisions.

General union organisation, industry specific factors and employer agendas (Bosch 1995:18-19) mean that the set of issues dealt with via enterprise bargaining will often be industry sector specific. LIN researchers report that female-concentrated industry agreements are generally more likely to deal with working time flexibilities while agreements in male-concentrated industries are focused on broad workplace reform issues. This is supported by data from the Department of Industrial Relations which indicate that work organisation measures and use of capital provisions were much more likely to be found in agreements in male-concentrated industries (less than 40% female) than in female-concentrated industries (60% or more female) (DIR 1995b: 141,143).

The range of arrangements covered by each of the selected working time provisions is extensive and is discussed below together with information and insights gained from project consultation and

current research. The degree to which provisions in specific agreements provide for employer- or employee-directed flexibility is also highlighted.

Spread of hours

Spread or span of hours provisions usually set out the hours between or over which ordinary hours are worked. Typically, hours worked outside the spread of hours attract shift or overtime penalties. As set out in table 2.4, provisions coded by LIN relating to the spread of hours were present in 837 or 24.3% of the coded enterprise agreements. AIR data indicates that 37% of certified agreements contain provisions on the spread of hours (AIR 1995:13).

Overall, spread of hours provisions were more likely to be present in agreements in industries with a large female concentration than in male industries, with the exception of health and community services and education (12%), and construction (50%). For example, spread of hours' provisions were present in 52% of agreements in finance and insurance and in 22% in manufacturing. In wholesale and retail, 43% of agreements contained spread of hours' provisions.

Table 2.6 indicates that in 1344 agreements, some 39% of agreements coded by industry and spread of hours, there was no reference at all to the spread of hours. The parent award formed the basis of the spread of hours in 36% of agreements.

Table 2.6: Presence of spread of hours provisions by industry

Industry	Spread of Hours Quantum %					Parent Award	Non - Specific	None	Total Agreements
	>8	8-10	11-12	13-15	16-20				
Health and Community Services/Education	0.0	3.8	7.0	1.4	0.0	30.5	0.0	57.3	213
Finance and Insurance	0.0	10.6	21.2	19.7	0.0	22.7	0.0	25.8	66
Hospitality	0.0	12.5	25.0	0.0	0.0	25.0	0.0	37.5	24
Personal and Other Services	0.0	3.1	15.6	15.6	6.3	21.9	0.0	37.5	32
Wholesale and Retail	0.0	0.0	26.7	16.7	0.0	16.7	0.0	40.0	30
Property and Business Services	0.0	5.6	36.1	0.0	0.0	19.4	0.0	38.9	36
Govt Admin and Defence	0.0	1.4	8.5	1.1	0.0	48.7	0.6	39.6	351
Agri, Forestry and Fishing	0.0	0.0	27.8	0.0	0.0	27.8	0.0	44.4	18
Communications Services	0.0	2.6	23.1	2.6	0.0	28.2	0.0	43.6	39
Manufacturing	0.0	4.7	15.3	1.4	0.0	44.1	0.0	34.4	1700
Transport and Storage	0.0	3.2	12.4	4.6	0.2	32.2	0.2	47.1	410
Energy and Utilities	0.0	3.8	10.5	6.7	0.0	17.1	0.0	61.9	105
Construction	0.0	1.3	48.1	0.3	0.3	10.4	0.0	39.6	308
Mining	0.0	0.9	25.0	0.9	0.9	32.4	7.4	26.9	108
TOTAL	0.0	3.8	17.5	0.1	0.1	36.6	0.3	39.1	3440

Source: *Labour Information Network*

A spread of hours of more than 12 hours per day was present in 94 agreements, the majority of these in manufacturing and transport and storage. In finance and insurance, 27 of the 66 agreements (41%) contained a spread of hours of between 11 to 15 hours a day with almost half of these agreements containing a spread of hours between 13 to 15 hours per day. Thirteen of the 30 retail and wholesale agreements contained a spread of hours of between 11 to 15 hours, with five of these agreements providing for a spread of hours between 13 and 15 hours.

While 29% of male-dominated enterprises contained spread of hours provisions (see table 2.5) compared to 21% of female-dominated enterprises, unpublished LIN data indicates agreements in

female-dominated enterprises were marginally more likely to contain spread of hours provisions of more than 12 hours than those in male-dominated enterprises (4.3% compared to 3.6%).

The FSU and the SDA report a trend towards increasing the spread of hours in both the finance and retail industries. In some instances in retail this also includes the number of days over which hours are worked. This is linked to the extension of shop trading hours. This trend started under the second-tier negotiations and has continued and has been extended under enterprise bargaining. For example, in the retail industry, ordinary working hours spread over Monday to Saturday and in some instances Monday to Sunday, were already present before the advent of formal enterprise bargaining. The inclusion of Saturday afternoons within the span of ordinary hours, with savings provisions for (then) current employees, was provided for in a number of award changes negotiated during the 1980s. This supports the findings of Hall & Fruin (1994: 96) that changes to hours under enterprise bargaining in female-dominated industries are about adjusting and tightening up long-standing arrangements.

The CPSU also reports the Australian Public Service (APS) moved to a 10-hour spread of hours and in some instances an 11 hour spread under award restructuring. Under enterprise bargaining, changes have been made in many agency agreements to start and finish times rather than the spread of hours quantum. Consultation with AMWU and NUW indicates that spread of hours provisions in agreements in vehicles, metals and other manufacturing mainly represent a formalisation of existing practices or changes in the starting and finishing times rather than in the quantum of ordinary hours.

Fears that in the future women will be expected to work more variable hours in both the service sector and in manufacturing, as well as a longer span of hours, were raised in union consultations. For example in the retail industry, the SDA reports evidence of a move to compressed hours where both full-time and part-time workers work fewer hours over more days. This trend is also reported in case study research in retail (Deery & Mahony 1994: 338-9). In the textile, clothing and footwear industry, employer moves for longer shifts and 6–7 day rosters have been deferred by commitments in agreements to negotiate around such changes. TCFUA officials anticipate that these changes will be pushed harder by companies in the next bargaining round.

Standard hours

Standard hour provisions coded by LIN record the existence of a 38 hour week as the basis upon which wages and other conditions are calculated. Table 2.4 indicates that just under half the enterprise agreements coded by industry contain standard hours provisions. Agreements in hospitality, wholesale and retail trade, finance and insurance and personal and other services were most likely to contain these provisions. However, when coded by enterprise gender concentration, table 2.5 indicates that male-dominated workplaces were somewhat more likely to contain standard hours provisions.

The majority of agreements with standard hours provisions refer to a 38 hour week. In only 65 agreements was there reference to a week longer than 38 hours. More than half of these agreements are in manufacturing, with two in education, health and community services and two in finance and insurance. There were also 147 agreements that referred to a lower than 38 hour standard. These were mainly in manufacturing (35%), transport and storage (14%), education and health (12%) and finance and insurance (9%).

There is little evidence that standard hours have changed to any real extent in federal enterprise agreements or that this has been an issue except in relation to the hours worked by part-time employees as discussed below. Union consultation indicates that by and large these provisions are a statement of status quo as opposed to a decrease in the standard hours.

Penalty provisions

Penalty provisions in agreements may concern the consequences of the expansion of ordinary hours, that is, redefining the hours that attract penalty rates. They may also deal with the actual penalty loading for overtime, hours worked outside ordinary hours and casual loadings.

As indicated in table 2.4, 21% of agreements coded for industry contain penalty rate provisions. This is consistent with AIR data (AIR 1995: 13). The industries in which penalty rate provisions appear in the majority of enterprise agreements include hospitality (73%), wholesale and retail (59%), personal and other services (58%) and finance and insurance (57%). Agriculture is the only male industry in which the majority of agreements (54%) have penalty rate provisions. In manufacturing, for example, only 18% of agreements contain any reference to penalty provisions.

A number of unions reported that the main changes in enterprise agreement penalty provisions were brought about by extensions to the spread of hours or days such as in the retail industry. Several retail agreements also provide for a reduction in the penalty loading. For example, the Myers–Grace Bros SDA Award provides for a 20% penalty loading which represents a reduction for employees in some states.

Reduction in the hours which attract penalty rates and of the penalty loadings themselves have a direct impact on take home pay. Probert (1994: 37) suggests that the Safeway Enterprise Agreement 1993-1996 (Print L3485), may result in less take-home pay for the women covered by the agreement because of the extended spread of hours and the conversion of casual work to part-time work. Several unions, such as the SDA and NUW, report that they try to ensure any such erosion of take home-pay is covered by the pay rises secured under agreements. In the retail sector, a number of agreements explicitly buy out penalty rates for evening work and ordinary hours worked on Saturdays.

Casual employment provisions

There are a range of matters covered by casual provisions in federal enterprise agreements. These include the casual loading, the ceiling on casual employment either relative to total hours worked or total employees, and provisions which provide for a translation of casual employment into part-time work with pro rata benefits. There are also a number of agreements which provide for the introduction of temporary employees which are not included in the LIN coding of casual provisions.

Romeyn's analysis (DIRa forthcoming) indicates that while most agreements with casual provisions have tightened up the definition of casual employment, up to a third of federal agreements with casual provisions do not define casual work per se. In such agreements, and in the parent awards to which they relate, casual employment is often defined merely as 'engaged and paid as such'.

LIN data set out in table 2.4 show that 25% of agreements coded both by industry and gender concentration have casual provisions. AIR data indicates this is the case for 26% of agreements (AIR 1995:13). Enterprise agreements in hospitality (81%), wholesale and retail trade (67%) and agriculture (58%) are the most likely to contain casual provisions.

Overall, casual provisions in enterprise agreements are more likely to be found in female-dominated and mixed industries, (with the exception of health community services and education), than in male-dominated industries. This is also the case when one looks at the agreements in Table 2.5 where male-dominated industries appear slightly less likely than mixed or female-dominated industries to have casual provisions.

Officials from the TCFUA and the AMWU report that provisions for casual work are appearing in manufacturing agreements at an increasing rate, with a number of agreements providing for casual or temporary employment to meet short-term needs. In other areas, restrictions on the ratio of casual to full-time employment have been weakened. For example, while awards in manufacturing often specify a limit of 15% casual employment, provisions in some enterprise agreements have watered this down. For example the Australian Topmaking Agreement 1994 (Print L5028) increased the ratio of casual to permanent employees from 1:15 to 1:9 (DIR 1995b: 264). The move towards temporary employees paid at ordinary time rates, with some limitations on the proportion of hours they work relative to total hours worked, is also evident in the banking sector (National Australia Bank Agreement 1994-1996, Print L3623) and in retail (Franklins SDA 1993 Agreement, Print L1129).

ACCI data on 1994 federal enterprise agreements highlights the increasing trend towards “new forms of contract of employment not previously available, or available on a more restrictive basis”, including probationary, fixed term and casual workers (ACCI 1994). For example, the Nylex Corporation (Seaforth) Agreement 1993 (Print K9502) provides for an increase from 3 to 6 months for the continuous use of casual labour and no restrictions at all on contract labour.

Part-time employment provisions

Part-time provisions may relate to a commitment to the conversion of casual to part-time employment (Sheraton Towers Southgate Employee Relations Agreement 1992, Print K5041), a limit on total part-time hours, a limit on the minimum or maximum hours to be worked per day or per cycle or a limit on the number of late nights or starts per day. The ANZ Enterprise Agreement 1994/5, (Print L4966) provides for a maximum of 128 hours over a four-week cycle phasing up to a maximum of 132 hours.

Agreements may also provide for increases in hours, or the ratio of part-time to full-time employment in a particular enterprise. Part-time provisions in several agreements in community services, retail and finance also provide for a flexing up of hours over the contracted or scheduled hours (ANZ Enterprise Agreement 1994/5).

Table 2.4 indicates that only around 14% of agreements coded by industry have part-time provisions. This is similar to AIR data which found that 15% of agreements have such provisions (AIR 1995:13). The industries where part-time provisions are most prevalent include; hospitality (73%), wholesale and retail trade (58%), finance and insurance (57%) and personal and other services (54%).

In agreements coded by gender in table 2.5, part-time provisions are significantly more likely to be a feature of agreements where women comprise 60% or more of the workers covered than those in which 40% or less of the employees covered are female. This trend is confirmed by consultation with unions with coverage in male-dominated industries. This indicates that while casual and temporary employment is increasing, there is very little part-time work available or provided for in enterprise agreements covering workplaces within such industries.

In consultation, Ann Junor of the University of Canberra raised the issue of whether the reduction of casual employment in favour of part-time employment is advantageous for women. There is growing evidence that while attracting pro rata benefits, part-time work itself is becoming less predictable, often leading to fewer hours of work. In these situations, the pro rata benefits of part-time work may not be enough to compensate for the loss of casual loading (Probert 1994).

Data are not available on the incidence of job share arrangements, although a number of agreements in the public sector and in finance and insurance have such provisions. These range from open-ended provisions which commit the organisation to consider any such requests by employees (Lend Lease Enterprise Development Agreement 1995, Print L8308) to situations where the availability of job-share arrangements will only be considered where the needs of the customers, as defined by the organisation, can also be met (Wesfarmers Federation Insurance Limited 1994, Print L9624).

Unions in manufacturing indicate an increasing incidence of job share arrangements not necessarily provided for explicitly in agreements. For example, under the Edgell Birdseye Agreement 1994 (Print L4673) changes at the Ulverstone plant, secured in the implementation of the agreement provide for job share of 12 hour shifts. At the Textile Enterprise described in chapter 3, an informal agreement between the union and management provides for job sharing of 7.5 hour shifts with one worker working two shifts and a second worker three shifts per week.

Shift provisions

The *ABS Working Arrangements Survey 1993* indicates that up to one-fifth of Australian workers work shift hours. Forty-one per cent of shift workers are women. The majority of shift workers, including women, work rotating shifts, with evening and irregular shifts the next most common types of shift arrangements.

Typical shift provisions contained in federal enterprise agreements refer to the length of the shift, the hours of work over specified time-cycles, salary arrangements including annualised salaries and RDOs. The types of changes flagged in agreement provisions may vary from looking at alternative shift arrangements (Ford Australia Enterprise Agreement 1993, Print M3938) to making extensive changes in working time arrangements including the introduction of 12 hours shifts (Edgell Birdseye Enterprise Agreement 1994, Print L4673). In some agreements, such as Glaxo Australia Pty Ltd Enterprise Agreement 1994 (L2604), provision is made for the agreement of the majority of permanent employees to a change to a 12 hour shift arrangement. In a number of agreements there are provisions for seven-day continuous shift work (Geelong Wool Combing Enterprise Agreement 1993, Print K9419).

Table 2.4 indicates more than a quarter of coded agreements refer to shift hours, shift arrangements or shift penalties. DIR data on enterprise agreements indicate that one-fifth of certified agreements contain provisions for shifts (DIR 1995a) as does AIR data (AIR 1995:13). LIN data in table 2.5 indicate little difference in the presence of shift provisions based on an analysis of enterprise gender concentration. The industries where shift provisions are more likely to be found in agreements include wholesale and retail trade (56%), mining (48%), personal and other services (46%), finance and insurance (44%) and hospitality (44%). This is perhaps surprising as shifts are not generally associated with service industries. However, in some industries with a high concentration of women workers such as in finance, several enterprise agreements provide for the introduction of 12 hour shifts in the electronic data processing areas (Lend Lease Enterprise Development Agreement 1995, Print L8308).

Indeed shift work in female industries may be more prevalent than indicated by the data. Currently, the coding of shift provisions does not identify situations where, in some industries such as retail, the extensive use of part-timers and the increased spread of hours and days can mean that the flexibility of hours provided by continuous shifts is effectively achieved. In the banking industry and in retailing, rostering and staggered start and finish times also effectively provide for a number of shifts.

Concern has been expressed about the impact of 12 hour shift arrangements on female workers and workers with family responsibilities (Heiler 1995). The number of agreements which provide for 12

hour shifts for some or all of the workforce is not available. However, ACCI reports that in many 1995 agreements, 12 hour shifts and 24 hour continuous operations proved very popular as employers sought return from investments in plant and machinery (ACCI 1996).

Feedback from some of the male-dominated and mixed industry unions, such as the NUW and AMWU, indicates that changes to shifts arrangements are generally a closely negotiated issue. TCFUA officials report workers at some enterprises have rejected moves to 12 hour shifts outright. A number of enterprises agreements have provided for 12 hours shifts in selected areas, often predominantly male areas of employment.

The impact of this selective implementation of 12 hour shifts is of concern to the TCFUA as it effectively shuts off an area of work to women workers with consequences for training, career progression and access to overaward payments. The implementation of 12 hour shifts on an incremental basis is seen by the union as an employer strategy to move the total workforce on to 12 hour shifts and in the future to hire only those workers prepared to work these hours.

However, the implementation of the Edgell Birdseye Agreement 1994, which provided for a move to 12 hour shifts, is reported by AMWU officials to have been supported by women workers to help them with their family responsibilities. According to the NUW, nine hour shifts have also been introduced in the pharmaceutical industry with the support of workers with family responsibilities. The FSU also reports that a minority of finance sector workers, mainly those without family responsibilities, also support such arrangements.

The perceived success or otherwise of 12 hour shifts depends to a large degree on other agreement provisions as well as the negotiation and implementation processes. For example, in the vehicle industry, AMWU officials report that where there is a requirement to work reasonable overtime, this can remove the leisure time promised by the move to 12 hour shift arrangements. The acceptance of extended hours shifts depends also on the way in which they are implemented. For example, concern was expressed by the Secretary of the Food Division of the AMWU that the team structures that implement the workplace reforms, including shift arrangements, provided for in many enterprise agreements, could impact adversely on women workers who may form a minority of team members and are less likely to be team leaders.

Overtime

Data from the 1993 *ABS Working Arrangements Survey* indicate that 39% of male employees regularly worked overtime compared to 24% of female employees. This includes those who also worked on a casual basis.

While currently there is no LIN data available on overtime provisions in enterprise agreements, DIR data on Part VIB agreements indicate that 37% of Part VI agreements contained overtime provisions. When analysed by industry grouping, agreements in mining and agriculture were the most likely to contain overtime provisions (68%) while this was the case for 43% of agreements in personal, community and financial services (DIR 1995b:145).

Most overtime provisions provide for overtime rates to apply outside the spread of ordinary hours and days or where more than total weekly, fortnightly or monthly hours are worked. For example, the SDA Hungry Jacks (SA and NT) Certified Agreement 1995 (Print L8687) provides for overtime to be paid after nine hours work per day or 38 hours per week.

Consultation with unions in the service industries indicates that many of the changes introduced by, or facilitated through enterprise bargaining, have reduced the amount of overtime worked. This has

been achieved mainly via an increase in the span of hours and new rostering arrangements. A number of agreements in the retail, finance and community services industries provide for a flexibility of rostering through part-time hours and the flexing up of scheduled part-time hours to meet times of peak demand rather than overtime.

In general, overtime has been more of an issue for workers in male-dominated industries and enterprises. For example, the AMWU reports that in negotiations for the Toyota Australia Workplace Agreement 1995 (Print L9544) the requirement to work 'reasonable' overtime was an ongoing issue, especially for workers with family responsibilities. In several agreements, predominantly in manufacturing, the requirement to work sometimes up to 20 additional hours as reasonable overtime can impact directly on the leisure time the changes to shift arrangements were designed to maximise. One of the more extreme examples is in the Oakley Abattoirs Enterprise Agreement 1995 (Print L9400) which removes all restrictions on working 'reasonable' overtime. There are also several agreements in female industries such as health and community services which also have provisions which require employees to work reasonable overtime. (St John of God Hospital Subiaco Caregiver Agreement 1994, Print L9592).

Flexitime

Data from the ABS 1993 Working Arrangements Survey indicate that 18% of female employees and 23% of male employees were able to vary their start and finish times.

The LIN database does not code specifically for flexible working hours, flexitime or other specific flexible arrangements such as start and finish times, meal breaks or rest breaks. DIR data from WAD indicates that 35% of Part VI agreements contained flexible working hours provisions, 33% contained meal breaks and 20% provided for rest breaks (DIR 1995b: 145). ACIRRT data from the ADAM database (a sample of state and federal agreements) show that 66% of coded agreements contained flexibility in starting and finishing times including increased span of ordinary hours, flexitime and averaged hours (Heiler 1995: 87).

A review of 1993 enterprise agreements by ACCI indicates that a number of agreements provide for start and finish times to be set by the individual and team after consultation with management, such as the IPEC Management Services Data Centre Certified Agreement 1993, Print K9464 (ACCI 1994). There have also been some family-friendly leave arrangements such as in the Ford Australia Enterprise Agreement 1993 Print K7725 which allowed the use of annual or sick leave as sick leave in two-hour blocks.

Flexibility in RDOs

Data from the ABS 1993 Working Arrangements Survey indicate that male workers were more likely to be entitled to RDOs (34%) than female workers (20%).

Information on RDO provisions is not collected by the LIN or the AIR databases. Data from WAD indicate that 40% of Part VI agreements registered up to December 1994 contain RDO provisions. ACIRRT data from the ADAM database indicate that 21% of a sample of state and federal enterprise agreements contain changes to RDOs including accruing, cancelling, reducing RDOs and providing for make-up time outside work hours (Heiler 1995: 87).

A survey undertaken by LIN of agreements for the second stage of the Personal/Carers Leave Test Case (ACTU 1995a) indicates a mixture of employer- and employee-initiated flexibility in RDOs. For example, banking RDO provisions range from setting maximum days that can be banked (Hotel Diana Certified Agreement 1995, Print L9776), requirements that banked RDOs be taken within certain time periods (Simon Carpets Enterprise Bargaining Agreement 1995, Print L9648), taking of

RDOs on mutually agreed days (Metalec Services Enterprise Agreement 1995, Print M0039) and specified periods when RDOs cannot be taken (O'Brien Glass Industries Enterprise Agreement 1995, Print K7277).

There have also been other changes in agreements, including losing RDOs outright in exchange for a wage increase (Wimmera Base Hospital Enterprise Agreement 1995, Print M4956), decreasing the number of RDOs, taking them at fixed times or variable times to fit in with production requirements, and limits or extensions on banking RDOs both to meet the needs of workers with family responsibilities and the needs of the enterprise. The Ford Australia Enterprise Agreement 1993 (Print M3938) restructures RDOs to nine fixed and three flexible days depending on operating requirements, and the Edgell Birdseye Agreement 1994 allows workers to add their RDOs to their annual leave.

SDA officials report the main issue in enterprise bargaining negotiations in the retail industry has been preserving access to RDOs. A number of second-round agreements in both finance and retail contain increasing detailed requirements for employee agreement when RDOs are accessed. An example of this is set out in the Supermarket Enterprise case study described in chapter 3.

Time off in lieu of overtime

Data from the 1993 ABS Working Arrangements Survey indicate that many workers are able to work extra hours in order to be able to take time off. For example, 35% of male employees in the retail and wholesale trade reported being able to do so as did 32% of female employees.

While there is currently no available data on the extent to which enterprise agreements provide for time off in lieu of overtime, union consultation suggests that such arrangements are present in many workplaces on an informal basis. The AMWU, for example, does not consider such provisions as necessarily appropriate for enterprise agreements, but rather for negotiations on the shop floor by consultative committees or via team structures set in place by enterprise agreements.

Agreements containing time off in lieu of overtime provisions may provide for employee election or discretion, mutual agreement or for employer discretion or direction. For example, Lend Lease Enterprise Development Agreement 1995 (Print L8308) provides for employee election, the Anti-Cancer Council (Victoria) Enterprise Agreement 1995 (Print 7212) provides for mutual agreement and Kolotex Australia Enterprise Agreement 1994 (Print L8194) provides for company direction.

An analysis of agreements undertaken in 1995 by the ACTU for the second stage of the Personal/Carers Leave Test Case indicates that there are an increasing number of agreements which provide for time off in lieu at ordinary time rather than overtime rates. The Anti-Cancer Council Enterprise Agreement provides time for time when overtime is worked within the spread of hours, while the Lend Lease Agreement 1995, provides time for time.

Time off in lieu of overtime has also been an issue in the textile, clothing and footwear industry where in the first Stafford Manufacturing Certified Agreement 1993 registered prior to the March 1994 changes to the IRA, time off in lieu of overtime was provided at the discretion of the employer. The current agreement addresses employee requirements for flexibility (Stafford Manufacturing Certified Agreement 1994, Print L9389) by providing for overtime to be banked.

There is also a wide variation in the duration for which time in lieu is banked. In the Lend Lease Agreement 1995, time in lieu must be taken within three months and in the Koletex Australia Agreement 1994, unused time in lieu is paid out at the annual shutdown. In the Stafford

Manufacturing Certified Agreement 1994 if overtime is not used as time in lieu, it is to be paid out at overtime rates.

Annualised hours/salaries

Annualised hours' provisions in federal certified agreements normally provide for an approximation of, or place a limit on, overtime, allowances or penalty rates on an annual basis. These are generally averaged out over the year and incorporated into weekly wages regardless of the penalty hours or overtime performed in the pay period (AIR 1995: 7). This produces a flat, loaded hourly rate.

LIN codes an annualised wage rate as any wage inclusive of overtime, shift penalties, etc., expressed on a weekly basis. That is, any rate which is loaded to include penalties and allowances previously calculated separately. Table 2.4 indicates that there are relatively few agreements which have institutionalised annualised salaries or hours (9%). Industries where annualised hours provisions are most likely to occur include hospitality (36%), construction (25%), mining (25%), and finance and insurance (13%). As indicated in table 2.5, male-dominated enterprises are more likely (10%) than female-dominated enterprises (5%) to contain annualised hour provisions.

LIN researchers reported a real difference between metals and transport agreements, where annualised hours are likely to be calculated on a weekly basis and other service sector agreements where salaries may be calculated over a month or a year. A number of agreements provide for a rolling up of all or some of the penalties and allowances into an all-up weekly rate. For example, the NUW reported on the successful implementation of the Castrol Oil Enterprise Agreement 1995 (Print M4145) where workers are paid for a 45 hour week, with pay rates based on 35 ordinary hours and 10 hours at time and a half, regardless of hours actually worked.

Union consultation and recent research (Probert 1995b: 19) suggest the implementation through rostering of annualised hours and salaries is critical to how these provisions are perceived by employees. The impact of annualised salary arrangements on employees will depend on provisions for employee preference, employee agreement and notice of rosters. This has been a recent issue at the Sheraton Southgate Hotel, where LHMWU officials report that particular employee preferences for regular hours on weekends or weekdays cannot be met by rostering arrangements provided for in the agreement, which aim to distribute hours for all employees evenly across days, evenings and weekends.

Women workers who receive annualised salaries often gain access to greater superannuation because entitlements are calculated from a higher base and hourly rate. It has been argued that, in this way, annualised salaries can deliver real benefits to those women. The predictability of set weekly wages is an additional benefit.

On the other hand, annualised hours and salaries arrangements may have a negative impact on female workers because they may result in having to work more hours for the same pay or may make it really difficult for workers, particularly those with family responsibilities, who do not want or are unable to work unsocial hours. Campbell (1995: 11) points to the potential for the erosion of flat wage rates over time through the use of annualised salaries.

Table 2.7: Type of wage increase by industry

Industry	Type of wage increase (%)					
	Annual	Specific (single and stepped)	Conditional only	Now wage present	Reference To parent Award only	Total Agreements
Health and Community Services/Education	6.4	65.5	7.7	10.0	10.5	220
Finance and Insurance	13.4	62.7	7.5	13.4	3.0	67
Hospitality	35.5	58.1	3.2	3.2	0.0	31
Personal and Other Services	6.1	75.8	6.1	0.0	12.1	33
Wholesale and Retail Trade	0.0	76.7	10.0	3.3	10.0	30
Property and Business Services	2.7	70.3	10.8	8.1	8.1	37
Government Administration and Defence	4.0	31.8	4.6	13.5	46.1	349
Agriculture, Forestry and Fishing	11.1	77.8	0.0	11.1	0.0	18
Communication Services	7.3	51.2	0.0	31.7	9.8	41
Manufacturing	5.6	81.3	6.2	5.6	1.2	1698
Transport and Storage	10.0	75.7	4.9	6.8	2.7	412
Energy and Utilities	5.9	65.7	2.0	18.6	7.8	102
Construction	24.9	62.3	5.1	6.1	1.7	297
Mining	24.7	64.9	3.1	5.2	2.1	97
TOTAL	8.6	70.9	5.7	7.7	7.2	3432

Source: Labour Information Network.

Wages outcomes

While wage outcomes were not a direct focus of the Flexible Working Hours and Women Project, they are relevant in that the ACTU Women's Committee has expressed concern that women workers, particularly those in female industries, are trading off employer-initiated hours flexibility for wage increases. Recent research, including that based on the New Zealand experience of enterprise bargaining, suggests that women receive lower wage increases from enterprise bargaining and receive these increases later than male workers do (Hammond 1994; DIRETFE 1993; Hall & Fruin 1994).

The LIN data set out above in table 2.7 shows that 85% of coded agreements contained specified wage outcomes. AIR data indicates that this was the case for three-quarters of agreements analysed (AIR 1995: 6). However, 15% of agreements coded by industry recorded no wage increase or made reference to the parent award only. Almost a third of agreements in the communication industry recorded no wage increase while this was the case for 19% of agreements in energy and utilities, 14% in government administration and defence and 13% in finance and insurance. There was little difference between mixed-gender, male-dominated and female-dominated enterprises in the terms of agreements without any wage increase present. Agreements in property and business services (11%) and wholesale and retail trade (10%) were the most likely to have conditional or productivity only-based wage increases.

Table 2.8 indicates that as at February 1996 the average annual wage increase in enterprise agreements, where wage increases were present, was 4.32%. When wage increases were weighted by the number of employees covered by each agreement the annual average wage increase was 3.37%.

Table 2.8: Average annual wage increase by industry

Industry	Average annual wage increase (%)				
	Mean	Mean Weighted	Minimum	Maximum	Total Agreements
Health and Community Services, Education	3.00	2.55	0.70	9.40	104
Finance, Property and Business Services	3.87	3.99	0.70	10.00	56
Hospitality	2.86	2.57	1.30	6.00	15
Personal and Other Services	4.03	1.89	0.94	8.10	16
Cultural Services and Recreation	3.01	2.82	0.67	6.00	35
Wholesale Trade	4.14	4.41	0.50	7.65	16
Retail Trade	4.01	5.46	1.52	6.79	10
Government Administration and Defence	4.25	2.20	0.70	9.44	107
Agriculture, Forestry and Fishing	4.37	4.55	2.50	6.00	8
Manufacturing	4.39	4.08	-9.90	11.14	1302
Transport, Storage and Communication	4.46	3.95	0.47	13.47	186
Energy and Utilities	3.46	4.03	1.00	6.70	65
Construction	5.80	5.17	0.52	15.00	172
Mining	3.20	3.12	1.00	6.50	56
TOTAL	4.32	3.37	-9.90	15.00	2148

Source: Labour Information Network

The industries recording the highest average annual wage increase per agreement included construction (5.80%), transport, storage and communications (4.46%) and manufacturing (4.39%). Agreements in female-dominated industries such as health, community services and education (3.00%), finance, property and business services (3.87%) and hospitality (2.86%) recorded below average annual increases. These data support AIR research which indicates that higher wages tend to occur in particular industries and involve particular unions. Up to April 1995, more than half the above-average per annum wage increases in agreements were primarily negotiated by four unions – the AMWU, the CFMEU, the CEPU and the AWU; and nearly two-thirds were in four industries – metals, construction, private transport and plumbing (AIR 1995: 10).

The industries in which workers covered by these agreements received above average annual increases included retail (5.46%), construction (5.17%), and agriculture (4.55%). Workers covered by agreements in finance, property and business services also gained above average annual increases (3.99%). Workers covered by agreements in personal and other services (1.89%), hospitality (2.57%), health, community services and education (2.55%), and cultural and recreation (2.82%) received below average annual increases.

It should be noted that these annual average wage increases do not necessarily represent the actual increases received by female and male workers. That is, both men and women workers covered by the same agreements in either male-dominated or female-dominated industries or enterprises would receive similar average annual wage increases.

Nor does data on the type and amount of wage increases present a cumulative picture of total wage increases gained where employees in particular enterprises may have secured a number of wage increases, specific and conditional, through two or more enterprise agreements. There is some indication that the duration of agreements in female-dominated industries such as retail is longer than average. Where there are stepped or staged wage increases, this will impact on the total wage outcome of enterprise bargaining. However, AIR data (1995: 8) indicate that in general longer agreements have larger wage increases which tend to be spread out over the duration of the agreement.

While earlier research on enterprise bargaining indicated that full-time workers and male workers were more likely to receive wage increases through enterprise bargaining (Short et al 1993), the

spread of bargaining means more women workers have had access to wage increases. Data on wage increases do not however record any conditions that were traded off for specific wage increases. The NUW reported that, in instances where the spread of hours increased and the wage component made up of penalty rates paid for working outside ordinary hours consequently decreased, any such loss of pay was added directly on to the wage claim. However, as indicated in the six agreements described in chapter 3, there appears to be little relationship between the quantum of the wage increases and the extent of changes to working time arrangements secured through the agreements.

Summary

An increasing number of women workers are now covered by enterprise agreements. Union consultation and the analysis of LIN data suggest that there is not only a gender concentration in hours matters, but that the type of working time provisions, and the extent to which they increase the non-standard working time arrangements, are quite industry specific. That is, many service industry agreements, particularly those in retail and finance, are focused on the adjusting and tightening up of working time arrangements negotiated through second-tier negotiations or under the Structural Efficiency Principle as well as reducing labour costs. These changes have been overwhelmingly employer-driven, particularly in relation to the removal of restrictions on part-time and casual work and an increased span of hours and days.

In the manufacturing area, the management agenda has been characterised as more a reorganisation of working hours to meet the changes in shift arrangements. As recent research indicates, unions have been able in many instances to negotiate more control over hours matters (Hall & Fruin 1994: 79), or more attractive compromises than unions in the service sector have been able to negotiate (Bosch 1995: 38). However, working time flexibility with an emphasis on minimising wage costs is clearly on the agenda, either specifically or mediated through team structures.

The dominance to date of the employer agenda in enterprise bargaining has brought with it an awareness within many unions that employer-defined flexibility and employee-defined flexibility may not be synonymous. However, where agreements containing provisions such as RDOs, flexitime and time off in lieu of overtime provide for mutual agreement to be given, the potential exists for employees to use this flexibility to their benefit.

This analysis indicates that agreements in female-dominated industries, and to a lesser extent in female-dominated workplaces, are generally more likely to contain some flexible hours provisions, such as span of hours, part-time, casual and penalty rate provisions. However, such an analysis of the presence of provisions, in agreements does not document actual changes at the workplace level nor the direction and quantum of that change. The six case studies set out in chapter 3 detail a number of federal enterprise agreements and examine the negotiation and consultation process, the implementation of hours' provisions and the impact these provisions have had on women in workplaces covered by these agreements.

Chapter 3: Flexible work hours case studies

Introduction

The case studies set out in this chapter describe six enterprise agreements in five industries: finance, food manufacturing, retail, textile manufacturing and community services. The case studies focus on:

- the involvement of women workers in the enterprise bargaining negotiation and consultation process;

- the changes in working time arrangements and their implementation; and
- the impact of these changes on pay, working conditions and family responsibilities.

Feedback from the case study enterprises on women workers' preferences for flexibility is discussed in chapter 4.

The case study enterprises

The selection process for the case study enterprises is set out in appendix 2. The agreements which form the basis for the selected case studies cover a range of gender concentration, workplace size, industries, occupations, employment status and unions as indicated in table 3.1. These enterprises are based in New South Wales, Queensland, South Australia, Tasmania and Victoria. To provide confidentiality and to ensure the participation of management and unions, case study enterprises are identified only by a generic industry name: Credit Enterprise, Food Processing Enterprise, Retail Enterprise, Supermarket Enterprise, Textile Enterprise, Community Enterprise.

The enterprise agreements described in the Community Enterprise, Retail Enterprise and Textile Enterprise case studies are first-up agreements. Food Processing Enterprise had negotiated two agreements, one in the state and one in the federal jurisdiction and was finalising its second federal agreement. At the time of consultation, both Supermarket Enterprise and Credit Enterprise had both just finalised their second federal agreements.

Case study methodology

The case study methodology is set out in appendix 2 and involved:

- consultation with the relevant unions including federal and branch officials, responsible organisers and shop stewards, delegates and representatives;
- consultation with management representatives of the relevant employer;
- focus group discussions with 124 women workers across selected workplaces with representation from full-time, part-time, casual workers, relevant occupational groupings, and NESB women; and
- administration of a small survey to 173 women workers across the workplaces. These included all the focus group participants and, in a number of case studies, women workers unable to attend the focus groups.

Table 3.1: Features of selected case studies

Case study enterprise	Industry	Workers covered	Women Workers %	NESB Workers %	Main Occupational Grouping	Employment Status %	Relevant unions
Credit Enterprise	Banking	82 across 5 sites	72%	n/a	Clerical sales and service	FT:80% PT:18% Cas:2%	FSU
Food Processing	Food Manufacturing	840 to 2,200 on 1 site	49%	45%	Labourer/process workers Plant/machine Operator Trades	FT:13% PT:1% Cas:86%	NUW
Retail Enterprise	Retail	23,113 across 70 sites	81%	n/a	Sales and Service Clerical	FT:27% PT:34% Cas:39%	SDA (ASU)
Supermarket Enterprise	Retail	3718 across 47 sites	61%	n/s	Sales and Service Clerical	FT:35% PT:27% Cas:38%	SDA
Textile Enterprise	Textile Manufacturing	1,200 Across 7 sites	38%	49%	Plant/machine Operator Labourer/process workers Trades	FT:90% PT:7% Cas:3%	TCFUA (CEPU/AMWU)
Community Enterprise	Community Services	280 across groups and individual homes	88%	n/a	Personal Services Clerical	FT:10% PT:10% Cas:80%	ASU

* At time of enterprise agreement

The case studies

As far as possible the case studies are written in a descriptive manner with discussion of their implications left to chapter 4. This is to ensure a fair presentation of the views of the women, union and management representatives who were consulted and interviewed. Chapter 4 explores the findings and general implications of the case studies.

Finance industry case study

The Finance Sector Union (FSU) reported that, in the finance industry, the initial impetus to enterprise bargaining had come from the union in many instances. However, changes to working time arrangements have been generally employer-driven, with an emphasis on:

- an increase in the spread of hours;
- a decrease in overtime and penalty rates;
- an increase in part-time hours;
- an increasing number of casual hours worked per annum.

The union reported that more employee-initiated flexibility was beginning to appear in agreements, particularly with respect to accessing RDOs. Requirements for mutual agreement, particularly in regard to changes to working time arrangements, have offered some protection for workers.

Of the enterprise agreements in the Department of Industrial Relations' Workplace Agreement Database at May 1995, 64 had been in the finance and insurance industry. The majority of these were in the banking sector. The Credit Enterprise agreements described here are typical of many in the banking sector in terms of changes to working time arrangements. The emphasis on a comprehensive competency-based pay system is, however, typical of only a few banking sector agreements.

Credit Enterprise

Credit Enterprise is a state-wide financial institution involved in lending, money management and consumer-related activities. Credit Enterprise is staffed by a total of 82 employees in five branches, a finance and corporate section and a services centre located at the head office. Recent years have seen considerable growth in Credit Enterprise's activity and a widening of its customer base. The FSU has coverage of employees at this organisation.

Currently, Credit Enterprise operates Monday to Friday. However, with competition increasing in the financial services sector, management is looking to provide more flexible hours for its customers, including Saturday opening.

In the period of the case study, Credit Enterprise was operating under its first enterprise agreement and had just completed negotiations and consultations for its second. While the emphasis in the case study is on the first agreement, issues were raised in the case study process which are relevant to both agreements.

Case study employment profile

Women make up almost three-quarters (72%) of Credit Enterprise employees (see table 3.2). The majority of these women work in the five branches in loans or teller positions. Over two-thirds (68%) work on a full-time basis, 27% on a part-time basis and 5% on a casual basis. All part-time employees are female, and currently three of the five casual positions are held by women. Casual employment comprises 6% of the total full-time workforce. Four focus groups were held with 15 participants.

Background to enterprise agreement

Until 1992, employees at Credit Enterprise were covered by a state-based common rule award. In 1992, a federal finance sector award was registered which then provided coverage. In 1994, this award was amended to include a separate section providing enterprise-specific provisions for Credit Enterprise employees. At the same time a federal enterprise agreement (EA 1) came into operation.

Impetus to enterprise bargaining

Credit Enterprise management reported that the impetus to pursue enterprise bargaining had its origins in a staff survey in 1992. The survey results indicated that staff were unhappy with the traditional finance sector career structure which was based on age and length of service. In negotiating the first enterprise agreement, management aimed to:

- pursue a quality path;
- address unfairness in remuneration for those who had been there some time and also young people under 21 who did the same work as the older employees;
- move to a rotational team system where tasks would be rotated between teams and team members as the basis for developing a competency-based pay system.

Enterprise bargaining was supported by management primarily because of the potential to introduce a competency-based pay system. According to the general manager, *We knew to change workplace attitude we needed equity in the system; there is a business case for competency in that it ensures*

uniformity of standards and performance. There were obvious financial constraints to consider but *enterprise bargaining is not just a one agreement process.* Credit Enterprise management did not expect to achieve productivity improvement with the first agreement, with the general manager describing EA 1 as *getting people used to the idea of input, ownership and control.*

The union's major concern was to secure a salary increase for members. According to the union organiser, this was *in view of the fact that Credit Enterprise wanted to restructure the organisation and move from a traditional 9 to 5 operation.*

Table 3.2: Credit enterprise employment, October 1995

Classification	Full-time		Part-time		Casual		Total	
	Female	Male	Female	Male	Female	Male	Female	Male
Total branch staff	25	6	13		3	2	41	8
Tellers/Clerks	10		10		3	2	23	2
Reception			3				3	0
Loans Assistant/Officer	10	1					10	1
Senior Loans Officer	2	3					2	3
Marketing Officer	3	2					3	2
Total finance/corporate	9	6	4				13	6
Trainee	1	1					1	1
Clerk	3						3	0
Senior Clerks/Officers	3	1	3				6	1
Accountant		1	1				1	1
Credit Manager		1					0	1
Corporate Specialist	2	2					2	2
Total services	6	1					6	1
Management team	2	7					2	7
TOTAL	40	21	16	0	3	2	59	23

Source: Credit Enterprise

The enterprise agreements

Certification and duration of agreements

Management was concerned to have agreements of shorter rather than longer duration, as according to the general manager, *if something has been missed, we can fix it.* The union supported an agreement of one year's duration *because we want the opportunity to revisit it if we need to.* The down side, according to both parties, of agreements of such short duration was the frequency of the work involved with the negotiations and consultations.

Both agreements at Credit Enterprise were of one year duration, but in practice, only came into operation on the date of certification. The first agreement (EA 1) was certified under section 130C of the IRA in September 1994. EA 1 was replaced by a second agreement (EA 2), which was certified under section 170MA of the IRA in September 1995.

Changes to working time arrangements

The changes to working time arrangements from the 1994 Award, the first enterprise agreement (EA 1) and the second enterprise agreement (EA 2) are shown in table 3.3.

Other main issues within the agreements

Other changes made in EA 1 included:

- the introduction of a rotational team system;
- annual leave loading to be paid annually on a specified date;
- agreement to negotiate a full competency-based pay system to replace current grades system;
- abolition of individual performance appraisals and introduction of a bonus system;
- development of competency-based core curriculum;
- the establishment of a Joint Consultative Committee (JCC).

In EA 2, the competency-based pay system was put in place as was the process for the development of competency-based curriculum.

There were no equity provisions in either EA 1 or EA 2, although the award provides for *leave for pressing necessity*.

Wage increases

EA 1 provided a wage increase of \$10 per week from the date of certification with pro rata increases for part-time and junior employees.

Prior to EA 1 there was a formal individual appraisal system in place which provided employees with an additional annual bonus. EA 1 replaced this with a bonus system which was paid on a team basis. The bonus system applied only to permanent staff and thus excluded casuals. All team members received an equal amount determined by multiplying the maximum individual bonus with the percentage score a particular branch received. Employees who worked outside branches received an average of all branch bonuses.

No specific wage increase was negotiated with EA 2. The wage increases employees gained with the certification of EA 2 were based on the implementation of the competency-based pay structure. Those whose positions had been 'red circled' would receive a minimum of \$416 per annum, or \$8 per week. Other staff would receive the wage rate specified for their level of competency up to a limit of \$3000. Those who would have received more than \$3000 were to have the remainder of the wage increase paid with the certification of EA 3.

EA 2 eliminated youth rates because, according to the human resources manager, *they are not compatible with competency*. As at July 1995, there were 4 workers under 21 who would have been affected by this provision.

Issues arising from case study

A number of issues came out of the case study process at Credit Enterprise. They include:

- the consultation/negotiation process;
- implementation of the agreement;
- the impact of working time changes.

Table 3.3: Changes to working time arrangements at Credit Enterprise

Working time provisions	1994 Award conditions	EA 1 – 1994	EA 2 – 1995
Span of hours	M-F: 7am to 7pm EA 2 – 1995	M-F: 6am to 8pm Sat: 8am to 1pm Sat: 8am to 1pm	M-F: 6am to 9pm
Rostering	Cycle: 152 hours over 19 days Limits: 8 hours per day, 40 hours per week	Cycle: 152 hours over 20 days by mutual agreement Limits: 10 hours per day, 50 per week Limits: 10 hours per day, 50 per week Changes in Scheduled hours: Agreement to be in writing If agreed, to be trialled in next fortnightly period; if unsatisfactory revert back to previous hours.	Limits: 10 hours per day, 50 per week
RDOs	3 weeks of 40 hours, 1 week of 32 hours Banking: Can be required to work RDO with 3 days' notice By employee application can <ul style="list-style-type: none"> • defer to next cycle; • forfeit and be paid at ordinary time; • bank up to 2 RDOs; • take it as 2 half days. 		
Penalties	During spread of hours/scheduled hours: M-F – nil Sat – 50% for first 3 hrs, then double time Overtime: M-F – Outside scheduled hours or span of hours M-S – 50% for first 3 hrs, then double time in excess of 8 hours per day, 40 hours per week.	During spread of hours/scheduled hours: Sat – 50% for first 3 hrs then double time	During spread of hours/scheduled hours: Sat: Nil
Part-time	Hours: Min: 15 hours p/w, Max: 29 hours p/w Limit: 17.5% of total full time employment x 29 hours	Hours: Over 4 week cycle unless mutually agreed Min: 3 hours, Max: 132 hours Scheduled hours and changes to scheduled hours to be agreed in writing. Limit: 30% of total full-time hours over four-week cycle Additional hours: Mutual agreement to work above scheduled hours paid for at ordinary time rates.	
Casual	Casual loading: 25% Limits: 5% of total full-time employment Min: 3 hours Max: 40 days in each six-month period	Limits: Only for short periods to cover emergencies. Casual staff only to be employed after P/T staff offered additional hours	
Meal breaks	45 minutes	45 minutes; can be reduced to 30 by mutual agreement (This has an effect on start and finish times)	
Time in lieu		By written mutual agreement take time in lieu at equivalent overtime rates	

Consultation

In the required statutory declarations to the Commission for certification of EA 1, both the management of Credit Enterprise and the union stated that female employees and young persons under 21 years of age were consulted and informed about the agreement and that the interests of 'relevant employees' were taken into account in negotiation.

Negotiations for EA 1 started in July 1993, with discussions between the union and Credit Enterprise management on 'something unique to the industry'; a competency-based pay system. Credit Enterprise supported extensive investigations into this type of system by both parties.

According to the union, which has coverage of around 50% of the organisation's employees, the negotiation of EA 1 was drawn up on the basis of the union's considerable experience in enterprise bargaining and most problems were ironed out before it was certified. *For example, when they suggested a span of hours of 6am to 10pm we were able to say our members won't agree from our experience with other organisations.*

The consultation process

A consultative committee was established just before certification of EA 1. Members were not elected, but selected to represent both union and non union employees. The committee included:

- the union organiser;
- 2 union nominees, including the union delegate;
- 2 non-union nominees from Credit Enterprise, including the human resource manager;
- General manager.

Two 'road shows' involving the union and management were held to explain the basic agreement to staff. Part-time workers attended these meetings, according to the union, as they were held after work. All staff were given copies of the draft agreement, the provisions of which were addressed by the union organiser and management. The implications for part-time workers were explained, including the requirement to work additional hours on an 'as needs' basis by mutual agreement.

The big issue was laying the ground work for the competency-based pay structure in EA 1 and establishing it in EA 2. This has been very time consuming as we were not able to go anywhere else to gain from other's experience.

Member of JCC

The use of casuals was to continue only in extreme emergencies and part-timers were to be offered any additional hours before casual staff were employed. The union reports that part-timers were extremely pleased about this access to additional hours. Time off in lieu of overtime is an issue that the union does not generally support and so it was inserted into the agreement on the basis of mutual agreement.

Issues such as rostering were discussed and, after feedback from employees, the union moved to ensure that each change set out in the agreement would be implemented only by written mutual agreement. Other issues discussed at the 'road shows' included the move to a 152 hour cycle away from the 19 day over 4 weeks' cycle, and to a different constellation of hours. The built-in trial period and the need for mutual agreement was viewed by the union as dealing with most of the concerns raised. Two separate ballot papers were distributed, one for union and one for non-union staff. The agreement got support of around 75% from union and non-union employees, according to the transcript of the certification hearing.

Involvement in consultation

Twelve of the 15 focus group participants (80%) reported they were given a fair chance to have their say about their enterprise agreements. Nine (60%) of the focus group participants indicated that they knew about most of the things in their agreements. It was clear that the relatively small size of the work sites had assisted the consultative process for both EA 1 and EA 2.

Several focus group participants described the consultation process for the EA 1 as *having a feeling of urgency* and said there was not much time to think about the agreement. Others said there was more opportunity with EA 1 than EA 2 to be involved. However, meetings about both agreements were held after hours and several focus group participants indicated that they found it difficult to stay to the end of the meeting because of family commitments.

There was also some misunderstanding about the impact of the new provisions in EA 1. One focus group participant said: *I was shocked to see the extended hours and thought we would have to work these hours. It was never properly explained.* Another issue discussed during the consultation process included the possibility of Saturday trading in the future which was seen as inevitable by many focus group participants. Two focus group participant said they would be happy to work Saturdays, *but not if it was paid for at ordinary time.*

No one knew how the reps were chosen. There wasn't the fairness there. They weren't fighting for us. We can't have the same people on it year after year. It is all so secretive, with EA 2 we were constantly being told 'we can't discuss this with you yet'.

Focus group participants

Neither the consultation process for EA 1 nor EA 2 included casuals. Casual workers were not included in the consultation process according to management, because they were filling in jobs on an ad hoc basis and did not have individual roles. One focus group participant said *I was casual when EA 1 was voted on; I got a newsletter but didn't go to the meetings.*

Another focus group participant expressed concern that people did not vote on every item in the agreement. Others said that they did not know who was on the negotiating committee or how they got to be there. There was also some concern expressed in focus groups that the employee representatives on the committee were *higher ups* and *top dogs with no feeling for anyone with school-aged children.*

The involvement of the union delegate in the negotiation of EA 1, and her successor in monitoring this agreement and negotiating EA 2, was acknowledged as extremely valuable by many of the focus group participants who had been close to the consultation process. One focus group participant who was on the consultative committee said that it was hard to give feedback to other employees.

The negotiation and consultation process for EA 2 was more organised and the JCC established by EA 1 worked on the draft agreement provisions. One of the major tasks was the development and establishment of a competency-based pay system. To assist with this work, a competency consultant was included on the committee. The JCC looked at all positions and established bench marks so to compare the competency-based pay structure to market rates. As part of the process, team leaders nominated 'where staff were at' and this was passed on to the JCC. In response to concerns that people did not know what was happening until just before the agreement was voted on, one of the JCC members said 'it was difficult to inform staff about the salary levels because we were not sure of the budget'.

In negotiations for EA 2, the JCC also addressed some concerns about the bonus system by full-timers and agreed that it would be paid pro rata on hours worked to all permanent staff: *The part-timers did not like this but the full-timers did. However most part-timers still saw it was the fairest way.*

According to the union delegate, consultations for EA 2 were extensive. The involvement in the initial stages by the JCC meant that it ended up *being worked over and over for better understanding, especially around hours and a lot of feedback was received during this time.* All staff were surveyed in March 1995 by the consultative committee about their concerns about the first and the second agreements. Staff on maternity leave were also surveyed and received a copy of the enterprise agreement and a ballot paper. One JCC member reported substantial apathy among employees about the survey.

All employees received a letter in relation to the impact of the competency pay system. The letter set out in dollar terms where they had been placed and how much they would get. One focus group participant said that this meant that people did not consider the agreement as a whole *with EA 2, people just focused on their individual increases and voted accordingly.*

We were so unsure, we were on new ground and wanted to get it right rather than feedback inaccurate information. We wanted to set a path and stick to it. That is why we put off the competency-based pay system for 12 months. EA 1 did not have a lot of changes but was a 'stepping stone' to EA 2. Anyway we did not get a lot of feedback on EA 1.

JCC member

Overall, the consultation process for EA 1 was seen as better than for EA2 by focus group participants because a two-week period was left after the draft agreement was distributed for employees to examine and question. One participant said she first saw the draft EA 2 and voted on it two days later *We should have an overview, there was no time to ask questions.* Others said that the 'road shows' for EA 1 were better as they were of two hours' duration. At one branch, according to focus group participants, they were just given the EA 2 agreement with little explanation. *It was not a situation where you could sit and talk, we were just given the base essentials.*

Consultation with women, part-timers and casual workers

Despite the criticisms of the consultative process, 12 of the 15 focus group participants indicated that they had a fair chance to have their say about their enterprise agreement (appendix 2).

Neither the union nor the focus group participants saw any need for specific consultation mechanisms for women, given the gender make-up of Credit Enterprise. On the other hand, because the percentage of part-timers was low, they were also not seen by the union or management to have specific consultation needs. However, the difficulty of attending consultation meetings after work was one issue raised by many part-time focus group participants.

Focus group participants also expressed some concern that casuals were not included in either the consultation process nor in voting on the agreements with one participant saying: *This is unfair because some casuals are working every day.*

Implementation

The JCC established by EA 1 continued to monitor that agreement and negotiate EA 2. The union views the implementation process for EA 1 as working well and with *no real hassles* to date. One of the issues to be addressed in the implementation of EA 2, according to the union organiser would be

the difficulty in building in flexibility with full-timers as a consequence of the implementation of the 152 hour cycle. The union delegate also reported that the JCC had been important in tackling a number of issues. For example, it made a recommendation, with which the Executive agreed, that after a woman returned from maternity leave she would be given 6 months *to come up to speed.*

In March 1995, the JCC distributed a survey to all employees and received around 43 responses. Most of those who responded indicated they thought their current hours suited both their own and the organisation's needs. However, several made suggestions aimed at improving employee requirements for working hours, including access to a 30 minute lunch break in order to start work later or finish earlier. The main issues identified in the survey were:

- bonus payments. Many of the respondents were unhappy with the system, some were concerned that staff at different levels of seniority received the same rates, as did part-time staff.
- the timing of the annual leave loading. Some respondents preferred the loading to be paid at the time leave is taken rather than at a specified time each year.
- the rotational team system was supported in principle, but difficulties reported included how it was being implemented, especially when some team members didn't want to move through roles; lack of team leader support; 'stops and starts'; and people getting stuck in certain roles as well as the exclusion of part-timers.
- there appeared to be little understanding of the dispute-settlement procedures.

There has not been any significant implementation of the full potential of EA 1 changes to the span of hours and rostering across a 4 week cycle. The human resources manager estimates six or seven employees have changed their start or finishing times 'at the margins' after mutual agreement with their team leader.

According to the union organiser, the insertion of the requirement for mutual agreement, and particularly mutual agreement in writing, made the implementation of the agreement *a very strong process*, and would protect existing staff if Saturday trading was introduced. *It means that there can be no change to people's current hours unless they actually agree in writing.*

In terms of the implementation of working time and leave arrangements, focus group participants identified the following issues:

- difficulties in achieving employee-initiated flexibility under EA 1. For example, some staff wanted to reduce their lunch breaks to 30 minutes but management left this up to the individual team leader.
- differential application of the agreement across branches. Focus group participants from one branch indicated that their branch manager/team leader was very reluctant to allow any rescheduling of hours, namely starting and finishing times, at the request of employees.
- part-time workers did not get the chance to be part of the rotating teams.
- part-timers were not being offered additional hours, with one focus group participant pointing out that a casual had been employed for the last six months.
- difficulties with the move from the 19 day month to the 152 hours. As noted by one focus group participant *when you were sick you didn't have to calculate the exact number of hours, and now*

if you don't have enough hours up you can't take an RDO. That is, if workers are sick on one day, they are paid 7.6 hours sick leave and so miss out on taking a scheduled RDO.

- the scheduling of RDOs was also an issue for focus group participants from one branch in that it was *all over the place*. One participant referred to it as the team leader's *pick a day*.
- Other issues identified by focus group participants included:
- superannuation was paid on income under the old award provisions but was now paid only on scheduled hours. (EA 1 provision stated that superannuation would be calculated on each employee's base annual salary.
- part-time employees were not paid annual leave loading on time worked over scheduled hours. Previously part-timers did not work additional hours over their scheduled hours because of award restrictions on the proportion of part-time to full-time hours. While part-timers attract annual leave on the basis of total annual hours worked, there is no additional pro rata loading paid for these additional hours.
- under EA 1 employees have to work 5 rather than 4 days to get higher duties.

The major implementation issue for EA 1 has been the rotational team system rather than specific hours' issues. The effectiveness of the rotational team system was debated among focus group participants as many of those in branches felt that it had been implemented in an uneven way. One of the most common complaints was that *teller, reception, inquiries roles rotate but the lending people won't move*.

A difficulty reported by focus group participants was that in branches with one loans officer, it was impossible to rotate and have a career structure. Some said this would be exacerbated with the competency-based pay system as there would never be the opportunity to go into loans after spending only 3 months in each position.

Focus group participants also raised what they thought may be implementation issues with EA 2.

These included concerns:

- about implications of the introduction of the competency-based wage structure under EA 2.
- that pay increases would be staggered and that those who were currently undervalued would be disadvantaged by having to wait. One focus group participant said: *I am upset that I will be disadvantaged for being competent in my job*.
- that it was harder for part-timers to learn competencies and meet the time lines because they did not rotate through jobs.

Impact of agreement on wages, conditions and family responsibilities

The management of Credit Enterprise said that while there were no immediate productivity gains for the organisation out of either EA 1 or EA 2, both agreements were important in laying the groundwork for a significant change in organisational structure and culture. As noted above, while the potential in EA 1 for significant changes to the working time arrangements of Credit Enterprise employees was clear, there had been little attempt by management to implement many of the on-paper changes.

Twelve (80%) of the focus group participants reported that the hours/days and times they worked had remained the same. Only two reported that these had changed slightly. It is not surprising then that little impact on working conditions or family responsibilities was reported apart from increased access to training. Half of the focus group participants reported that they were satisfied with the outcomes of EA 1, with a quarter of participants indicating they were uncertain or undecided in this regard. The main impact of EA 1 cited by focus group participants was in the problems caused by the rotational team system.

Pay

The \$10 pay increase gained for employees with the certification of EA 1 was not related directly to changes in hours arrangements but rather was a payment for commitment to a competency-based pay system. A consultative committee member reported that at the time of the negotiation of EA 1, *\$10 seemed fair, staff were expecting something and the competency-based system was still a little down the track.*

As the hours and days worked by most employees had not changed despite the provisions of EA 1, there was little impact on the pay received after the agreement was implemented.

Wage increases secured through EA 2 related to the introduction and reclassification achieved through the move to a competency-based pay system. Focus group participants expressed some concern that any wage increases secured out of this move represented a recognition that staff had been previously underpaid.

Hours worked

There was considerable potential for change in the way hours were worked by both full-time and part-time staff in EA 1, although employees were 'protected' by the requirements for written mutual agreement. Several focus group participants expressed concern that there might be significant changes 'down the track', particularly in regard to Saturday work.

There has been no attempt to date by management to seek agreement on changing hours under EA 1. The only changes made have been at the request of employees. Among the focus group participants there were 2 people working shorter hours, while 3 had varied their starting and finishing times. One focus group participant said she now started at 8.15am and left at 4.45pm This meant giving up an RDO but she says this suited her and that she now used time off in lieu of overtime to create her own RDOs.

It is a real bonus having a written agreement especially about having to agree to hours on both sides (written mutual consent). Before the agreement I worked 9 to 3 every day and that suited me and then I was told that I had to work three full days. They wouldn't do that with the agreement.

Focus group participant

There was general acceptance that hours needed to be worked to provide coverage of opening hours for consumers, and that working 8.30am to 5.30pm or 8.15am to 5.15pm could provide this coverage. However several focus group participants believed that there could be more flexibility for employees within the set opening hours than was currently the case. Most were happy that the process for changing scheduled hours was by mutual agreement.

Some part-timers have been able to access additional hours although there were some problems reported by focus group participants. The main problem has been that when team leaders allocated extra hours they did not necessarily consult with staff to see if they would be interested. One focus group participant said she asked for extra hours and 3 days later found out that a casual had been given extra hours including a day on which the part-timer did not normally work. She said she had tried to take this up with her branch manager but was 'fobbed off'.

There has been little change in the number of part-time staff employed, although there has been a slight increase in casual employment. One focus group participant had moved from full-time to part-time employment and one had moved from casual to part-time employment. There was one job-share arrangement but according to focus group participants it is entirely dependent on the particular branch manager. Concern was expressed in one focus group that the increasing number of part-time and casual staff was 'disruptive'.

Span of hours

The increased span of hours provided for in both EA 1 and EA 2 had little impact as employees generally did not work outside 8am to 6pm Monday to Friday. Concern was expressed about the possibility of having to work Saturdays in the future, although one focus group participant said she would be happy to do this.

Reduced access to overtime payments, because of the wider span of hours, has had little impact because in practice very little overtime was worked. Focus group participants who occasionally did overtime generally preferred to get paid for it. Time off in lieu was seen as *too difficult to take off as you have to plan well in advance*. One focus group participant said: *When I worked full-time, I used time in lieu most of the time. Now that I am part-time I would take the money.*

Work intensity

The rotational system was also seen to have increased work intensity. The union reported that generally across the finance industry there had been some increase in work intensity, but this had been due to the reduction in staff rather than enterprise agreements themselves. Several focus group participants did report some under-staffing especially in replacing staff who left or who were absent, and said that this made for increased pressure. Even when staff were replaced by casuals, their general lack of training, especially because of their high turnover, placed some work pressure on other staff.

Management reported that at Credit Enterprise there had been no reduction in staff and that staffing levels had remained constant since retrenchment of 7 managers and 3 staff members in 1991. Any increase in work intensity was seen as a function of the environment rather than EA 1.

Job security and satisfaction

The union believes the rotational system would lead to people feeling more satisfied. Management also believed both job satisfaction and job security had increased under EA 1 and cited as evidence low staff turnover and good attendance at staff social functions.

Generally, focus group participants who were satisfied with the rotational system were more likely to be satisfied with their job. One focus group participant said: *You are not stuck in the same job day in and day out*. Those who were unhappy with the rotational system, either because as part-time workers they were excluded from it or because they did not like rotating through roles, were more likely to be dissatisfied with their job. One focus group participant said: *I just like being a teller. We*

are losing specialists this way. It would be better to job share in 2 roles (than rotate) so you could do those really well.

Access to training

Training issues were directly addressed in EA 2 rather than EA 1. However there was some concern expressed by focus group participants about the interaction of training, job rotation and getting the work done under EA 1. One focus group participant from the services area said that *you still had to do your job while you were learning another*. Another focus group participant was concerned that it was not so much training on the job that the rotational system provided, but *learning someone else's routine; we are not learning what we need to know*.

Some discussion in focus groups took place around issues to do with the competency-based system put in place under EA 2. The union delegate believed that the competency system was fairer for women because it was skills based. *The main thing is that you will be paid for the role you are performing*. However, there was some concern expressed by focus group participants that part-timers had the same time frame 'to come up to speed,' particularly when they were excluded from the rotational team system. They suggested that expectations of part-timers in achieving competency levels should be based on a pro rata time-frame.

Family responsibilities

The hours changes set out in EA 1 have had little impact on employees' family responsibilities because their full potential has not been realised. The only changes that have been made have been within the existing operating hours, and have been employee-initiated. For example, two focus group participants had changed their starting and finishing times to fit in with family commitments. Three of the focus group participants reported that it was easier as a result to balance work and family. Several others said however that particular team leaders were more reluctant than others to alter starting and finishing times or meal breaks to provide employees with more flexibility to meet family responsibilities.

The human resources manager described the organisation as *a very accommodating organisation* and said that it looked after staff especially if they had difficulty in juggling work and family. This view was generally supported by focus group participants.

Future prospects and issues

Lessons learned

In reflecting on the negotiation for, and the achievement of, EA 1, the human resources manager reported that the organisation had learned a great deal. The advantage of including a mix of people and occupations on the JCC meant that *it went through four drafts and because of this ended up in plain English and was quite readable*. He said that perhaps they should have started talking earlier to the union. But in any event they were in for the long haul. It was *a 5 year process and goal posts are changing too quickly*. EA 1 was described as *suck it and see* and EA 2 was *to put meat on the bone*.

The union organiser reports that there is a much more positive relationship between the Credit Enterprise and the union. The commitment that went into EA 1 followed on into EA 2. The agreements have also seen a slight rise in union membership. The union delegate said that increase in union membership is not to do with the agreements themselves. She reports that EA 1 was good for industrial relations in that the consultation and monitoring process *provides staff with a real chance to give feedback about the organisation of their work and their needs to management*. As indicated

earlier, there was support for having a specific written agreement to cover all employees of Credit Enterprise.

The union delegate believed the survey sent out after the EA 1 to prepare for EA 2 was extremely useful and although there was some apathy, it started to get people more involved. However, some focus group participants commented that it should have been made clear how and why the March 1995 survey would be used in the EA 2 negotiation process.

Focus group participants were generally supportive of the consultative process, but thought it could be improved for EA 3. Focus group participants suggested that the consultation process should be more open and should include:

- election by staff of union and non-union representatives to the consultative committee and JCC;
- higher visibility of both JCC reps and union representatives;
- earlier consultation in the negotiation process;
- discussions in focus groups with independent facilitator;
- impact statement as part of consultation process;
- no pressure placed on staff;
- part-time views taken on board;
- casuals to be consulted and to get a vote;
- a range of meeting times during work time, not after hours;
- those on maternity leave should have a chance to have their input as well as vote (however, a member of JCC says this happened for both EA 1 and EA 2).

Future issues

It is anticipated by the general manager that EA 3 will build on the competency structure and will 'move competencies up a peg'. 'We won't employ a lot more staff, but we will do a lot more work'. Saturday work and tele-centres are seen as inevitable and these will require Credit Enterprise to become 'more shift orientated'.

I like being involved and being allowed to have my say. I don't know if it makes any difference though.

Focus group participant about EA 2

The union delegate anticipates that after EA 2, the big issues will be staff who have been 'red circled' and how those who have been limited to a \$3 000 increase in EA 2 will get access to further pay increases in EA 3.

Some focus group participants suggested that it would be important to have access to an appeals mechanism rather than the dispute mechanism in both EA 1 and EA 2, if provisions were not properly implemented. One particular concern was an appeals mechanism to monitor implementation of the competency-based pay structure. Another concern was how part-time workers might be disadvantaged under the requirement to be fully competent in 6 months and how that could be recognised in future enterprise agreements.

There was also some concern about the direction in which the finance industry was going and consequent changes at Credit Enterprise. One focus group participant said: 'I am concerned about the way things are going. The Board is very interested in paperless banking and less in direct customer service.' One particular issue was how employee needs for predictable 'family friendly' hours could continue to be met by Credit Enterprise under future enterprise agreements.

Summary

Despite the on-paper changes to working time arrangements made in EA 1 at Credit Enterprise, there has been little change made to the way in which employees hours are worked. This has been for two reasons. Management has not sought to implement many changes, and employees are protected by the requirement for 'written mutual agreement'.

Perceptions of the consultative process by focus group participants depended to some degree on their proximity to the formal process, particularly for EA 2. The involvement of part-time employees, as well as casuals, will need to be addressed in the future.

Apart from suggestions to improve the consultation process, the case study at Credit Enterprise indicates that the discretion of managers and team leaders in managing the organisational change begun under EA 1 is a difficulty. This is partly because the role of the dispute-settling procedure set out in EA 1 and the JCC established by the Agreement remains unclear, particularly as to how they should be used to monitor and resolve specific implementation issues, such as casuals being given hours before part-timers.

The main issue for the women who took part in the focus groups was the implementation of the rotational team system. This has impacted on working time arrangements by excluding part-time and casual staff. Access by employees to flexible start and finish times which suit them is dependent also on approval from individual branch managers who are the team leaders.

Food processing industry case study

Over half of the employees in the food, beverage and tobacco manufacturing sector are women. A significant number are from a non-English speaking background. The focus of this case study, the Food Processing Enterprise Agreement 1994, is the second enterprise agreement at this company. This agreement is typical of many which operate in the food processing area in terms of the changes to shift arrangements, the flexibility of starting and finishing times and the introduction of self-managed teams. The Workplace Agreement Database showed that around 160 federal enterprise agreements had been registered in the sector at May 1995 (DIR 1995: unpublished).

The AMWU and the NUW, the main unions with coverage in this area, reported that while the introduction of new technology and work organisation were the focus of the first round of agreements in food manufacturing, the employer agenda now included an extension of the span of hours and days. However, to date, neither union reports any significant increase in the spread of hours or loss of penalties. Other major issues covered in agreements included the introduction of competency standards and training, particularly in regard to the new Food Processing Certificate.

Food Processing Enterprise

Food Processing Enterprise is a large seasonal fruit and vegetable processing plant. All its operations take place on the one site. The company operates year round with large fluctuations in production affected by the availability of fresh produce and market demands. The company has a large domestic market and a growing export market.

The workers at Food Processing Enterprise are covered by the NUW, the AMWU, the ASU, the TWU, the CEPU, the CFMEU and the AWU. The first enterprise agreement (EA 1) was made within the state jurisdiction in 1992. The second agreement (EA 2), the focus of this case study, was reached within the federal bargaining system in 1994. A draft, third enterprise agreement (EA 3) had just been negotiated and the consultation process with the workforce was to commence in late 1995.

Case study employment profile

In peak season there are around 2200 people employed by Food Processing Enterprise, while in the lowest period of production the workforce drops to around 800. In February 1995, there were some 1996 employees, almost half of whom were women. Of these women workers, 13% worked full-time, 1% part-time and 86% on a casual basis. Food Processing Enterprise estimates around 40% of casual workers are employed year round, with the rest working in peak season which occurs for a period of around 3 months twice a year.

Company data indicated that in September 1995, 45% of employees came from a non-English speaking background. Of these workers, 63% were female and 97% of these NESB women worked on a casual basis. The main countries of origin for NESB female workers were Vietnam (38%) and the Philippines (29%).

The work undertaken at Food Processing Enterprise is gender segmented as indicated in table 3.4. Women work overwhelmingly in process lines while men are more likely to be working as tradesmen, machine operators or involved in packing/warehouse duties.

Four focus groups took place with a total of 62 participants. Seventeen respondents completed the survey which had been translated into Vietnamese.

Table 3.4: Food Processing Enterprise Employment, February 1995

Occupational Category	Full-time		Part-time		Casual		Total	
	Female	Male	Female	Male	Female	Male	Female	Male
Management	2	32					2	32
Professionals	11	37					11	37
Para professionals	1	6					1	6
Trade	1	111					1	111
Clerks	30	25			2		32	25
Sales and service	2	33	11				13	33
Plant & Machinery Operator/drivers	62	215			91		153	386
Labourers	21	87			739		760	363
TOTAL	130	546	11		832		973	993

Source: Food Processing Enterprise 1994/95 Affirmative Action Agency Report

Background to enterprise agreement

Until the first enterprise agreement was registered in the State Commission in 1992, Food Processing Enterprise workers in manufacturing and process classifications were employed under a state-based industrial agreement. Clerical workers had been covered by both a state award and a state-based industrial agreement. Other employees were covered under state-based building, transport and distribution, and engineering awards.

The first enterprise agreement (EA 1) covered all workers at Food Processing Enterprise and was registered with the state industrial relations commission in 1992. It was put into place to deliver what the human resources manager describes as *a broad framework to deal with productivity issues and a commitment to changes in working hours*. This was to provide the climate for EA 2 which *set out the changes more clearly*.

The working time arrangements which existed under EA 1, and those introduced under EA 2, are set out in table 3.5.

Table 3.5: Changes to working time arrangements at Food Processing Enterprise

Working time provisions	EA 1 1992 (State)	EA 2 1994 (Federal)
Span of hours	M-F: 6am to 6 pm (was 7am to 5.30pm)	
Maximum hours	12 hours per day	
Standard hours	38 hours per week	
Starting and finishing times		By mutual agreement staggering of starting and finishing times between 6am to 6pm to ensure production demands are met
Shifts arrangements	Flexible Shift Arrangements: Afternoon shift: 8 hour shifts finishing between 6pm and 12am Night shift: 8 hour shifts finishing between 12am to 6am	Flexible Shift Arrangements: Two shift systems: 8-hour day and 9.5-hour day. System to be determined in 'consultation with employees concerned. Agreement to be based on majority of employees in work group/s
Casuals	Loading: 20% Min hours: 4 hours per start Sat and Sun: 200% if already worked 2 starts Mon. to Fri. Stand down: up to 2 days Send home: after 4 hours	
Penalties	Sat: 150% for 1st 3 hrs, then 200% Sun: 200% Shifts: Afternoon and night: 15%	
Overtime	Requirement to work "reasonable" overtime M-F: 150% for 1st 3 hours, then 200% Sat: 200% all day	
Public holidays	Substitution of public holidays to ensure that production demands are met by mutual agreement	
Non-working days		When a non-working day coincides with a public holiday, employee paid a full day's pay at ordinary rates. By mutual agreement, non-working days can be varied between Mon. to Fri. provided: •variation based on needs of business; •employee does not work more than 38 hours per week; •min 10-hour break; between one work day and next.
Meal breaks		Staggering of meals breaks with break to be taken no later than 6 hours from commencement of duty

Impetus to enterprise bargaining

The main impetus to enterprise bargaining at Food Processing Enterprise came from management concerns to progress workplace change and flexibility. The human resources manager described the company as a unique operation in that it was difficult to forecast the intake of produce at any one time. This meant that numerical and functional flexibility was required.

EA 1 delivered a broad framework for workplace change. What the company sought out of EA 2 was *a greater commitment to shift work*, according to the human resources manager. The human resources manager said that he had taken a long-term view to the change process and saw enterprise bargaining as a way of introducing incremental change in work practices. This was done *by flagging something, like a commitment to flexibility in EA 1, and bedding it down in the subsequent agreement such as the 9.5 hour shifts in EA 2.*

The main impetus for the NUW to engage in the enterprise bargaining process was to secure a wage increase for its members. The NUW initially claimed 6% for a one year agreement, but finally agreed to 6% over 18 months as the union was *very aware that it was negotiating at a time of market downturn and increasing overseas competition*. The union also sought a common classification structure to provide a career structure for process workers, enabling them to progress to level six (trades level) within the manufacturing and process work classification structure.

In EA 2, as with EA 1, the agreement has been structured to address three main issues:

- flexible working hours;
- an increase in employee skills;
- productivity measures and performance measurement.

The enterprise agreement

Certification and duration of agreement

The 1994 Food Processing Enterprise Agreement was certified by the AIRC in November 1994 under Section 170M. The NUW was the respondent Union. Identical agreements with each of the unions covering other workers at Food Processing Enterprise have been registered in the state industrial relations commission.

The Agreement (EA 2) had an official operative date of October 1994 and has a duration of 1 year until September 1995. However, EA 2 has been operative since March 1994. According to the human resources manager, the company prefers agreements to be of shorter duration *because if the needs of the business change, it is possible to rewrite it*.

Changes to working time arrangements

Changes to working time arrangements in Food Processing Enterprise's EA 2 were addressed as part of the workplace improvement program and were not as specific as provisions found in many enterprise agreements in the service sector. These changes are set out in table 3.5.

Other main issues in agreement

Non-hours provisions in EA 2 provided for:

- the introduction of self-managed teams;
- improvements in productivity, efficiency and flexibility;
- a commitment to a consultative and participative approach;
- a commitment to achieve world best practice;
- a commitment to employee and union consultation, including spelling out the role of the JCC in monitoring the OH&S program and the implementation of best practice;
- a grievance procedure.

There were no equity provisions specifically included in EA 2. According to the human resource manager, equity issues were dealt with by an Affirmative Action Committee which was established under the company's Joint Consultative Committee.

Wage increases

EA 2 provides for a 6% wage increase to be phased in over the 18 months of operation of the agreement. The 6% wage increase absorbed any safety-net adjustment payable. The wage increases were 3% from March 1994, 1.5% from September 1994, and 1.5% from September 1995.

EA 2 further provided that the parties would share any measured productivity improvement over and above the 6%, to be determined at the end of the 18 month period of the Agreement. There was also agreement to address the issue of 'wage disparities' during the life of EA 2. According to the human relations manager, this referred to addressing the issue of relativities between the classification structures of employees because the trades or 100% level *'is not 100% in terms of pay across the different awards'*.

Issues arising from case study

The major issues addressed in the Food Processing Enterprise case study included:

- the consultation and negotiation process;
- the implementation of working time and other related changes;
- the impact of these changes on women workers.

Consultation

The statutory declaration made by the human resources manager for the certification proceedings declared that in accordance with Sections 170MC(1)(e) and 170MC(1)(f), all employees had been consulted. He referred to two mass meetings of employees in March 1994 and one in April 1994 and provided a printout indicating *the ethnic origin of employees and their gender*. The statutory declaration stated that: *...because of the large percentage of female staff employed, no special precautions were taken by (the company) in relation to its female employees. The Applicant has ensured the general explanations it provided to its employees adequately covered and addressed its female employees.*

The declaration goes on to say that in regard to employees whose first language was not English, *the Applicant used translators to explain the terms and conditions and the effect of the agreement. Those translators were also employees of the applicant.* The declaration added that only 40 employees were young persons and the terms, conditions and the effect of the agreement had been explained to all employees generally including young people.

The process by which EA 2 was developed, according to the NUW branch organiser, was via consultation initially with the NUW works committee who represented all sections and every ethnic background. Consultation also took place 'at the tail ending of the negotiations' with the Joint Consultative Committee (JCC) which functioned as a single bargaining unit. Two NUW delegates who were part of the works committee were also on the JCC. The draft of EA 2 was then voted on at one mass meeting.

Involvement in consultation

This consultation process, according to the NUW organiser, was not always effective, because while the JCC put *some stuff on notice boards, not everyone gets a chance to read it*. In addition there were problems *when stuff gets leaked* from the consultative process and rumours started. The NUW delegate also indicated that there had been some problems with information flow from, and feedback to, the works committee and the JCC.

None of the 62 focus group participants reported that they had any involvement in the negotiations of EA 2. Only seven (11%) of focus group participants indicated that they knew most of what was in the enterprise agreement, with 13 (21%) saying they knew some of what was in the agreement. Fifteen focus group participants (24%) said they did not know what was in the enterprise agreement at all.

Only 12 of the focus group participants (19%) felt they were given a fair chance to have their say about the agreement. Sixteen (26%) said they were not given a fair chance to have their say and 24 (39%) said they were uncertain if they had been given a fair chance.

According to focus group participants, all they knew of EA 2 was when a mass meeting was held in the car park and workers voted via a show of hands. One focus group participant said the possibility of starting work at 6am was one issue she could remember being discussed at the meeting. According to the NUW organiser, one or two copies of the draft agreement were handed around at the meeting. However focus group participants reported there was no printed material, with one stating *none of us saw the agreement in writing and had no chance to voice an opinion.*

The agreement is not well known to me. If anything I have heard about it from second hand sources.

Focus group participant

Consultation with women, casual and NESB workers

While one of the NUW delegates was female and represented the union on the works committee, there was no specific consultation mechanism used to get input from women for EA1.

The focus group participants expressed a number of other concerns about the single mass meeting held. These included:

- many workers did not understand what the vote was about;
- the high number of workers who spoke little English meant that it was difficult for many to understand what was going on and there was no translated material or interpreter;
- those on night shift, on stand down or not scheduled to work did not get a vote.

The human resources manager intended to develop a specific consultation strategy for women with the draft EA 3 agreement. This will include focus groups run with bi-lingual workers to assist. He says that his main concern is the legislative requirements of the Act to consult with women and providing a way for women workers to have their say: *We have a good informal network, but the problem is that people are not used to having their say and make their own interpretations of what the agreement is about.*

Implementation

Two internal facilitators were employed specifically to represent the workforce in the change process. One, a woman formerly employed on one of the process lines, represented the manufacturing area. The JCC met once a month, but it did not have a specific monitoring role in regard to any issues arising from the implementation of the EA2.

The human resources manager saw the main achievements of EA 2 as consolidating the 4 day week, allowing work to begin on skill classifications and putting training into place to introduce the Food Processing Certificate. He also said that there was some indication that communication was improving but that this needed to continue.

There were some differences of opinion about the implementation and interpretation of *the agreement to be flexible* and *the needs of the business* reported by the human resources manager. Demarcation disputes between unions and disputes about training have also occurred, according to the NUW organiser. The major implementation issues reported by focus group participants were the move to the 9.5 hour day/four day week, staggered starting times and the new team structure.

There was a lack of clarity about when the move to the 9.5 hour shift was achieved. The company and the NUW reported that the change over had occurred during the life of EA 1. Most of the focus group participants were convinced that it had come in since they voted on EA 2. All agreed that there was a vote on the move to 9.5 hours a day over four days, rather than the eight hours a day over five days, and that the majority supported the 9.5 hour/four day roster. However, even those focus group participants who supported the move said that the benefits and disadvantages of the new shift arrangements weren't made clear to them.

There was concern that there appeared to have been only a single vote on one occasion about the shift change, but that everyone, whether or not they wanted to, had to work the 9.5 hour, 4 day roster. One focus group participant stated *we were told it was only a trial, but nothing was followed up about this*. According to the human resources manager, there have been some difficulties in implementing the 9.5 hour day, *especially the relationship with sickies*, when workers took the fourth day off.

A number of staggered shifts were implemented. Shifts went from 6am to 4pm, 7am to 5pm or 8am to 6pm. However there were concerns that those in teams had no choice about starting and finishing times of shifts, despite the EA 2 provision that specified mutual agreement to such changes. One focus group participant reported that in one team, members had been told that they had to start at 6am, a time which was not negotiable because *the team starts at that time*. The experience of different focus group participants suggested implementation of staggered starting times depended on the supervisor in charge.

The meeting was a bit daunting. There were 2000 of us in the car park and it was hard to hear and see what was going on. A lot voted yes but they didn't know what they were voting yes to.

Focus group participant

Self-managed teams were not been implemented by the company in all areas. In some areas, according to the human resources manager, there was a vote about joining a team. Membership of a team was voluntary, although not everyone who wanted to be in a team was able to. The team facilitator reported that for one team there were 120 applications to join and only 20 team positions.

While not specified in EA 2, if an employee wished to join a team, they had to be prepared to:

- work night shift as required;
- work across a range of process lines;
- undertake training and skill development.

Casuals could also be members of teams, and could thus have the advantage of being guaranteed hours of work. That is, while they were employed by the company as team members they were not sent home or stood down.

Some focus group participants supported the team structure, others did not. One focus group participant had just applied to leave her team. She reported she did not like working night shift and did not like changing around jobs all the time. Another focus group participant reported she enjoyed being in a team, *all being together and learning new skills*.

One of the main concerns about the implementation of the teams was that if employees were unable to work night shift then they could not be on a team. The human resource manager stated this would only affect employees of long standing, because new employees had to sign a condition of employment document which included their availability to work evening shift. He also said availability to work night shift was also an award condition.

In the past when casuals were sent home because of the lack of work, their positions would be taken over by permanent staff. Now, they were often replaced by other casuals who were in teams. This caused resentment among a number of focus group participants who were unable to be in teams because they could not work an evening shift. Some casuals were also concerned that, if they were not in a team, the availability of work would become even more irregular.

Several focus group participants were unhappy that team workers now worked across a range of areas. *It is not fair; some work better in one area and yet the better workers will be sent home and a team casual put on.*

Nineteen focus group participants (31%) reported that they were satisfied with the outcome of EA 2, 113 (21%) said they were dissatisfied and 19 (31%) were uncertain if they were satisfied or not. The Vietnamese respondents were less likely to be satisfied than the rest of the respondents.

Impact of agreement

The main hours provisions in EA 2 included the introduction of a 9.5 hour day, 4 day week; the rostering of the non-work day any time between Monday to Friday and the staggering of start times. The introduction of the self-managed teams also impacted on working time arrangements. Of the focus group participants, 24 (39%) reported that there had been significant changes in the hours, times or days they work, with 22 (35%) reporting a slight change and 11 (18%) reporting no change at all. The main impact of EA 2 on pay, conditions and family responsibilities is set out below.

If there was something said like ‘with the 9.5 hours you will have a long weekend every weekend’, then you would know about it up front instead of waiting to find out how it was going to be done.

Focus group participant

Pay

EA 2 delivered a 6% pay increase over the life of the agreement. This was on top of a 4.5% increase with an additional 1.5% productivity payment secured in EA 1.

Of the focus group participants, 13 (21%) reported a pay increase and 16 (26%) a pay decrease. Many workers suffered a decrease in take-home pay because of the downturn in overtime, with one focus group participant saying that she had lost \$4000 in one year. The downturn in overtime was market related and also meant that casuals were not getting the hours or days they may have had a year ago.

Hours worked

Six of the focus group participants (10%) reported that their hours had increased while 19 (39%) reported that their hours had decreased. In addition, almost a quarter of survey respondents reported that their hours were less regular and predictable. The change in hours probably reflects a reduction in overtime for permanent employees and in total hours worked for casuals, as well as the decision to abolish one shift in some areas. In addition, the fact that many casuals who were not participating in teams appeared to be rostered to work fewer hours than team members might also contribute.

The quantum of working hours appeared not to have been affected by the change to a 9.5 hour shift, although several casual focus group participants said that if they were stood down for a day they lost 9.5 hours work, not 8 hours. Having work spread over 5 days guaranteed at least 20 hours work if they were sent home but not stood down. Others preferred the current arrangement because if they got a full day's work, it meant 9.5 hours and they also had a day off during the week.

Starting and finishing times were also an issue for those who had experienced changes. The majority of focus group participants indicated that they were simply unable to start work earlier than 7am, and for those whose team had been allocated a 6am start, there were real difficulties.

Days worked

The move to the 9.5 shift required a move to a 4 day week between Monday to Friday. The non-working days for permanent and casual employees could change from roster to roster. Focus group participants indicated that generally they were happy with the way this was arranged, although several casuals were concerned with having to take a non-work day when hours were down.

There was concern about the possibility of working Saturdays under EA 3. Many focus group participants had heard rumours that this was on the cards and that it would be paid at ordinary-time rates. One focus group participant said: *It should be up to you to decide to work Saturday or Sunday; and if you decide to, you should be paid overtime rates.*

Work intensity

Ten (16%) of the focus group participants reported that their job was more stressful. Many focus group participants were concerned that 9.5 hours was a very long day *especially in a line on your feet*. However the majority would not want to change this arrangement. Other focus group participants reported that they were obligated to work faster and harder because there were fewer people on the process lines. Several team members in the focus groups also reported that they had to work harder in the team structure.

I used to be able to do my washing before I started work and now I need all of the fifth day to rest. You get very tired after standing for 9.5 hours.

Focus group participant

Job security and satisfaction

Of the focus group participants, 13 (21%) reported their job was more secure and 17 (27%) said their job was less secure. Thirteen (21 %) reported that the agreement had led to increased job satisfaction, with 15 (24%) reporting that their job satisfaction had decreased.

The NUW organiser reported that, in teams where new skills were acquired, job satisfaction was increasing. The human resource manager also claims that job satisfaction had increased because of

EA 2, especially because of the team structure. Several focus group participants agreed, saying that *it is a lot fairer now casuals can get training*. Others reported that they felt that there was *more agro, it used to be relaxed but now we are not allowed to talk on the back line*.

Access to training

Around a quarter of the focus group participants had better access to training under EA 2, while only 8% (5 respondents) said they had no access or less access to training. Training for teams was viewed positively by team members who have access to such training and less so by those who were outside the team structure. *If you are not in a team you don't get a chance at different jobs*. There was also concern that outside the team structure there was no opportunity for training at all.

In terms of hours of work, please go back to what it was because I rely mainly on public transport so starting work too early in the morning can have considerable effect on my family.

NESB focus group participant

Occupational health and safety

Several focus group participants reported that both the 9.5 hour day and the earlier starting times worked by some teams were extremely stressful and had negative consequences in terms of health.

Other occupational health and safety issues raised included a concern about right- and left-handed people being placed on process lines next to each other, which made the work quite dangerous when knives were being used, and the lack of adequate ventilation.

I think that staff and supervisors should be more organised about what they are doing. People travel a long way just to come to work and then are told they will be sent home after 4 hours.

Focus group participant

Family responsibilities

The human resource manager reported that some flexibility was provided undertaken in regard to employees with family responsibilities. For example, starting times had been staggered so that people could work from 7am to 5pm. The female NUW delegate reported that on one process line, an 8am to 6pm shift was tried out, *but the women didn't like it so the team leaders had to change it back*.

The advantages of the 9.5 hour 4 day week roster over the 8 hour 5 day roster in terms of impact on family responsibilities was debated in all of the focus groups. While 11 (18%) respondents reported that it was easier to balance work and family, 7 (11%) reported this was more difficult. Most focus group participants supported the new shift arrangement because of the additional day off it provided, however for a number of participants it presented very real difficulties for managing family responsibilities.

Many casuals in the focus groups said that they felt the management of Food Processing Enterprise was generally understanding of family emergencies *as long as you let them know*. This allowed casuals to meet urgent family business. *You have the flexibility that if something comes up at home, like a child being sick, then you would come in late and just be paid for the hours you work*. However, there was also concern expressed by several focus group participants that rosters came out too late to arrange swaps in order to allow workers to meet family obligations from time to time.

Many focus group participants felt more family friendly arrangements could be accommodated within the operational requirements of the process work at Food Processing Enterprise, and that the company should have a fairly good idea of production requirements some days in advance. Most focus group participants were not interested in time-in-lieu arrangements, reporting they would rather have the additional money than the time.

Future prospects and issues

Lessons learned

The human resource manager reported that through the implementation of EA 1 and EA 2, he learned the importance of having safeguards in agreements especially with use of flexibility and swapping days off. He said it was still an *us versus them culture* and that communication was very important *to get through to employees that the aim is to invest in people*.

Because of the requirements to consult with designated groups under the current Industrial Relations Act, the team facilitator was currently organising times for small group discussions with some of the women to go through each section of the draft EA 3. Those women would then be used to hand out material about the draft agreement. Interpreters (other staff) and translated material would be arranged. This would include a summary of the draft EA 3 in the main languages spoken by employees.

The NUW organiser reported that the main lesson to be learned from both EA 1 and EA 2 was that enterprise bargaining should include a more consultative process which should start earlier. Focus group participants also made a number of suggestions for a better consultation process. These included:

- consultation process to start before agreement is finalised;
- written material to be simple;
- written material in all languages;
- better feedback from section reps;
- work area meetings with representatives of JCC;
- meetings of casual workers;
- small group discussions/meetings;
- talks with each nationality/language group as well as a mass meeting;
- time to think;
- secret ballot.

I suggest that we go back to the former starting time and hours of work in order to avoid health deterioration which could be a result of working long working hours. I feel extremely exhausted after standing 9.5 hours per day.

NESB focus group participant

Future issues

According to the NUW branch organiser, the enterprise bargaining process is really about trade-offs and cost offsetting. In this context, it is important to maintain wage increases that reflect what has been traded off as well as cost of living increases. In negotiations for EA 3, the NUW aimed for 14% over two years. The company was offering 8%, with two steps of 3% and a third one of 2% over two years, and a productivity increase of 1-1.5% if workers undertook training and improve their skills.

Issues addressed in the draft EA 3 included:

- common conditions for all workers;
- the implementation of a classification structure with appropriate training;
- Saturday work as part of ordinary span of hours, paid for at time and a half for permanent staff and a loading of 30% for casuals;
- a requirement for employees to accrue non-work days and bank them at ordinary time;
- rostering arrangements up to 10 hours a day by mutual agreement;
- the JCC taking on a monitoring role in regard to the implementation of the agreement.

Beyond EA 3, the human resources manager said the company is *looking to broad band and link everything to training outcomes as well as productivity and performance measurement.*

Summary

The lack of consultation over the introduction of EA 2 and problems with the way the team structure was implemented were the main concerns of focus group participants. It was also difficult for many of the focus group participants to separate the downturn in production, and the subsequent loss of hours, from the changes made under EA 2.

The women who took part in the focus groups indicated they wanted to be consulted earlier in the negotiation process, in small groups, and with time to discuss the issues. There was some debate over whether it would be better to have separate meeting for people in separate language groups. Many NESB focus group participants were concerned about being sidelined if these groups were the only way for them to have their say, preferring to have interpreters present at meetings or in small groups with other workers.

While there were difficulties with working a 9.5 hour day over 4 days a week, many of those in the focus groups would not want to see a return to the 8 hour day/5 day week arrangement. Better job design and work organisation could be used to address the problems of standing in the one line for 9.5 hours. More innovative ways of accommodating the significant minority of focus group participants, for whom the 9.5 hour day presented problems in managing family responsibilities, also needs to be addressed. Real concern was expressed by focus group participants that if the span of ordinary hours was to include Saturday, as set out in the draft EA 3, many of them would find it very hard to keep working at Food Processing Enterprise.

Personal and household goods retailing industry case study

The two case studies at Retail Enterprise and Supermarket Enterprise are typical of agreements in general and food retailing in the negotiation and consultation processes employed and the types of working time arrangements secured through the agreements. The extensive use of savings provisions for existing employees is also typical of agreements in the retail industry.

The Workplace Agreement Database contained 36 enterprise agreements in the retail industry at May 1995. Of these, 11 were in personal and household goods retailing and 16 in food retailing.

The Shop, Distributive and Allied Employees Association (SDA), the major union involved in negotiating agreements in the retail industry, reported that enterprise bargaining has seen an extension to working time flexibility, particularly in the spread of hours and days worked as ordinary time, that began in the 1980s with a widening of shop trading hours. Generally this flexibility, and the consequent reduction in the number of penalty hours worked, have been traded off for what the union describes as 'above average' wage increases.

Several agreements were negotiated in the form of awards because of administrative ease and the need to establish federal jurisdiction for employees covered by state-based awards. In addition there was a perception in the union that awards were more long term. The agreement referred to in the Retail case study was in fact an award.

Retail Enterprise

Retail Enterprise is a large department store chain with outlets in six states and one territory. Around 25 000 employees are employed in over 70 outlets. Over 30 of these outlets are in NSW where the case study consultation took place.

The Shop, Distributive and Allied Employees Association (SDA) has been the principal union covering Retail Enterprise employees across Australia. Under an agreement with the Australian Services Union (ASU), the SDA will take over the coverage of clerical workers in Retail Enterprise retail outlets while the ASU will retain coverage of clerical workers in Retail Enterprise head office.

Case study employment profile

Retail Enterprise provided employment data as of September 1995 for its Australia-wide operation and its NSW retail outlets. As indicated in table 3.6, currently over 23 000 staff (excluding management) are employed in all Retail Enterprise retail outlets. Of the almost 8000 Retail Enterprise retail outlet employees in NSW, some 27% are full time, 34% are part-time and 39% are casual. Of the NSW employees, 81% are women. Women also comprise 72% of full-time, 92% of part-time and 76% of casual workers.

Table 3.6: Retail enterprise retail outlet employment

Note: Casual employees are those 'on file', so numbers may slightly exceed those employed in any one pay period

Area	Females			Males			Casual			Total
	F/T	P/T	Casual	F/T	P/T	Casual	F/T	P/T	Casual	
NSW	1,589	2,538	2,323	538	205	771	2,127	2,743	3094	7,964
Australia	3,972	8,256	6,552	1,518	737	2080	5,488	8,993	8,632	23,113

Source: Retail Enterprise. (These data exclude distribution centres, management and head office staff).

In NSW, around 20% of all employees are under 21 years of age and on junior rates. Across Australia the percentage of junior employees is around 14%. Retail Enterprise management reported that there was not a significant non-English speaking background presence among employees.

Consultations with Retail Enterprise management indicated that the proportion of full-time staff had declined slightly while the numbers of part-time employees had increased since the new federal Retail Enterprise Award. The number of casual employees had also declined slightly to around 30 to 40% in different states.

Two focus groups took place comprising union delegates.

Background to enterprise agreement

The Retail Enterprise Award came into operation in February 1994. Prior to that, Retail Enterprise employees in NSW were covered by a state retail industry award. Significant changes have been

made to the Enterprise Award since its inception, and an interim state award was concluded in February 1995.

Impetus to enterprise bargaining

In 1993, Retail Enterprise commenced the centralisation of many of its buying and budgeting functions. The different state awards which covered the operations of the company across Australia made this process very difficult, according to management. This provided the initial impetus for Retail Enterprise to begin to negotiate seriously with the SDA for one award which would cover all the company's retail operations across Australia.

Negotiations to this end started in 1992 and broke down over what the union saw as *unrealistic company demands*. After the 1992 Victorian election, the SDA was concerned to protect its members in Victoria, and in other states where industrial changes were likely, by moving into the federal jurisdiction. The enterprise bargaining process presented a useful opportunity in this regard.

In addition, Retail Enterprise had experienced a significant downturn and was in the process of considering large scale redundancies and store closures with the future of excess Retail Enterprise staff in hardware retail outlets in NSW in doubt. Retail Enterprise approached the union indicating that unless the company and the union could reach an agreement quickly, the company would have to start retrenching staff.

In its enterprise bargaining agenda, Retail Enterprise aimed:

- to reduce labour costs through restructuring penalties and loadings in order to increase the number of direct selling hours – specifically the removal of late night penalties, reduction in Saturday and Sunday penalty rates and the reduction of casual loadings, removal of meal allowances except for overtime where no notice was given, and the removal of the annual leave loading;
- to pay wages fortnightly in arrears by direct debit;
- to achieve greater flexibility in rostering and improve productivity without loss of hours by ensuring that the right levels of staff were on the floor at the right time to satisfy the needs of customers and the business. This was to be achieved through the removal of award restrictions on roster conditions;
- for a federal award which would provide consistent terms and conditions for all Retail Enterprise employees across Australia.

According to the National Secretary, the union knew it *would have to negotiate hard* with Retail Enterprise to win a wage increase for its members above the \$8 safety net. The union's enterprise bargaining agenda included:

- a guaranteed wage increase of at least 4.5% per annum (based on the then metal industry standard);
- increased permanent employment;
- increased flexibility in rosters to enable employees to meet family commitments;

- no forced redundancies and job security for all permanent employees during the life of the Enterprise Award;
- commitment to the development of a classification structure which would provide some career structure for retail employees in Retail Enterprise;
- single union coverage, ‘one union in four walls’;
- savings provisions for existing employees;
- a union preference clause.

The majority of clerical workers at Retail Enterprise headquarters had signed individual contracts and so were not included in initial discussions on the coverage of the proposed Enterprise Award. It was agreed that a separate agreement would be negotiated with the ASU for the clerks in head office and that clerical workers in the retail outlets could either resign from the ASU or remain with that union. New employees were to become members of the SDA.

The Enterprise Award

Both the union and Retail Enterprise were of the view it was better to have the enterprise agreement made as an Enterprise Award rather than a certified agreement because it was the first industrial agreement to cover all Retail Enterprise retail-outlet employees Australia-wide.

The Enterprise Award encompassed all retail workers, ticket writers, chefs, cooks and clerical workers employed by Retail Enterprise in its retail outlets. It continued to exclude management positions, clothing trades employees in the retail area and clerical workers in head office.

Certification and duration of Enterprise Award

Retail Enterprise’s Enterprise Bargaining Award, a consent award between the SDA and Retail Enterprise, was certified pursuant to Section 111(1)(b) of the IRA in 1994. Because there had been no underlying federal award, a new federal minimum rates interim award agreed to by the parties was accepted by the Commission at the same time as a ‘first award’ under the First Award Principles set down in the November 1993 decision of the Review of Wage Fixing Principles.

This new award had a duration of 3.5 years, from February 1994 to July 1997, although it was not certified until mid 1994. Both parties reported that the relatively long duration of the Enterprise Award was important in allowing the phasing in of provisions, and because of the large number of issues to be covered.

Changes to working time arrangements

Under the Retail Enterprise Award, significant changes were made to provisions covering hours of work. The most important were changes to the span of hours, rostering provisions and penalty rates as set out in table 3.7.

Table 3.7: Changes to working time arrangements at Retail Enterprise

Working time provisions	Pre-1994 State Award conditions	Enterprise Award 1994
Span of hours	M-W: 7am-6pm T-F: 7am-9pm Sat: 7am-6pm Sun: 8am-5pm	M-F: 7am-10pm (voluntary for existing employees after 9.30pm) Sat: 7am-9.30pm (voluntary for existing employees after 9.30pm) Sun: 8am-6pm (voluntary for existing employees)
Rostering	Permanent full-time and part-time: Rostered from M-S. 1 week's notice of roster changes. Full-time: One 10.5 hours day per week.	Permanent full-time and part-time: Rosters to include up to 3 Sundays in every 4, 1 week's notice of roster changes; 2 week's notice if employee objects. Max of three 10½ hour days per fortnight.
Part-time	Min.: 12 hours per week. Max.: 30 per week Min. hours per start: 3 hours per start and max of 5 starts in 1 week or 10 starts in 2 weeks	Min.: 10 hours per week averaged out over 4 weeks (voluntary for existing employees) Max.: 32 hours averaged out over 4 weeks Min .hours per start: 3 hours per start Flex up of hours: Based on employee agreement and a loading of 10% Reduction of hours: New part-time employees' hours can be reduced after 4 weeks by a max of 20% per year Sunday part-timers: Min.: 5.5 hours per week if work Sunday only; or 8.5 hours per week if working Sunday and one other day.
Casual employees	Loading: 15% Plus 1/12th annual leave loading (=24.6%) Min.: 3 hours per start Max.: 5 starts per week without payment of overtime 150% plus 1/12 annual leave loading for casuals	Loading: 20% For training purposes casuals may be engaged for min 2 hours for a max of 6 times per year
Penalties	M-F 6pm-9pm: 125% Sat: 125% for perm., 115% for casual plus 1/12 annual leave loading Sun: 150% if rostered, 200% if not for perm 150% plus 1/12 annual leave loading for casuals	Sat 6pm – 9pm only: 125% Sun: 150%
Overtime	Outside span of hours M-S: 150% first two hours, then 200% Sun.: 200% Full-time: In excess of 40 hours in per week Part-time: In excess of 30 hours per week	Full-time: In excess of 152 hours in any four-week cycle Part-time: In excess of 38 hours per week or 128 hours in a four-week cycle
Time in lieu		Written agreement for time in lieu taken at penalty rates. Must be taken within 28 days.
Payment of meal allowance	For any overtime past M-S 6pm and after Sun. 1pm	Only where less than 24 hours notice of overtime provided.
Rest pause	One 10 min. break when more than 4 hours worked. Two 10 min. breaks when 9 or more hours worked	One 10 min. break when more than 4 hours worked. Two 10 min. breaks when 8 or more hours worked.

A commitment to maximising permanent employment is made in the objectives of the award, along with the aim of minimal turnover and long-term employment for full-time and part-time employees, and the development of a career path based on skill acquisition.

A number of savings provisions for existing employees and *regular* casuals were inserted into the award and included:

- no current full-time or part-time or *existing casual* employees to suffer a loss of earnings as a result of the Award this was to continue *without time limit* according to the union;
- protection for part-time workers of minimum of 12 hours engagement per week;
- old casual loading for ‘regular casuals’;
- working the increased span of hours from Monday to Friday 9.30am to 10.00pm and after 6.00pm on Sundays to be voluntary;
- where pay rates were higher under the existing clerical award, the higher rates to be applicable till overtaken by those in Retail Enterprise Award;
- voluntary working on Sundays for permanent staff.

Other changes in award

There were also a number of significant non-hours issues dealt with in the award. They included:

- security of employment guaranteed for full-time and part-time staff for the life of the award;
- fortnightly pay in arrears previously NSW permanent employees had been paid weekly or fortnightly no later than 3rd day of second week and casual employees had been paid weekly;
- sick leave of 38 hours for first year and 61 hours for subsequent years. This has not changed for NSW employees, but represented a significant reduction to ACT, WA, SA and Tasmanian Retail Enterprise employees who had 76 hours for subsequent years;
- commitment to the development of a classification structure, described as ‘an effective career path in the retail industry’;
- union preference clause;
- deduction of union dues.

The main equity provisions included three paid days’ family leave available to permanent staff after 12 months’ continuous service. The family-leave clause was inserted, according to management, in recognition that the majority of the employees were women. The provisions relating to permanency and security of employment were also seen as important for a predominantly female workforce.

Wage increases

The award provided for a total wage increase of 12.2% or \$46.70 for NSW employees to be phased in over 3.5 years. This included the \$8 safety net which was paid from February 1994. The remaining wage increases were staggered in five steps throughout the life of the award: 2.2% in August 1994, 2% in February 1995, 2% in August 1995, 2% in February 1996, and 1.9% in February 1997.

Employees on overaward payments (such as those on 'premium rosters') received the first payment of \$8, but it was unclear if later rises would be absorbed.

Clerical workers previously covered by the relevant state clerical determination received pay increases to bring them up to a common national rate by August 1997. In the case of NSW clerical workers at retail outlets, the pay increases ranged from around 16%, or \$61.80 for base grade clerks, to 23% or \$93.80 for clerks at the top of the classification structure.

Issues arising from case study

Negotiation and consultation structure

According to the union, negotiations with Retail Enterprise began early in 1993 and concluded at the end of that year. The proposed award was eventually endorsed by delegates in each of the states covered by Retail Enterprise early in 1994, and up until the time of certification, the union and the company worked on formalising and drafting the award.

Some of the major state award differences which needed to be resolved in the award included:

- casual loading for example, in NSW it was 15% plus one-twelfth annual leave loading and in Victoria it had been 25% plus one-twelfth annual leave loading;
- inclusion of Sunday hours within the span of ordinary hours for example, in NSW employees could be rostered on a Sunday, whereas in Victoria they could not;
- late-night penalty rates which varied from a flat rate to a percentage extra;
- Saturday penalty rates;
- minimum weekly hours of part-time employees which varied from 12 in some states to 20 in others.

During 1994, up to the date of certification, the union and Retail Enterprise redrafted the agreement. According to the industrial relations manager, some 83 alterations were made. He said he found it difficult to understand *how 83 issues could have arisen considering an agreement in principle had already been implemented*. However, he conceded the difficulty of achieving one federal award which had to be built on six different state awards and one territory award. Once agreement was reached on these issues, further work went into the wording of the agreement with the document being finalised shortly before certification.

According to the NSW union secretary, there was a genuine view within the union that because of its financial position, Retail Enterprise needed an agreement *it could live with*, which the union could use to provide real benefits for its members. This applied especially to the issue of job security which looked precarious right throughout the consultation process. As late as September 1993 there was a breakdown in the negotiation process and Retail Enterprise threatened retrenchments. The union called in the ACTU for assistance and the negotiations continued.

According to Retail Enterprise management, there was some debate with the union about the level of loading to be paid on hours which were flexed up. While the union would have liked part-timers working flexed up hours to be paid the casual loading for those hours, it was prepared to reach a compromise for a 10% loading.

An agreement was reached in principle in late 1993. One change sought by management in the Enterprise Award, the removal of the annual leave loading, did not survive into the final agreement. One of the main implementation issues identified in the negotiation period was the definition of 'new' and 'existing' casuals, as savings provisions were to apply to existing employees only. It was agreed

that anyone employed by Retail Enterprise who had worked regularly (one start per week) for 13 weeks prior to the 1 December, 1993 would be considered an 'existing casual.'

All retail-outlet line managers were briefed by Retail Enterprise and the agreement was put to union delegates from all Retail Enterprise outlets. Meetings of union delegates were held around Australia. Delegates in NSW, Queensland and Victoria rejected the draft award. In Victoria, delegates' main concern was the ability under the proposed award for Retail Enterprise to reduce part-time hours. This undercut the provisions of the Victorian State Award. In Queensland, the delegates, according to the union secretary, did not trust the company and were also concerned about Sunday rosters. In NSW, the main issue of concern was the draft provision requiring current employees to work on Sundays after 12 months.

Consultation

In relation to consultation, the AIRC Commissioner at the Enterprise Award certification hearing asked whether Retail Enterprise took votes at all its stores around Australia. The national industrial relations manager responded: *No...we did not. The decision taken by the SDA was that they took votes of delegates representing membership in each state across Australia and they are independent votes of delegates taken.* There was no further discussion of consultation in the AIRC hearing.

In NSW, according to delegates who participated in the focus groups, there was a first meeting of delegates at the Town Hall. The main issues discussed were:

- full-timers working Sunday in their scheduled hours;
- wage increases;
- penalty rate decrease;
- savings provisions for 'premium rosters' where certain staff worked 72 hours rather than 76 per fortnight with the rest made up in penalty rates;
- job security there were particular concerns about possible closure of city stores.

All delegates had a draft of the proposed changes. Several focus group participants indicated they were discouraged by management from discussing the negotiations with other staff.

Because there were so many issues to discuss, including the savings provisions and how they would protect current employees, another meeting was held where NSW delegates voted on the agreement. Most delegates at the focus groups were unhappy that members were not directly consulted about the draft agreement and several reported considerable bitterness from members about this fact. One delegate said, *we were told it would be too hard to get all the members together.*

We were told not to say too much at this stage because it might cause problems, but it was hard as staff were annoyed that they had not been given more information.

Focus group participant

The union was committed to having delegates in each state support the new award and so further meetings were held, according to the national secretary, *dealing with every single issue again.* It was decided by the delegates that the proposed pay rise was insufficient and that, to protect employees, the right to refuse to work on Sundays for existing employees would be included in the agreement. Consequently the union agreed with Retail Enterprise to accept the concept of 'Sunday part-timers', who would work fewer hours than other part-timers, but still get training. After further negotiations between Retail Enterprise and the union, the company agreed that it would remain voluntary for existing employees.

After these changes, the agreement was presented to delegates again at the end of 1993 and was accepted in every State except Victoria and Tasmania. Changes were then made to protect current part-time employees from having their hours reduced. Both Retail Enterprise and the union produced written brochures for employees explaining the main changes to their current award, and Retail Enterprise briefed its retail-outlet line managers and personnel staff.

Just over half of the 20 delegates (55%) who attended the focus groups indicated that they did not have a fair chance to have their say about the award, while just over a third (35%) indicated that they had. Several delegates reported that they found that the consultation process was too rushed and should have occurred earlier in the negotiation process.

Some animosity was reported from clerical workers that the union and management could reach an agreement which affected the hours of clerical workers without consultation with these workers or their delegates.

I was happy that we wouldn't have to work Sundays; no-one wanted to but the other staff were very angry that no-one spoke to them about what was going on.

Focus group participant

Both the delegates in the focus groups and the union officials interviewed were of the view that there was *not a split in the views of men and women*, and therefore special consultation procedures for women were not required. However delegates said they were worried that the process may have excluded some of the particular concerns of part-time and casual staff.

Implementation

The Retail Enterprise Award provided for a phased implementation starting in February 1994. Retail Enterprise provided a number of scheduling options to their personnel staff to enable the most efficient use of the Retail Enterprise Award provisions. These options (taken from a Retail Enterprise document entitled *Immediate Scheduling Options*) included:

- flexing up part-timers to 38 hours as this was cheaper (110%) than using existing casuals (133%) or new casuals (120%);
- avoiding paying overtime on Sundays (200%) by using new staff, existing casual staff at 150%, existing full-time or part-time staff agreeing to a Sunday roster, or existing part-time staff through 'flex up' (160%);
- use of fixed-term contracts for casuals and part-timers, in addition to their current contracts, to cover Christmas trading. These would allow the new penalty rates, rather than those 'saved', to be paid.

Retail Enterprise management reported that outlet managers tried to maintain a minimum staffing level. They had the ability to increase hours available through the types of options listed above. According to NSW union officials, the wider span of hours had not been fully utilised, *but who knows what will happen in two to three years' time.*

According to Retail Enterprise management, the definition of 'regular' casual included in the award, and an extensive briefing of retail-outlet management on the 'intent' of the award changes, had made provisions relatively straightforward to implement. In March 1994 there were 4436 regular casuals employed across Australia and 3993 new casuals whose conditions were not 'saved.' One year later there were 1409 regular casuals and 6000 new casuals.

Part-time positions were offered to casuals. Retail Enterprise management reported that, nationally, there had been a reduction in casual employment by 30% to 40%. Management reported that the award was working very well and had been generally clear and simple for the retail outlets to implement. Almost two-thirds of the delegates in the focus groups said they knew most of what was in the new award, while another quarter indicated that they knew some of what was in it.

One difficulty that emerged during implementation, according to the union, was the scheduling of tea breaks. In NSW, the Enterprise Award changes meant that two tea breaks were available after eight hours or more, whereas under the State Award it was after nine hours or more. This *had been a big selling point* for the union in the consultation process with delegates, but the company did not apply it at first, arguing that ‘more than’ eight hours had to be worked. Eventually the union was able to have the intent of the new provision implemented. One delegate reported that part-timers rarely received a tea break because *they try and dodge giving them the tea break by the way their hours are rostered*.

I feel the enterprise agreement was rushed through and we gave too many benefits away.

Focus group participant

The definition of family leave in the new award also caused some difficulties, in that it was available only for ‘unforeseen circumstances’. Some delegates reported that not all staff were aware of the availability of this leave. The interpretation of the provision differed from store to store.

Rostering was an issue for several delegates. Some managers were flexible and prepared to take employee needs into account, other managers were not. One delegate reported that, with the approval of her department head, she and other staff organised their own roster to try and meet everyone’s family and work commitments to the greatest extent possible: *It took us three meetings at my place to do a new roster, but we did it and it works very well. Most staff are happy and so is the manager.*

Other delegates reported that as little as two days’ notice could be given of new rosters, despite the award requirement of one week’s notice. Another concern was that rosters of part-time workers changed frequently, causing difficulties for those with commitments outside work. With regard to access to additional hours for part-timers, several delegates reported that *if you knock back additional hours which are offered three times, you don’t get asked again*.

Delegates reported that real differences existed between stores in the way that management interpreted and implemented the new award provisions.

Focus group participants thought that management should be better trained about award changes and receive regular updates. One focus group participant said ‘we (the delegates) knew more about the award changes than most of the line managers’. Another concern was that there did not seem to be any monitoring the implementation of the award by the company.

To a large extent the savings provisions in the award provided effective protection for existing employees. Neither the union nor the delegates reported any problems between employees whose conditions had been saved under the new Enterprise Award and new employees who were covered by the award conditions.

Management has different interpretations of the agreements to delegates and a lot of things are not implemented in the correct manner.

Focus group participant

Eleven of the delegates (55%) were satisfied or very satisfied with the outcomes of the Enterprise Award. Another four (20%) were uncertain whether or not they were satisfied, and five (25%) reported they were dissatisfied.

Impact of Enterprise Award on wages, conditions and family responsibilities

Fourteen delegates, over two-thirds of those who responded to the survey, reported that the hours, times or days worked had remained the same. Four (20%) reported these had changed slightly, and two reported significant change. To a large extent this reflected the operation of the savings provisions in the Retail Enterprise Award for most of the delegates responding to the survey.

The main concerns about the impact of the new agreement identified by delegates who participated in focus groups included:

- the loss of penalties;
- the loss of tea money;
- an increased span of hours from 7am to 10pm;
- an increased number of days over which new part-time staff worked;
- the failure of the wage rise to compensate for all these changes.

Survey respondents indicated that changes in working-time arrangements under the new Enterprise Award generally had little impact on their pay and working conditions.

Pay

According to the union, no-one was financially worse off under the Enterprise Award. The actual rates of pay received by employees after the implementation of the Award depended on the previous rates of pay they had received under the various state and territory awards. Junior employees under 16 years of age experienced some wage increases because their rates were raised to the level for 16 year olds; that is, 60% of adult rates.

There was some concern that, with the lowering of penalty rates, new employees received lower wages for working the same hours as existing employees. However, this had not led to any friction between existing and new employees according to union officials and delegates.

Five (25%) of the survey respondents reported that their pay had increased and three (15%) that their pay had decreased. One delegate who said her hours were cut just before the agreement said she lost considerable income. Others expressed concern that even the limit on cutting back part-time hours by 20% per annum *doesn't give enough security to part-time staff*.

I really don't have an enterprise agreement as I have been a full-time staff member for over 10 years.

Focus group participant

The loss of tea money, \$7.30 under the old award, was also an issue. The payment was restricted to situations where less than 24 hours' notice was provided for overtime.

Hours worked

The union believed that there had been no real change in Retail Enterprise trading hours since the agreement. According to the union secretary, the agreement provided Retail Enterprise with *the*

ability to work people without penalty rates, although existing employees are still protected by savings clauses. This view was supported by the survey responses. Only two respondents reported an increase in hours and two reported a decrease. Six (30%) respondents reported that their hours had become more regular and predictable.

There was some conversion of regular casuals to part-time workers. However, several delegates commented that when full-time staff left, they were generally replaced, if at all, by one or more part-time staff. Retail Enterprise management reported that part-timers worked an average of 20 hours a week. Part-time workers could be asked to 'flex up' their hours on an as-needs basis. However, several focus group participants reported that in different stores there was pressure brought on staff to 'agree' to 'flex-up' their hours.

There was concern that there was not a lot of predictability with flexed up hours. Other delegates reported that in many instances additional hours were not offered to current employees. Concern was expressed that, since the implementation of the new award, rostering did not take the needs of employees into account.

Some of the delegates in the focus groups suggested that many part-time employees would like to work full-time. Many part-timers also found that three to four hour shifts over more days was a real problem in terms of travel time and costs. Focus group participants indicated that, although the way casuals were rostered differed from store to store, many casual employees preferred to remain casual because they got a loading.

As indicated above, rostering remains an issue and its implementation once again varies from store to store. The union reported that rostering was generally better than before, especially in NSW, where part-timers were now entitled to one week's notice of roster changes. The way in which employee requirements were taken into account varied from store to store, and within stores this depended on the approach of individual managers. One delegate reported that there was no consultation with staff, who could be suddenly rostered from 9am to 9pm, while another said that in her store a form was sent out to gauge the availability and preferred times of staff.

Days worked

Retail Enterprise management indicated that while some part-time staff worked fewer hours over more days, this depended on individual departments and employees' availability to do so. The union reported that it was uncommon for members to complain about this.

For the delegates in the focus groups there had been no real change in the days they worked and no move to Sunday work. However, concern was expressed by several participants about work on Sundays. There were fears that, depending on the store and its location, pressure could be brought to bear on full-time experienced employees to work on weekends. One delegate said that: *If management went about it the right way it could get people to volunteer instead of pressuring them. People want a choice.*

Overtime

Retail Enterprise management reported that overtime had decreased because of the more efficient rostering of part-time staff and the ability to 'flex them up' under the new Retail Enterprise Award. For example, in April 1994, overtime comprised 40% of total hours. In April 1995 it comprised just 27% of total hours. Delegates in the focus groups all reported a reduction in overtime.

There were some difficulties with the voluntary agreement under the award for time off in lieu of overtime. Several delegates reported that despite this, staff were sometimes simply told that the overtime they worked would be taken as time in lieu.

Work intensity

Several delegates suggested that work intensity had increased and that there were less staff in the retail outlets than in 1992. Almost half the survey respondents (45%) reported that their jobs had become more stressful, and a fifth reported that their jobs had become more difficult. Retail Enterprise management stated that the level of work intensity had not been affected by the agreement. The union believed that, while in 1992 under-staffing was a real problem in retail outlets, this had diminished somewhat over recent years.

Several full-time employees in one focus group were concerned about a rostering arrangement which prefigured the changes under the Retail Enterprise Award and which entailed working long hours every second Thursday. The two-week roster required full-timers to work Monday to Friday in the first week, including a late night on Thursday, followed by three days off. They then worked Tuesday to Saturday in the second week and had one day off. Several delegates thought that part-time or casual staff could be brought in to do the late Thursdays. Most delegates working full-time said that they would not want to lose the extra day off, but would like to see some restructuring of hours *so you didn't spend so long on your feet*.

There is a feeling that the company has the right to manipulate hours to get savings. They are not obliged to take our needs into account.

Focus group participant

Job security and satisfaction

An increase in job security was reported by over a third (35%) of survey respondents. *The job security provided for existing full-time and part-time staff is the best thing in the agreement*, according to the NSW union secretary. Given that Retail Enterprise employees, especially in NSW, were facing store closures and retrenchments, job security *was a major achievement*.

Job satisfaction was not seen to be affected directly by changes under the award, with most delegates agreeing that it depended on the management in the store where they worked.

Family responsibilities

Three quarters of respondents indicated that the Enterprise Award working time arrangements had had no impact on their family responsibilities or social life. This is not surprising as only six delegates (30%) reported that there had been any changes to their own working time arrangements. The national industrial relations manager reported that flexibility in rostering provisions provided in the award allowed most workers to meet their family responsibilities. In addition, rosters were flexible and *people flex rosters all the time*.

However many delegates reported that they believed rosters were built around company requirements, not those of staff. One delegate related that one of her members had wanted to work part-time during school hours but was told that she could not be employed on that basis. Several focus group participants also reported that changing rosters, especially for part-time staff, made it hard to manage child care arrangements. As noted above there was some concern about the pressure on family life of the long shifts worked by many full-timers on Thursdays, from 9am to 9pm.

However the provision of family leave was seen in a very positive light by most delegates despite the difficulties accessing it where managers deemed the ‘unforeseen circumstances’ requirement had not been met. The attitude of supervisors and managers was considered to be the main issue affecting workers’ ability to manage work and family responsibilities. Empathy from management towards work and family issues varied from store to store, with one delegate reporting that, in her store, *if people are 5 minutes late, they get docked, no questions asked.*

Future issues

Negotiation and consultation

The national industrial relations manager reported that, after the experience of negotiating and implementing the new award, *it would be useful to get a bit closer to the workforce and possibly run focus groups to cover a broader cross section of workers next time.* One particular change to the process would be to ensure that draft award provisions were written up as they are negotiated. In the negotiation of the Retail Enterprise Award, six months was spent arguing over the wording of agreed changes. The union secretary also reported that after the union’s experience in the first Retail Enterprise Award negotiations, it would be important to have the on-going agreements properly drafted as *the company had tried to renege on some undertakings.*

Why go from casual to part-time for security, they can still cut your hours down.

Focus group participant

The process of negotiating the first federal award, (which Retail Enterprise management reported was not so much negotiated as agreed to), and the Retail Enterprise Award led to both the union and the company centralising their industrial relations functions. The union reported that membership has increased. Both parties reported better industrial relations since the certification of the award. They agree that the form of the next enterprise bargaining agreement should also be an award. It was considered to be clearer and simpler and people were dealing with one document.

Several delegates also said that they had learned a lot about the consultation and negotiation process for the award, while others felt more needed to be done to encourage participation of members.

Delegates who participated in the focus groups reported that they wanted it made very clear what they would lose and what would be traded off. They also suggested that it was important for such information to be written down and discussed early in the negotiation process.

Some of the suggestions put forward to improve the consultation process included:

- enterprise bargaining ‘awareness’ training for members;
- a survey of members to identify their main issues and concerns;
- more time to think, ‘we need to be told earlier what the agenda is’;
- separate meetings with casual and part-time staff as they had different concerns;
- every member should be notified of what is on the agenda (by printed material, union journal);
- delegates given time off to talk to people;
- resourcing delegates to deal with the consultation process with members;
- printed material with the pros and cons of any proposed changes, including details of the after-tax wage increase.

Several delegates said that they were *nervous about saying things at delegate meetings*, and would have liked the chance to discuss some of the changes in small groups. Many delegates supported voting on separate clauses rather than the whole document. There was some debate among delegates

as to whether a show of hands or a ballot was the fairest way to vote on the final draft agreement. Those who felt a show of hands was fairer argued that *it was in the open*, while others who preferred a ballot said that this would mean less pressure from *management stooges who reported everything back about who voted what*. If there was to be a ballot, there were suggestions that ballot papers should be returned by mail or *there could be a box in the store and voting could take place over several days*.

I will certainly be much more prepared and confident for the second agreement.

Focus group participant

While all the delegates supported consultation with members over any future agreement or award changes, two delegates thought that they should not vote with one arguing that *it is better for members to go to delegates and bring issues up rather than individual employees voting*.

The union secretary reported that, at the time of the consultations for the Retail Enterprise Award, the union *was new* to the process of enterprise bargaining and that it used the same consultation process with its wide delegate network as it had used in negotiating award restructuring and other award changes. Since that time, the union had developed a ‘checklist’ of claims and a new consultation process. In recognition of the feedback that members *want their own say* as well as relying on elected delegates, the union developed a new consultation strategy for its enterprise bargaining negotiations. It recently completed this process with a major supermarket chain. The new process involved a number of steps including:

- a day-long meeting with delegates to formulate a log of claims incorporating both specific delegate issues and the union’s enterprise-bargaining checklist;
- a vote by delegates on the draft claim – if approved it goes to meetings of the members, if not it is renegotiated;
- meetings of members are held at each outlet at a variety of times and days to allow for the maximum participation of members;
- a second meeting with delegates, who vote via a show of hands or a ballot if this is what delegates want;
- all members receive a summary of the agreement with the changes.

Next time the union should survey the ideas and feelings of members prior to the meeting with company representatives for negotiations, and so try to negotiate those issues that members expressed; not the other way round.

Focus group participant

In addition, detailed written material was provided for every meeting and organisers and delegates had the responsibility to get this material to members. Most meetings of members could be held in company time – the award allows two paid meetings per annum.

The union secretary did not see the point of having separate women’s meetings, as over 80% of its membership was female. The union delegate structure was mainly female, and containing a range of full-time, part-time and casual delegates, and female delegates *have no hesitation in having a say*. While many delegates in the two focus groups agreed, they indicated they were interested in having a more comprehensive consultation process in which all members could have a chance to have a say.

There is little understanding amongst union members as to what an ‘enterprise agreement’ is. Therefore more training is required to enable intelligent input and discussion from the workplace.

Focus group participant

Future agreements

Federal union officials said that *there is little fat left* to cut in the retail area and there was some concern that employees may have little left to bargain with in the future. The union viewed the maintenance of savings provisions for ‘old’ employees, and the protection of full-time employees from frequent roster changes as important issues to be negotiated in any future agreements or awards. Other issues included:

- RDOs for full-time workers;
- three days’ paid family leave plus access to sick leave;
- meetings with members in company time;
- rest periods;
- security of employment;
- increase in full-time jobs;
- protection of part-timers’ hours;
- conversion of casual into part-time jobs.

Delegates who participated in focus groups were concerned that the next Retail Enterprise agreement or award addressed enterprise-specific issues such as:

- transfers between stores;
- adequate staffing levels;
- more protection for part-time and casual minimum hours;
- having a job to return to after maternity leave;
- skill recognition.

There was a strong feeling that current protections against rostering and hours changes needed to remain and be strengthened in future agreements. Participants also thought that management should be better trained about award changes and receive regular updates. One issue which several delegates would like addressed was different ways of rostering to enable employees to receive an RDO without having to work a 12 hour shift every two weeks.

While the majority of the delegates raised the importance of regular hours of work, especially in not having constantly changing rosters, many felt that this way of working was now so entrenched in the company that it would be impossible to achieve greater regularity through future awards or agreements.

The union was also of the view that, in a services industry such as retail with its peaks and troughs, it was difficult to juggle work and family. The flexibility for employees, according to the NSW union secretary, was that employees could state their availability, and *it becomes a matter of negotiation between the employee and the company as was the case before the agreement started’.*

Summary

The Retail Enterprise Award introduced considerable changes to working time arrangements, particularly for part-time employees. However, because of the extensive saving provisions, few of the delegates who took part in the focus groups had experienced the full impact of these changes.

Delegates were concerned about the impact of rostering arrangements on new employees, and about any future increase in working time flexibility. In addition, implementation by management had not generally been oriented to the needs of employees.

The consultation process for the award was seen as inadequate by many of the delegates consulted. While the union plans a more comprehensive process for the next enterprise bargaining round, delegates would like to see the consultation start earlier in the negotiation process, after input from employees about what should be on the agenda. The need to keep members informed of the process of negotiation was also considered to be very important.

Food retailing industry case study

Supermarket Enterprise

Supermarket Enterprise is a medium-sized supermarket chain with around 300 retail outlets across Australia. In 1995, approximately 30,000 employees were employed by the company. Forty-seven retail outlets are in Victoria where the case study consultations took place.

The Shop, Distributive and Allied Employees Association (SDA) has been the principal union covering the company's operations in Australia and, since the first enterprise agreement, is the sole union covering members employed in the company's outlets in Victoria.

There have been two enterprise agreements reached with the SDA covering retail outlet employees at Supermarket Enterprise. The first came into operation in August 1993 and the second at the end of 1995. The case study consultation covered both agreements.

Case study employment profile

There are currently over 3,700 staff employed in Victoria. Of these, some 35% are full-time, 27% are part-time and 38% are casual. Women make up 61% of total employment and comprise 57% of full-time, 75% of part-time and 56% of casual workers.

Staffing profiles are the responsibility of individual store managers and are dependent on store turnover and duration of employment. For example, the two stores where consultation took place had a larger proportion of full-time staff, including female full-time staff, than indicated by the Victorian profile. One of these stores also had a larger proportion of part-timers than casual staff.

Consultation with Supermarket Enterprise management indicated that the proportion of full-time and part-time staff relative to casual staff had increased slightly since the first enterprise agreement came into operation in 1993. A small number of temporary employees, both part and full-time, had also worked at the company since the introduction of first and second agreements. Temporary employees were generally used to relieve staff on leave.

Table 3.8: Victorian Supermarket Enterprise employment, April 1996

	Females			Males			Total			
	F/T	P/T	Casual	F/T	P/T	Casual	F/T	P/T	Casual	Total
All outlets	788	758	789	561	254	624	1293	1012	1413	3718

Source: Supermarket Enterprise (This data excludes distribution centres and administration)

Female employees were concentrated in cashier and shop assistant positions. Key positions, including head cashiers, stock and scanning controllers and merchandisers, were more likely to be held by women, and team leader and night-fill positions were more likely to be held by men. The human resources manager reported that full-time and part-time workers were generally older employees. Night fills were generally worked by students who tended to be employed on a casual basis. There was a low staff turnover of around 6% per annum for full-time workers and a total of 30% per annum for all staff including casuals.

Neither the union nor company reported significant numbers of employees from non-English speaking backgrounds.

One focus group was run at Supermarket Enterprise with 10 participants.

Background to enterprise agreement

Until the first Supermarket Enterprise agreement came into operation in August 1993, Supermarket Enterprise employees had been covered by a number of state-based awards.

Enterprise bargaining agenda

The main impetus to negotiating the first enterprise agreement (EA 1) with Supermarket Enterprise was the change of government in Victoria in 1992. This brought significant changes to the awards covering employees in that state jurisdiction. In late December 1992, the union logged Supermarket Enterprise in a number of states to start the move to federal award coverage.

While the union took the initiative, the company was also interested in reaching an agreement because it wanted to secure the same conditions for employees at all its Australian operations. Specifically, the company was happy to maintain the 17.5% annual leave loading in Victoria, despite legislative changes which removed it. However, at the same time the company sought to reduce penalty rates in Victoria in line with other states. The company was interested in reaching an agreement only for its Victorian employees and sought:

- a greater spread of hours and days, including Sunday;
- more flexibility of rostering, especially in terms of moving full-time and part-time workers into late night and Saturdays (this was already possible under the previous award but was not used);
- reducing restrictions on part-time hours to a minimum of 12 hours and a maximum of 32 hours per week;
- moving casuals to part-time work;
- introducing temporary workers;
- introducing an option of a four-day week, with two 10-hour days and two 9-hour days;
- putting a disputes procedure into place;
- reducing sick leave entitlements;
- limiting payment of meals allowance.

The human resources manager reported that Supermarket Enterprise was looking for *a fair day's work for a fair day's pay*.

According to the union assistant secretary, in EA 1, the union sought:

- a federal award;
- real wage increases;
- union preference;
- one union 'within four walls';
- preservation of the RDO for full-time workers;
- preservation of the 17.5% annual leave loading.

In the second agreement, (EA 2), the union sought more protections against increased spread of hours for workers with family responsibilities. In the event of roster changes and in absence of safe transport, the provision of transport home for finishes after 10pm and before 5am was also put on the agenda. The union also wanted to address problems which had emerged in the implementation of EA 1, such as ensuring full-time workers had access to RDOs, modifying the requirements of the dress code, the protection of regular employment for existing employees moving to temporary employment, a disputes procedure for RDOs, a re-emphasis on stable rosters with changes to occur only infrequently, and annual leave to be taken in a four-week block where there was no mutual agreement to other arrangements.

In negotiations for EA 2, Supermarket Enterprise sought changes which included:

- extension of Monday to Friday hours to midnight;
- introduction of temporary part-time employees;
- extension of ordinary hours to 7pm Saturday;
- reduction in Sunday ordinary time rate to 125%;
- increase in part-time maximum hours to 34;
- roster provisions, including RDOs, not to apply in the first three months' of employment or in the case of store refurbishment;
- employees on higher duties to be required to work on public holidays;
- 175% rather than 200% casual rate on Sundays.

Certification and duration of the enterprise agreements

The first Supermarket Enterprise Agreement was certified under Section 134C of the Act in October 1993. As there was no federal award or existing state award in place, the agreement was made in part settlement of an industrial dispute earlier found by the Commission to exist between the parties in relation to a log of claims served on the company by the SDA. The duration of the agreement was two years, running from August 1993, when the agreement was put into operation by the parties, to August 1994.

The second agreement was reached in late 1995 and was put into operation in December 1995 with a duration of two years. This agreement has not yet been certified by the Commission at the time of writing due to some final drafting issues.

Main hours issues in enterprise agreement

Under the new Supermarket Enterprise Agreement, a number of on-paper changes were made to provisions covering working-time arrangements. The most significant were changes to the span of hours, rostering provisions and penalty rates (see table 3.9).

In the objectives of EA 1, Supermarket Enterprise made a commitment to promoting security of employment by offering full-time and part-time work whenever possible. In addition, a number of savings provisions and protections for existing employees and 'regular' casuals were inserted into both agreements. In EA 1 these included:

- no full-time or part-time employee to have wages for ordinary hours reduced;
- no casual employee who worked regular hours and continued to work same regular hours would have wages for ordinary hours reduced;
- rosters not to be continually changed (according to union to protect part-timers from being casualised);
- working on Sundays to remain voluntary for existing employees.

In EA 2, the savings clauses from EA 1 were maintained and protection of employees was extended, including the following provisions:

- when changing an employee's roster across the span of hours, the employer would respect the employee's family responsibilities and the employee's access to safe transport if rostered to work between midnight and 5am;
- employer to provide transport for those working overtime without 'regular means of safe transport';
- employer to provide transport for those finishing work after 10pm and before 5am if roster change made with less than four weeks' notice and employee did not have safe transport;
- escort to be provided to transport when employee finishes work if there is inadequate lighting or security.

Table 3.9: Changes to working time arrangements at Supermarket Enterprise

Working time Provisions	Award conditions before 1992	EA 1 – 1993	EA 2 – 1995
Span of hours	M-F: 7am to 9pm Sat.: 7am to 6pm Sun.: not provided for under award	M-F: 5am to 10pm Sat.: 5am to 6pm Sun.: 7am to 6pm (for those shops which can legally trade on Sundays for 52 weeks a year.)	M-F: 5am to midnight Sat.: 5am to 6pm Sun.: 7am to 6pm
Rostering	Rostering changes to have 14 days notice. Able to roster permanent staff on late nights and Saturdays with 2 weeks' notice and penalty payments	Rostering changes to have 7 days' notice. Able to roster on Sundays with 14 days' notice if existing employees Employees can be rostered to work in an emergency and unforeseen circumstances with 48 hours' notice Permanent employees may be required to work 19 days in a four-week cycle with RDO; straight 5-day, 38-hour week with no RDO with written mutual agreement; 4-day week.	No roster changes without mutual agreement or by 7 days' notice No loss of RDO without written mutual agreement No continual roster changes for full-time temporary or part-time. When changing rosters across the span of hours, the company shall respect the employee's family responsibilities and the employees' access to safe transport if rostered between midnight and 5am
Part-time	Min.: 3 hours per day, 12 hours per week or 24 hours per fortnight. Max.: 30 hours per week Ratio to full-time staff: Not more than 3 per full-time staff member.	Min.: 3 hours and one start per day, 10 hours per week (with savings Max.: 30 hours per week, 9 hours per day except for 3 days of 10 hours in a fortnight.	Max.: 32 hours per week. Flex up: Part-timers on voluntary basis up to 32 hours at casual rate of pay. Hours over this at overtime rates.
Casual employees	Casual loading M-F: 125% plus one twelfth for annual leave Sat.: Casual loading plus \$5.06 Sun.: 200% ordinary time Sick leave Regular casuals entitled to sick leave 3 hours 10 minutes for each 152 hours of service in first year; 5 hours 4 min for each 152 hours in subsequent years	Sun.: 150% ordinary time	Sick leave No sick leave for casuals. Existing casuals have access to accrued leave.
Temporary employees	Full-time: Christmas time only	Full-time: not less than 6 weeks not more than 13 weeks with full-time benefits including pro rata annual leave at termination. Sick leave payable only when work 6 weeks or more.	Part-time temporary employees may be engaged. Full and part-time: not less than 4 weeks Voluntary for existing employees to accept temp full or part-time employment and return to 'no less advantageous previous position'.
Penalties	During spread of hours: M-F: 125% late night loading Sat.: frozen at 150% at 1990 rates (or \$5.06 plus ord time) all day Sun.: 200% Overtime/outside span of hours M-F and other circumstances: 150% for first two hours and double time after that Sat. and Sun.: 200% for all hours	During Spread of Hours: M-F: no late night loading Sat.: ordinary rates Sun.: 150% M-Sat.: 150% for first two hours and double time after that Sunday: 200%	M-Sat.: Shift workers (night fill etc.): 150%. All other employees: 30% penalty outside spread of hours.

RDOs	Range of options including on basis of: rotating RDOs fixed RDO in 4 week cycle RDOs accruable up to 5 days	may elect to take another RDO in lieu if RDO worked at request of management may choose to be paid overtime rates with mutual agreement can add RDO to employee's annual leave	Grievance procedure for access to options for RDOs put into place
Sick leave	60 hours and 48 min per annum	38 hours per annum for first year, then 68 for subsequent years	
Public holidays	Easter Saturday as a public holiday removed in 1992		Easter Saturday as a public holiday reinstated
Meal allowance	After 1st hr overtime or second meal break on late night or more than 4 hours on Sunday	Paid only if work in excess of 1 hr overtime and less than 24 hours notice and overtime is outside 'normally recognised meal hours	

Other issues dealt with in agreements

There were also a number of significant non-hours issues which were dealt with the enterprise agreements. In EA 1 these included:

- the SDA as the sole enterprise union,
- union preference clause,
- deduction of union dues,
- code of dress to be specified by employer.

In EA 2 other significant non-hours issues included:

- family leave per the Commission test-case standard,
- a grievance procedure for any disputes over code of dress,
- a new scale of pay rates for head cashier.

Wage increases

The first Supermarket Enterprise Agreement provided for a total wage increase of \$46.00 to be phased in through three steps over two years. In a pamphlet distributed to all company employees, the union described the total wage increase as having three distinct components:

- full compensation for the abolition of late night and Saturday penalty rates;
- productivity benefits due to increased roster flexibility and an increased span of hours;
- an allowance for the provision and care of clothing in accord with the preferred dress code.

The steps in the wage increase were \$20 in August 1993, \$15 in February 1994, and \$11 in February 1995. Increased allowances were also paid for employees undertaking higher duties.

EA 2 provided for a wage increase of \$32.40 per week phased in through 4 steps over two years with \$8.10 in December 1995, \$6.30 in March 1996, \$8.00 in November 1996 and \$10.00 in July 1997.

In EA 2, cold work, meal and transport allowances were increased. Higher duties allowances were also increased for head cashiers.

Issues arising from case study

Negotiation

For EA 1, negotiations between the union and the company began at a time when the company's Victorian employees had no award coverage. In the first half of 1993, seven meetings were held between federal and state union representatives and the company.

During the negotiations, according to the union, the company proposed to buy out late night and Saturday penalties in return for a 12% wage increase over two years and a 150% loading on Sundays, as in its NSW operations. This was overwhelmingly endorsed by the shop stewards. According to the state assistant secretary, agreement was quickly reached on this proposal as *a big increase then was better than waiting for these penalties to be chopped for no wage increases at a later date.*

For EA 2, negotiations took place between February 1995 and July 1995. The main issues dealt with were resolving difficulties with access to RDOs for full-time workers and the implementation of the dress code. In addition, agreement was reached on:

- the extension of the spread of hours to midnight, Monday to Friday;
- the introduction of temporary part-time employees;
- annual leave to be taken in four-week blocks where there was no mutual agreement.

Other flexibilities sought by the company were not agreed to. These included:

- an extension of ordinary hours to 7pm on Saturday;
- a reduction in Sunday ordinary-time rate to 125%;
- an increase in part-time maximum hours to 34;
- roster provisions, including RDOs, not to apply in first three months or in cases of store refurbishment;
- employees on higher duties required to work on public holidays;
- 175% rather than the 200% casual rate on Sundays.

Consultation process

Of the ten focus group participants, seven reported that they were unsure if they were given a fair chance to have their say about their enterprise agreements. Five of the participants reported that they knew about some of the things in their agreement, with another two reporting they knew about most of the things in their agreement.

I didn't say anything (in the meeting), it wouldn't change anything...if they are going to increase Sunday trading, what can you do?

Focus group participant

The consultation process for EA 2 was seen by focus group participants as more comprehensive than that undertaken by for EA 1. In its statutory declaration submitted for certification of EA 1, the union declared that in July 1993, the union held a half-day meeting of shop stewards at Supermarket Enterprise to report on the negotiations and that subsequently meetings were held at Supermarket Enterprise by SDA organisers. At the July meeting, shop stewards endorsed the proposal and the intention to have it certified.

After negotiations with the company, the draft agreement was taken to shop stewards. This involved around 30 shop stewards, all of whom had first attended a four-day course which included a component on enterprise bargaining. According to the union assistant secretary, *there was not much controversy or discussion, apart from the dress code*. After agreement was reached, the organisers explained the agreement to members in each outlet.

Union officials who were involved in the negotiations conceded that the consultation process for the first agreement was not ideal. It was a brief consultation, according to the union assistant secretary, *because of the need to move quickly especially since in Victoria employees were in effect without an award and depended on the good faith of the company*.

Negotiation for EA 2 involved a more extensive consultation process. First, a half-day shop steward meeting was held to prepare the log of claims for the agreement. The main issues raised were problems with the dress code and getting access to RDOs. The union then negotiated with the company and went back to the shop stewards with recommendations for acceptance. The dress code remained an issue, so a grievance procedure was inserted into the draft agreement.

The organisers, together with shop stewards, conducted a series of small group meetings in each shop with as many staff as possible. According to the union, these meetings typically lasted between 15 to 30 minutes with a draft agreement being handed out. There were limited changes to working time accepted by the union, and moves to widen the span of hours and decrease Sunday penalties were rejected by the union and shop stewards.

According to the union, holding small group meetings at different times and on different days in each store was to meet the needs of casual and part-time workers. However the union assistant secretary reported that the union *didn't see 100% of members*. Members could discuss the changes and agree or disagree via a show of hands. The union didn't consider using ballot papers because *our members are not hesitant in saying what they think*.

Several focus group participants reported that in neither agreement were they told very much or given much of a chance to have input into the enterprise bargaining process. However, most of the ten participants had taken part in small group meetings for EA 2. At store 1, around three group meetings were held with about 10 – 12 employees in each. According to those who took part, there was a brief discussion held about the main aspects of the draft agreement. No written material was given out and *people put their hands up* to agree or disagree with various items.

In terms of preferences for consultation, a number of focus group participants said they thought they should be asked earlier in the process what should be in the agreement and should be able to have a vote on the actual agreement.

The human resources manager reported that the company had asked a cross section of managers and staff to discuss the agreement. This was useful in that *staff told management about their problems with rosters and spread of hours and how this could be addressed*.

Implementation

There were no formal implementation or monitoring mechanisms put into place in EA 1, apart from the grievance procedure. However it was agreed between the company and the union that the move of full and part-timers to evening and Saturday work would be handled cooperatively. To this end, the company set out a form on which managers asked staff for their roster preferences.

Generally, the agreement worked well with the only real problem areas, according to the union, being the dress code and the implementation of the RDO provisions. Very few difficulties with rostering or other hours changes have been reported.

The union reported that the employees at Supermarket Enterprise were older than at other similar enterprises, and that there are more women managers. This may be one reason why employee preferences for flexibility were more likely to be taken into account in rostering. Middle management was *generally good* and according to those consulted, including focus group participants, the centralisation of dispute resolution through the human resources manager provided for a less discretionary interpretation of various agreement provisions and protections for employees. This is in contrast to Retail Enterprise where individual store managers were left to interpret the agreement with little or no oversight by the organisation head office.

The human resources manager considered that rostering had been a significant issue in the implementation of both EA 1 and EA 2, remarking that *a change of rosters can really upset people*. The new provisions in EA 2 required rostering changes to be generally by mutual agreement. The provision of guidelines for resolving disputes over RDOs was seen to be valuable not only by the union but by the company.

The extent to which changes to working time made possible under both EA 1 and EA 2 have been implemented depended on the business turnover at individual stores. The manager at Store 1 reported that *because the store takes a lot, there is not the same pressure on me to change hours and reorganise rosters* for existing staff, many of whom have worked at the store for ten years or more. She said that her practice was to put rostering issues, such as operational requirements, to the staff and let them come up with the solutions. However, new employees had to accept the rosters given to them.

The manager at Store 2, where most of the staff were either part-time or full-time employees, said she had made a number of changes after both EA 1 and EA 2, mostly with staff agreement. For example, she had moved staff from a Monday to Friday roster onto a Tuesday to Saturday roster because of store requirements. On the Sundays the store was opened, she used part-timers working overtime to meet the rostering requirements. Several Monday to Friday rosters had been reorganised and hours worked varied from eight to seven hours per day. In addition, she had introduced staggered start times.

The manager at Store 2 said she was flexible with make-up time and staff could ask for it or roster changes as they need them. This was done via a verbal agreement. She generally worked with staff to sort out their preferences. She used casual students to fill in but could be this flexible *only because my store also has a good trade*. To date, *no-one has complained about their hours*.

The focus group participants reported that changes to hours depended on the manager. At stores where family and friends of focus group participants worked, several participants commented that downturn of business and/or an unsympathetic manager made it difficult for individual staff to negotiate rosters which suited them. According to the human resources manager, most stores generally catered for volunteers to work hours that they found difficult to roster and normally some compromise between the employee preference and the store requirements could be met.

The four day/week option has not been implemented at many stores. At Store 1, for example, the manager reported that *no-one has approached me to do a four-day week*. This may be because it had been generally interpreted by managers as an employee-initiated flexibility.

Impact of hours changes made under agreements

Eight of the ten survey respondents reported that the hours/times and days they worked had remained the same. One reported that these had changed slightly and one reported significant change. To a large extent this reflected the fact that, at Store 1 where the focus group took place, the turnover was high enough to allow workers, many of whom had been with the store 10 to 15 years, to maintain their normal rosters. In one instance, that of a part-time worker being requested to work an evening shift, dissatisfaction was expressed. The other participant, whose roster had changed to include one evening per week, said she recognised that these were the most appropriate hours for her to carry out her stocktake role *and I was therefore prepared to do it.*

The particular manager at this store was happy to allow staff to work out rosters cooperatively to meet individual preferences as far as possible within the organisational constraints. The use of students on night-fill work made this easier. Focus group comments indicated that in other stores, without the same turnover, it would be unlikely for managers to be as flexible.

Having a female manager means that she is more sympathetic than at stores where there is a male manager.

Focus group participant

The main concerns about the impact of EA1 identified by the union and focus group participants were the dress code and the management of RDOs. In the second agreement, the union and human resources manager agreed that the dress code remained an issue of concern in some stores.

Only two of the focus group participants had had their hours changed. Not surprisingly, the majority of survey respondents indicated that any changes in working-time arrangements under both EA 1 and EA 2 had generally little impact on working conditions.

Pay

Focus group participants generally viewed their wage increase as fair, although as one participant put it, *you'd always like more.* However, one survey respondent reported that her pay had decreased.

New people who come on deck have to work the hours that are needed.

Focus group participant

The human resources manager reported that the rates of pay at Supermarket Enterprise were now above those of other rival companies. Individual outlets had to manage the wage increases within their existing budgets.

Hours worked

The human resources manager reported that a mixture of full-time, part-time and casual staff were rostered Monday to Friday. While there had been little change in the way hours were worked at Store 1, feedback from focus group participants and the manager indicated that in other stores considerable changes had taken place. However, even at Store 1, new staff had to be prepared to work more flexible rosters. They were offered rosters which included night shifts and Saturdays and *could take them or leave them.*

Focus group participants reported that the number of staggered start (and finish) times meant that there was generally room to accommodate people's preferences. However, new employees had to work the hours offered to them.

It is all right if you have the turnover, but if you don't you will have to make a lot of changes to people's hours.

Manager, Store 1

The store manager indicated that she had moved a number of 'regular' casuals to part-time work and that this was generally successful because *casual workers tend to be slacker*. Focus group participants, including one who had moved from casual to part-time, said that the pro rata benefits and a regular roster were seen to outweigh the loss of the casual loading.

Days worked

The union reported that there had been little change to the days worked at Supermarket Enterprise because no additional stores traded on Sundays outside the ten stores per annum provided for in state legislation. Despite the intention of the company in EA 1 to move full-time and part-time workers onto evening shifts and Saturday work, most full-timers were still working Monday to Friday in daytime hours.

RDOs were an issue of concern in EA 1, particularly in terms of employees obtaining access to days which suited them. However, according to the union, shop stewards reported success with the grievance procedure in EA 2 and reported that new full-time employees were also receiving RDOs.

Work intensity

The human resources manager reported that employees were working 'smarter' because staff were rostered when and where they were needed. Focus group participants reported that there was generally *a lot more pressure on us, mainly because of multi-skilling*. The union suggests that operations in the retail industry have always been *lean and mean*.

Family responsibilities

Seven of the ten survey respondents indicated that the working-time arrangements in both EA 1 and EA 2 had had no impact on their family responsibilities or social life. However, two respondents whose hours had changed reported that the new working-time arrangements had made their childcare arrangements more difficult.

The human resources manager reported that whenever changes were needed managers would try to meet employee requirements. He said that in general *the requirement for 'respect for workers' family responsibilities' is fair, but it can be abused*. The respect for family responsibilities was variously interpreted. The human resources manager indicated that there had been only a handful of problems in the entire state. In one instance a female employee said she was *unable to work night shift because her husband expected her to cook dinner for him*. This was not seen as the 'family responsibilities' covered by EA 2 and the employee's roster was not changed. According to the human resources manager, she resigned, but had since returned to work on a roster which included evening shifts.

In another instance a single mother said she was unable to get childcare for her young children. This was considered to be a legitimate family responsibility and her roster was changed to day-time hours. In another case a women with adult children said she had obligations to pick up her children from sporting commitments. Despite some disagreement with management over whether this really could be considered 'family responsibilities', she was allowed to change her roster back to day-time work.

The insertion of family leave in the first agreement was seen positively by the employees. The fact, however, that it was part of, rather than additional to, current sick-leave entitlements, was an issue raised by several participants.

Future prospects and issues

Both the union and company viewed the outcomes of EA 1 and EA 2 positively. This was generally endorsed by the focus group participants, although few working-time changes had been implemented. In their survey responses, while four reported they were satisfied with the outcomes of the agreements, five of the participants indicated that they were uncertain if they were satisfied, and one indicated she was dissatisfied.

The human resources manager reported that the enterprise bargaining process had been successful for the company: *What was important was that in the initial agreement Saturday and evening penalties were bought out. This has become a benchmark in the industry. Other companies are now following the lead of Supermarket Enterprise.*

Reported benefits to the company included the fact that sick leave had decreased and the meal allowance *has gone to zero* because of new restrictions. The Store 2 manager said that the main benefits to her as a manager were that *you can have the store open and properly staffed at the times you need to*. It had been *199% easier with the new flexibility* introduced by EA 1 and EA 2, and she *has broken even with wage increases because of the flexibility of staff*.

Lessons learned

As indicated above, and in the Retail Enterprise case study, the union is now pursuing a more consultative approach with its members as part of the enterprise-bargaining process, with individual groups of members at the various outlets voting via a show of hands. Organisers reported on the outcome of these small group meetings and on any specific concerns raised. Focus group participants from Supermarket Enterprise expressed interest in being consulted earlier in the bargaining process and being able to vote via ballot.

Future issues

Those who participated in the focus group were concerned that the spread of hours might increase in the next agreement. No other particular issues which should be addressed were raised. This was because most of the site-specific issues, particularly those to do with working-time arrangements, were sorted out with the manager.

There was concern about an eventual move to a 24-hour, seven-day week among some focus group participants. The human resources manager indicated that one outcome of this was that *we will have to employ younger people and more part-timers with (as a result) more staff turnover*.

The human resources manager reported that in EA 3 the company would like to achieve:

- a flat 25% loading for casuals, without the annual leave loading;
- more flexibility in rostering;
- set out rostering procedures.

In addition, he expects to consult with managers before the next enterprise agreement is negotiated.

The union's main agenda item for the next agreement will be improved wages and conditions for all employees at Supermarket Enterprise. Specific issues have not yet been identified as EA 2 only recently came into operation. The union expects to add to its broad agenda for retail-industry agreements outlined in the Retail Enterprise case study.

Summary

Supermarket Enterprise widened the span of ordinary hours over two agreements to a 17-hour spread from Monday to Friday, an 11-hour spread on Saturdays and for those outlets which can trade on Sundays, a 9-hour spread. As a consequence, access to penalty rates decreased. Minimum hours for part-time workers were decreased and maximum hours increased.

The impact of these and other changes were stalled for existing employees to some extent, particularly for those working in stores where the turnover was good. For new employees and those working in stores that were not as profitable, considerable changes were made to former working-time arrangements. The most important of these was the extension of rostered hours paid at ordinary time rates, including for full-time and part-time workers, into the evenings and Saturdays.

The union has achieved some gains for employees, especially in regard to the insertion of 'respect for employees' family responsibilities' into EA 2. While this was open to interpretation, it was regarded by the union and employees as an important acknowledgment that employee needs, if not preferences, should be taken into account in rostering arrangements. Significantly too, problems in accessing RDOs under the EA 1 provisions were specifically addressed in EA 2. Feedback from focus group participants and managers at two Supermarket Enterprise stores highlight however, that meeting the requirements of employees, even existing employees, depended on the individual store turnover and the goodwill and flexibility of individual store management.

Textile industry case study

The textile industry is characterised by significant numbers of workers from non-English speaking backgrounds. This presented particular difficulties for consultation. The Textile Enterprise Agreement is viewed by the union as one of the more successful agreements in the industry, in terms of the consultation process and the bargaining outcomes. The agreement to consider shift changes, rather than implement such changes, is typical of only a few textile industry agreements.

The Workplace Agreement Database indicated that 85 federal enterprise agreements in the textile clothing and footwear industry had been registered with the AIRC to May 1995. Of these, over 30 were in the textiles area.

The Textile, Clothing and Footwear Union of Australia (TCFUA), the main union covering workers in this industry, reported that in the textiles sector there is emphasis on the productive use of capital investment. This has led to focus in agreements on workplace reform alongside changes to shift arrangements to provide rostering flexibility, and the reduction of overtime penalties through extending the spread of hours. The union also reported clothing-and textile-employer interest in employees working longer hours over more days, extending the length of the working week with moving to product-based shifts. There is also a trend towards watering down of limits on casual employment.

Textile Enterprise

Textile Enterprise took over a number of smaller textile companies in 1993. Company operations are spread across a number of sites and have operated under a number of different federal and state

awards and site agreements. The takeover process involved considerable restructuring of the company, including redundancies and a new management team. Textile Enterprise made a large capital investment in its new operation, with the human resources manager describing the company as *investing for the long haul*. In recent times the business has suffered some downturn in demand in both its domestic and export markets.

The TCFUA covers the majority of the workers at Textile Enterprise sites, with the AMWU covering around 30 fitters and other maintenance employees and the CEPU covering around 20 electrical trades workers.

Case study employment profile

When the Textile Enterprise Agreement came into effect in November 1994, there were just under 1000 employees covered by the agreement across the seven sites. The majority of employees were concentrated at the head office site (Site 1) and a plant nearby (Site 2). The remaining staff were spread across the other sites and were not consulted for this case study.

Data from the company's 1994 Affirmative Action report (see table 3.10) indicated that of the total workforce of 1200, around 38% were women, with 99% of these women working on a full-time basis. They were concentrated in plant and machinery operations and in clerical work. The main classifications women workers were employed under were:

- tufting operators;
- machine operators;
- general hands;
- leading hands.

Statutory declarations accompanying the application for certification of the agreement, indicated that almost half of the employees were persons whose first language was not English. The TCFUA reported that most of the NESB workers came from Greek, Italian, Serbian, Croatian, Vietnamese, and Lebanese language groups.

One focus group was held at Site 1 and 32 surveys were returned.

Table 3.10: Textile Enterprise employment profile, February 1995

Occupational Category	Full-time		Part-time		Casual		Total	
	Female	Male	Female	Male	Female	Male	Female	Male
Management		45						45
Professionals	5	18					5	18
Para Professionals	22	18					22	18
Trade		67						67
Clerks	67	16	1				68	16
Sales and Service	1	31					1	31
Plant and Machinery Operator/Drivers	348	502				3	348	505
Labourers	2	49	5				7	49
Total	445	746	6			3	451	749

Source: Textile Enterprise 1994/95 Affirmative Action Report

Background to enterprise agreement

Before the enterprise bargaining process began, the company was covered by federal textile and metal industry awards and several uncertified overaward and conditions agreements. In most areas,

Textile Enterprise employees worked on a two or three shift system of eight hours a shift between Monday to Friday. The way in which these shifts were worked differed from site to site. Site 1 workers worked a 'shorter shift' by half an hour by using a paid 20 minute crib break for lunch rather than a 30 minute unpaid lunch break.

Overtime was worked on the weekends and on top of shift hours. Full-time workers had access to an RDO every four weeks. Some workers worked eight hour shifts plus four hours overtime on a regular basis, according to the Textile Enterprise personnel officer.

Impetus to enterprise bargaining

The TCFUA reported that the main impetus to make the agreement came from head office. In March 1993, workers at the site took industrial action over wages. The TCFUA organiser reported that there had been no real wage increases since 1991 because any wage rises had been absorbed into the supplementary payments made to workers. According to the TCFUA, the company began to talk about an enterprise agreement in resolution of the dispute.

The TCFUA developed a number of initial claims after consultation with shop stewards including:

- a 15% wage increase;
- standardised wage rates at each site;
- a new skills structure;
- better OH&S provisions;
- improved work conditions including toilets and heaters;
- family leave;
- unpaid leave to enable workers with families overseas to visit them;
- clarifying existing provisions for the transfer of workers from different sites.

The human resource manager indicated that, with the capital investment the company had made and would continue to make, there needed to be considerable flexibility of production. However, he said: *We made it clear from the very beginning that we were not going to attack anyone's conditions.* The Textile Enterprise management agenda included:

- recognition of the need for wage parity across sites;
- flexible part-time employment;
- flexible casual employment, extension of duration of casual employment;
- flexible shift work;
- flexible hours over eight or 12 week cycles;
- providing for inter-site transfers;
- reducing absenteeism;
- decreasing penalties for overtime (although this was not pursued).

Certification and duration of agreement

In September 1995, the Textile Enterprise Agreement 1994 was certified in the AIRC pursuant to Section 170MA of the Industrial Relations Act. The TCFUA, the AMWU and the CEPU were parties to the Agreement. Clerical and canteen workers, who were not unionised, were not included in the agreement. These two groups of workers continued to be paid under the relevant state determinations.

While the agreement was certified in September 1995, it had been in operation from November 1994. The agreement had a duration of two years to November 1996.

Changes to working time arrangements

While initial bargaining negotiations at Textile Enterprise were concerned with a number of hours issues, there were few major changes to working time arrangements in the final agreement. Several provisions applied to all Textile Enterprise sites and a number related to specific site arrangements. These changes are shown in table 3.11.

Table 3.11: Changes to working time arrangements at Textile Enterprise

Working Time Provisions	Previous Conditions	1995 Agreement
Shift Arrangements	<p>Shift change overs: Workers to remain on duty until they were replaced by the next shift Site specific: Site 1: By using 10 minute paid tea break and 20 minute paid crib break and not taking lunch break day shift 7am to 3pm afternoon shift 3pm to 11pm night shift 11pm to 7am Other sites: Based on half hour lunch break day shift 7am to 3.30pm afternoon shift 3pm to 11.30pm night shift 11pm to 7.30am</p>	<p>Flexibility: A working party to consider flexible shift systems and proposals to be put to employees for agreement Shift change overs Reinforcing shift changeovers where workers had to remain on duty until they were replaced by the next shift Site specific: Site 2: Like Site 1, by using 10 minute paid tea break and 20 minute paid crib break and not taking lunch break day shift 7am to 3pm day shift 7am to 3pm afternoon shift 3pm to 11pm night shift 11pm to 7am</p>
RDOs		<p>RDOs to be made more flexible by agreement RDOs to be taken Monday or Friday throughout each 4 week cycle Site Specific: No banking of RDOs for mechanics at one site</p>
Casual	Casuals may be employed for up to 3 months	<p>Casuals may be employed for up to 4 months Casuals to be offered permanent positions if available and skills suitable</p>
Meal Breaks:		Site Specific: staggering of meal breaks for mechanics at one site

Other main agreement provisions

The new agreement contained a number of non-hours provisions which applied to all sites, and a number of site-specific arrangements. Provisions applying at all levels included:

- the introduction of a framework to achieve world-class performance including self-managed teams;
- productivity improvements including multi-skilling, quality preventative maintenance, absenteeism strategy, working to completion of shift, etc.;
- productivity and efficiency gains to be investigated and reported on;
- a consultative OHS program;
- training and skills development;
- inter-site transfers.

Site-specific provisions included:

- the payment of wages fortnightly by EFT for those sites which had been paid on a weekly basis;
- provision of tea and coffee facilities by the company;
- a working party to address issues arising from the changing and cleaning of equipment in tufting.

Equity provisions were also introduced across all sites. These included:

- introduction of an equal employment opportunity and an affirmative action policy and plan;
- access to three days' sick leave as special family leave;
- special leave as unpaid leave on one occasion for up to three months after five years and also in special personal circumstances with no impact on continuity of service;
- two single days' sick leave without a doctor's certificate;
- pro rata long-service leave after ten years' service.

Wage increases

There was an overall 15% wage increase provided for in the Textile Enterprise Agreement. This was in addition to increases for workers covered by the AMWU and the CEPU reached in a separate agreement some 12 months previously. The TCFUA organiser reported that these increases were in the order of \$50 per week.

The 15% basic wage increase was phased in over the life of the agreement and applied to all textile, maintenance and electrical-trades workers: 6% increase backdated from 1 April 1994 (less \$8 already paid), a 4% increase from 1 February 1995, a 2.4% increase from 1 November 1995, and 2.5% from 1 February 1996.

In addition, the agreement provided for workers at different sites to achieve pay parity by the end of the agreement. To this end, workers in some categories at one site would effectively receive up to a 24% wage increase. The additional wage increases to align wages with other sites were to be paid in two stages; 50% of the differential in May 1996 and 50% in September 1996.

Issues arising from case study

The case study consultation at Textile Enterprise focused on:

- the negotiation and consultation process, including the involvement of NESB workers;
- implementation issues;
- the impact of working time changes on women workers.

Negotiation

TCFUA shop stewards and representatives and Textile Enterprise management were involved in a detailed process of negotiating the basic claims from August 1994. Shop stewards and additional union representatives undertook training in enterprise bargaining and negotiation skills and the union officials met regularly with them. The TCFUA organiser described the other unions as *coming in at the last moment*. There was no single bargaining unit formed because, according to the TCFUA organiser, *the AMWU and CEPU said they already had an agreement*.

The company had surveyed the workforce before the negotiation of the agreement and in the early period of negotiation gave a presentation to all employees on enterprise bargaining, including examples from other agreements. This was undertaken because the human resources manager said:

we needed to really look at low cost manufacturing and, to achieve this, we needed to look at better productivity.

According to TCFUA officials, the company was unclear about what it wanted from the agreement. It put up a number of shift options, but according to one of the shop stewards: *They wouldn't say what they preferred ... they wouldn't be specific and throughout the process workers were very concerned about the possibilities of 12 hour shifts.* Ultimately this issue was not resolved and the agreement included a commitment to discuss a number of shift options.

One of the shop stewards interviewed reported that the really important issue for workers was the 15% wage increase. *We'd got \$8 but it had been absorbed (because of overawards) and was seen as a Claytons increase.*

The negotiation and consultation process for the Textile Enterprise Agreement took place at initially at Site 1. Once the agreement on the pay increase had been reached after the threat of industrial action, Site 2 and then other sites became involved. Other changes to the main agreement as well as site specific conditions were addressed in these additional negotiations.

Consultation

Separate consultative committees were established on the two main sites, with representatives from the three unions and management. The committee at Site 1 included a female shop steward and a female union representative as did the committee at Site 2. The female shop steward at Site 1 came from a non-English speaking background. This was the first time that the TCFUA had undertaken joint negotiations with the CEPU and the AMWU, who had previously negotiated their own uncertified site agreements. According to the TCFUA industrial officer, this was very important in terms of industrial strength and helped the workers present a united front.

There was no real indication from the company of what they wanted so we just talked to the workers. It was the first time we did anything like this. One thing the company did want was the right to transfer staff for short periods. They also wanted to discuss 12 hour shifts, but people just wouldn't discuss it.

TCFUA female shop steward, Site 2

The negotiation and consultation process at Textile Enterprise overlapped to a large degree. At Site 1, the consultative committee met on a monthly basis. Consultative committee members were then responsible for reporting information to other employees in their work area. A female shop steward, who was also a member of the Site 1 consultative committee, reported that from May till October 1994, the committee met once a month and then would go back and explain to workers what was happening in working hours. She said she *used to stay back to catch the afternoon shift and start early to catch the night shift.* Three mass meetings with union members during the negotiations were held at Site 1 to discuss progress with the agreement. All meetings about the agreement were carried out in paid time and there were smaller separate meetings arranged with each shift.

According to the human resources manager, Textile Enterprise consulted widely with employees on all shifts. *If we had had more time we would have been able to consult more but then the walk out was threatened and we had to cave in.*

The main negotiating issue were the amount of the wage increase and introducing a flexible shift system. The TCFUA shop stewards reported that the company wanted the flexibility to introduce shifts to meet orders, *moving from working flat out to standing people down.* Because a separate redundancy agreement covered all the Textile Enterprise sites, the union and the company agreed to

leave this out of the enterprise agreement negotiations, returning to it when it expired late in 1995. While the union aimed for an overall wage increase of around 15% plus the standardising of wages, the TCFUA organiser reported that, in predominantly male work areas at the main site, the workers were very militant and wanted to go for a wage rise of 30%.

In August 1994, Textile Enterprise offered 9% in resolution of the dispute. This was rejected by a meeting of members at Site 1. It was only in late October 1994, after a threat by workers at Site 1 to walk out, that the company offered 15%. The union organiser said that wage outcome was due to the militancy of workers at site. *It also helped at another textile operation down the road that they had gone on strike for three days asking for 15% and eventually won 12% after the company had offered 9%.*

Before we never really had the solidarity. Even when one of the union people said settle for 13%, we were positive we could go for the 15%. In the past it has been difficult trying to negotiate anything. The women always said no but this time I think it was the \$8 being absorbed that really go them.

TCFUA male shop steward, Site 1

There had been concern over the possibility of 12 hour shifts being introduced. One male shop steward stated that the main issue for the men was the proposal to have 12 hours shifts without the penalties picked up by working an eight hour shift and then four hours overtime. The female shop steward at Site 1 reported that generally the women workers didn't want to have to work 12 hours under any circumstances. The arrangement of eight hours plus four hours overtime allowed those who wanted the additional hours and money to work this when and if they wanted to do so.

One of the male TCFUA shop stewards at Site 1 said *it was the first time that the women had supported the men. Previously they were too scared to go out in support of anything, but the 12 hours really had them worried.* Discussing the claim with different workers from different shifts at different meetings also helped. No agreement was reached on changes to shift arrangements. The union said it was able to stall the Textile Enterprise interest in introducing shift changes by introducing a 'flexible hours clause' which the TCFUA describes as 'a model approach.'

After other sites heard of the planned walk out at Site 1, union officials and shop stewards at Site 2 moved quickly to ensure that the company wide agreement addressed their issues. A mass meeting was held of all workers, *the first at this site in 11 years* according to the TCFUA female shop steward at Site 2, and a translated copy of the draft agreement reached at Site 1 was circulated.

The site specific issues that emerged at site 2 included:

- equal wages with site 1 (who were getting \$20-\$30 more);
- access to crib break to finish shifts half an hour early;
- cleaning of machinery;
- better conditions;
- sick days off without certificate (if workers were sick, even for one day, they were required to bring in a statutory declaration);
- use of three days sick leave for family leave.

The TCFUA shop steward at Site 2 reported that during the negotiation process there were fortnightly consultative committee meetings and three to four meetings with members. Separate members meetings were held for day shift, afternoon night shift and tufting, with a vote taken at the last meeting. The TCFUA shop steward reported that *only 9 people voted against the agreement*

because the spinning section thought that their work was harder and this wasn't recognised in the pay rates.

During the negotiations the TCFUA sought to clarify the existing provisions on workers transferring from different sites. According to the union industrial officer, this was seen as very important by the workers because it involved family issues and issues of transport time and costs. It was also seen as important *to stop supervisors playing favourites.*

Other significant provisions came out of the negotiating and consultation process, including special unpaid leave of up to three months. This came directly from the workers and according to the union reflects their NESB status. Up to the agreement, taking unpaid leave affected continuity of service. The TCFUA reported that it was difficult negotiating with the company, which wanted to limit special leave to emergency situations where a close family member was very ill or had died. According to the human resources manager however, the company supported the provision and broadened it to cover workers who had families interstate as well as overseas; *otherwise it would have been discriminatory.*

In addition, a comprehensive OH&S clause which was the 'intermediate ACTU one', and an EEO and AA clause were also inserted, because according to the union industrial officer, *there was a sense of inequity in respect of skill opportunities for both men and women.*

Consultation with women and non-English speaking background workers

Overall, 33 of the 40 survey respondents (88%) indicated that they had a fair chance to have their say about the enterprise agreement. This was the case for 97% of survey respondents from Site 2.

There was a difference of opinion among TCFUA union officials and shop stewards about whether there needed to be separate or additional consultation mechanisms for women to ensure that they had their say. The female TCFUA shop steward at Site 2 saw a lot of informal consultation, *talking among ourselves and coming back to the committee*, as the way to go. This was especially important because women were often afraid to talk up at large meetings of members. She said it was very useful having a female TCFUA official who assisted in the negotiations and the consultation process and *listened to what we all had to say*. This support meant *we were able to include a lot of the things in the agreement that had been bugging us for a while.*

While anyone could say what they wanted, no one got up. The women got it into their heads that if they opened their mouths they feared losing work and a lot of them did not understand what was going on. However while they were too scared to talk in front of people at the meetings, they discussed it among themselves and then came to me. A rumour went around about longer shifts; the women kicked up a stink and said we have to stick together. In the past we hadn't stuck together. After the agreement, people aren't so scared.

TCFUA stop steward, Site 2

To ensure that all workers could understand the issues in the enterprise bargaining process, the TCFUA negotiated with the company to undertake a language survey of all employees at the start of the bargaining process. The survey identified the language groups requiring written translation of a plain English summary of the agreement after agreement on wages and other matters had been reached at Site 1.

The agreement was translated into Vietnamese, Croatian, Serbian and Macedonian, and together with the English version, was distributed to all employees. The cooperation of the company in the

translation was unexpected. The TCFUA female shop steward at Site 2 said that *people were shocked and really pleased. It was a really positive move by the company.*

During the consultation process, other material was translated but no outside interpreters were brought in. In its meetings with workers, the union relied on bi-lingual members to translate. According to one of the shop stewards, also from an NESB background, most of the NESB workers were happy with this process.

The problem with using interpreters, according to the TCFUA organiser, is that *it is hard to find ones who are union-minded and know about industrial relations issues.* One of the shop stewards at Site 1 reported that in her opinion *we had enough time and with the interpreting at meetings most people had a chance to have their say.* The NESB female shop steward at Site 1 said in her view the best way of consulting would depend on the job people did and the area in which they worked. She said some women who worked in male and female work areas *would be anxious being separated off and out, they'd say why pick me.* She also thought that having separate meetings with workers in their own language as the only form of consultation would also be problematic. *Some of us don't like being put in a group together, just because we speak the same language.*

Implementation

Almost two-thirds of survey respondents (65%) indicated that they knew most of what was in their agreement. Most of the changes in company-wide and site-specific working time arrangements in the agreement have been implemented. However the impact of these changes have been overshadowed by large scale redundancies.

The human resources manager reported that there had been little monitoring of the agreement by the consultative committee who continued to meet on current issues rather than the agreement. *Once they got the wage increase, their interest waned.* One of the shop stewards at Site 1 said there have only been two meetings so far and that *we are not so much worried about the last agreement but what will happen in the next.*

Concern was expressed by the human resources manager that the shift changeover conditions provided in the agreement were not observed. However, the female shop steward at Site 1 reported that in her area shift changeover conditions were observed and that some workers were having to clean up in their own time.

The human resources manager also reported that there had been some problems with monitoring access to single days sick leave without a medical certificate. This has *been abused and we have had to stomp on people.* Family leave also *started off as a rort and we have had to pull it back to the intent of the provision being for pressing necessity.*

A number of other provisions have not been implemented. The human resources manager stated that Textile Enterprise *hasn't had the need to implement the flexible shift working party because of the downturn.* The downturn also impacted on making the RDOs more flexible and so the company *hasn't persisted with this and we have agreed to Mondays and Fridays.*

Self managed teams have not been implemented. The human resources manager reported that *managers would need to be trained first.* He also stated that, although a lot of work was being done looking at systems, procedures, physical hazards and increasing the effectiveness of OH&S committees, *best practice OH&S was also a longer term commitment.*

Textile Enterprise reported that other productivity improvements such as multi-skilling were being slowly implemented although no formal training had been put in place. A reduction of 25% in absenteeism had been set as an objective. Shop stewards reported that absenteeism and morale were down because of recent redundancies.

Training was to begin with a pilot program for traineeships under federal funding from the Department of Employment, Education, Training and Youth Affairs. A workplace English language program had been recently established.

The EEO and AA Committee had not yet been established. The human relations manager reported that he had been contacted by the Affirmative Action Agency as they were concerned about the slow progress at the company.

Impact of changes made under agreement

Most survey respondents (88%) reported that they were satisfied or very satisfied with the outcomes of the agreement. Survey respondents were asked about the impact that changes in their agreement had on their working conditions and family responsibilities and family life. Twenty nine (73%) survey respondents, all from Site 2, indicated that the hours, times or days they worked had changed slightly. This reflected the shortening of shift hours at this site.

Pay

The majority of the 40 survey respondents reported their pay had increased. The agreement provided for wage increases ranging from 15% to 24% for those who had been on a lower rate of pay, to be phased in over the life of the agreement. There were no changes to penalties or working time arrangements which would impact on workers' take home pay.

Hours worked

As noted above, the only change to hours worked had been at Site 2 where, as had been the practice at Site 1, workers would work a half hour shorter shift by using a paid crib break in which to eat lunch rather than a half hour unpaid break. This also allowed workers to maintain their RDOs.

There had been no alteration to the days worked at any of the Textile Enterprise sites. Almost two-thirds of survey respondents reported that their hours had decreased. This appeared to be related to the lack of overtime. According to the human resources manager, *this is a market issue and has not been affected by the agreement.*

Job security and satisfaction

Thirteen of the 40 survey respondents reported that their job was less secure than it had been, with only one stating her job was more secure. Redundancies took place throughout the period of consultation for the case study and were a major concern of all employees and union representatives interviewed.

An increase in job satisfaction was reported by 23 (58%) of the survey respondents. One worker from Site 2 related this directly to the process of consultation for the agreement. *It felt quite good when we were going through the agreement.*

Work intensity

Of the survey respondents, only six reported that their job was more stressful with six reporting that their job had become more difficult. However, the TCFUA officials and shop stewards interviewed believed that work pressure had increased. One shop steward reported that *there are less people doing the same work* while the union said that there were fewer workers responsible for more machines. The human resources manager reported some increases in job output which he said was due to experienced managers using best practice benchmarks.

Access to training

While four (10%) survey respondents reported that they had better access to training, consultation and focus group feedback indicated that there appeared to be little impact on access to training or a career structure. The worker interviewed from Site 2 stated, *There has been no real change. They have moved a few women around and taught a couple more to do some extra things. I think training and learning other jobs is good for women.*

There has been no development of the proposed grading structure. There was concern that with different tasks being required at different sites, women might have to transfer between sites to undertake training to access the career structure. For many women family commitments would mean that they would be unable to access the training.

Family responsibilities

Over a third of Textile Enterprise survey respondents reported that there had been little impact from the enterprise agreement on their family or working life. However another third, all from Site 2, reported that they now had more time for family and friends with almost half of the respondents, again all from Site 2, reporting that it was now easier to balance work and family responsibilities. Clearly for those at Site 2, finishing up half an hour earlier was very positive especially for those on day shift who were able to pick up their school aged children straight after school.

The consultative process was very important. The issues come from the people and getting people to think about what they want especially once the ball has started rolling. You have to be realistic with the give and take.

Shop steward, Site 2

In addition there was support for the continuation of family leave, that is, the agreement provision that allowed three of the eight days sick leave per annum to be used for family leave for reasons of 'pressing necessity.'

Future prospects and issues

Lessons learned

The human resources manager and the TCFUA officials and shop stewards reported that they had learned a lot in the process of negotiating the Textile Enterprise Agreement. The human resources manager stated that next time he would like better communication mechanisms put into place such as small group meetings. He also said he *regrets offering the wage increase up front with an effective date* and said the company *was left nothing to bargain with*. The company had to pay close to \$1m in back pay.

It is not really possible in the textile industry for people to have a job with flexibility which suits them.

Stop steward, Site 1

While the negotiation process was seen as relatively successful, TCFUA officials and shop stewards, together with focus group participants, made several suggestions as to how the enterprise bargaining process could be improved. These included:

- getting sites together by having an overarching consultative committee, *so they can't be played off*;
- a representative for every shift;
- paid meetings;
- resourcing and time for shop stewards to participate in negotiations;
- resourcing and support from the union for meetings;
- looking at ways for women workers to have more say;
- having all notices translated;
- interpreters present at most meetings;
- notices written in a user friendly way;
- more meetings with smaller groups.

Future issues

Textile Enterprise management was also concerned to develop better industrial relations, *to work out what is fair at each site*. In the next agreement, the company would like to:

- put some quantitative productivity measures in place;
- introduce flexibility of six or seven day shift operations;
- increase flexibility in moving between jobs and departments;
- use casuals to supplement shortages of labour at particular times.

The women interviewed and those in the focus group raised a number of issues which they would like to see addressed in the next agreement. These included:

- access to their own sick leave to manage emergencies;
- additional family leave;
- access to career structure especially in operator area;
- additional penalties for shift workers.

There was an awareness that because the workers had made some gains in the current agreement, they might not be so successful next time. One shop steward said *the next agreement will be a doozey, the company will make sure its gets more of its own way*. There was also a perception that the flexibility of working time that many women workers prefer was limited in a manufacturing environment.

Summary

The enterprise bargaining process as experienced by the women workers at Textile Enterprise was extremely successful. The canvassing and inclusion of the views of workers, including women and NESB workers, in the negotiation process set this agreement apart from many of the other case studies.

This process ensured that employee-initiated flexibility, such as the shortening of shifts at Site 2, was provided for in the agreement. However, there was a perception that significant changes to working time arrangements, particularly shift arrangements, were stalled rather than removed from the bargaining agenda.

Community services industry case study

The Community Enterprise Agreement was one of the first reached in the industry. It is typical in that it is based on an enterprise-specific award which was negotiated at the same time, and because it contains an emphasis on increased working time flexibility through rostering arrangements. As in the wider community sector, funding arrangements were also an issue in this agreement.

The Workplace Agreements Database recorded 65 federal agreements in the health and community services sector up to May 1995. These included six agreements in community services, of which one provides only for recreation leave. The remaining five are relatively comprehensive agreements which deal extensively with working time arrangements.

The Australian Services Union (ASU), which covers most workers in the community services industry, reports that spread of enterprise bargaining has been slow. The union suggests that this main reason for this has been that federal government funding, which is the basis for many community services operations, has not generally provided for wage increases. The impetus to enterprise bargaining has come from the union especially in relation to securing coverage and minimum conditions of work for those working in award-free areas. According to the union, it has also come from employers who are seeking more flexible hours of work, which include working five out of any seven days with an increased spread of hours from 6am to 10pm.

Community Enterprise

Community Enterprise is a large state-wide organisation providing a range of services to clients with disabilities and their families. Community Enterprise has been undergoing considerable change since a restructuring process began in 1992. It has become independent from the parent body and has expanded to include the provision of other services.

Community Enterprise receives income from a number of sources including fundraising and a variety of government funding. State funding for individual care services and federal funding for accommodation services is received. The ASU has coverage of all workers at Community Enterprise, with the exception of senior management.

Case study employment profile

There are four main categories of employees at Community Enterprise:

- community service workers, including accommodation workers who work in group homes and/or in respite accommodation, and individual support workers who work one-on-one with individual clients in their own homes;
- team leaders, who run supported-accommodation services for clients;
- coordinators, who coordinate the accommodation-service work; and
- clerical and administrative workers.

Table 3.12 shows that 88% of the staff covered by the agreement were women, with 10% of employees working full-time, 28% part-time and 62% working on a casual basis. Employment

numbers have increased from 286 since the agreement was put into place and the average number of hours worked per employee has also increased slightly.

Four focus groups were held at Community Enterprise and 26 people responded to the survey.

Table 3.12: Community Enterprise employment, October 1995

Classification	Full-time		Part-time		Casual		Total
	Female	Male	Female	Male	Female	Male	
Community services workers (Group accom.)			71	12	65	7	155
Respite workers					93	5	98
Individual support workers			1	2	23	5	31
Clerical workers	6	2					8
Team leaders	14	3	5				22
Coordinators	4	2					6
TOTAL	24	7	77	14	181	7	320

Source: Community Enterprise

Background to Enterprise Agreement

Community services workers had been covered by a state-based enterprise award, the team leaders by a state-registered agreement and the clerical workers by a state clerical award. The coordinators did not have any award coverage at all. Individual support workers who had transferred to Community Enterprise from a similar organisation were covered by an addendum to the state-based enterprise award, which provided them with a similar set of conditions to the community services workers, but no access to penalty rates. The original working time arrangements are set out in table 3.13.

Impetus to enterprise bargaining

Management representatives interviewed indicated that the main impetus to the agreement, and the new award it reflected, came from:

- the increased pressure to remain competitive in order to attract government funding. This meant, according to the CEO, that *overheads needed to be minimised, training increased, professionalism and commitment to the organisation encouraged and permanency offered*;
- the desire to create a relevant enterprise-specific award as the basis of the enterprise agreement as other industry awards were viewed as *too rigid and not relevant or appropriate for the needs of the organisation*;
- the need to protect the occupational health and safety of Community Enterprise employees working more than 38 hours per week;
- the need to even out the workload and responsibilities of team leaders. The numbers of clients varied enormously.

Table 3.13: Changes to working time arrangements at Community Enterprise

Working time provisions	Prior conditions	1995 Award and Agreement
Span of ordinary hours	Coordinators: Not defined. Included afternoon and evening shifts over 6 days Other workers: M to F: 8am to 6pm	All workers: M to F: 7.30am to 6.30pm
Hours of work	Coordinators and clerical workers: Type: full-time, Hours per week: 71 per fortnight over 6 days per week Team leaders Type: Full-time Hours per week: 38 hours Community services workers: Type: Casual Minimum engagement: 3 hours, Max. hours shift: 12 hours Max. hours per week: 70 hours Individual support workers: Type: Casual Minimum engagement: 1 hour, Max hours per day: as required Max hours per week: as required	Coordinators and clerical workers: Type: full-time Hours per week: 76 per fortnight over Mon. to Fri. Team leaders Type: full-time Hours per week: 38 hours Community services workers: Type: Casual Minimum engagement: 1 hour, Max hours per day: as required Minimum engagement: 3 hours, Max. hours per shift: 8 hours Max. hours per fortnight: 76 hours Type: Part-time Guaranteed min. hours, Max. hours per fortnight: 76 hours Additional hours: as required and agreed
Penalties	Coordinators: Did not usually work outside span of hours or on weekends Public holidays: 200% Team leaders: afternoon/evening work: nil weekend work: nil Public holidays: 250% Community services workers: casual loading: 20% afternoon/evening work: 115% weekend work: 150% Public holidays: 200% Individual support workers: casual loading: 20% afternoon/evening work: nil weekend work: nil	Coordinators: Team leaders: includes 7 day on call every 6 weeks Team leaders: annualised salary Public holidays: 200% Community services workers: Afternoon/evening and weekend work: 125%
Annualised salaries		Coordinators: Includes payment of on call allowance of \$660 per annum (7 day on call every 6 weeks) annual leave loading of 17.5% Team leaders: Based on old penalty rates of: afternoon/evening work 115% weekend work: 150%
Move from casual to part-time work		Community services workers: Guaranteed minimum hours: up to 76 per fortnight Additional hours: as required and agreed
Sick Leave	Coordinators and clerical workers: 12 days per annum Team leaders: 12 days per annum	All full-time and part-time workers: 10 days per annum

The incentives for the union to embark on enterprise negotiations, despite the fact according to union officials and delegates, that *we could have done nothing and still got the safety-net increase*, included:

- a need to move into the federal, industrial relations jurisdiction following changes to state legislation;
- to provide a relevant federal award which combined coverage of clerical workers and the previously uncovered coordinators;
- to provide training and a career structure with incremental wage increases for all staff;
- minimising the anomalies in wage rates paid including the lack of penalty rates paid to some classes of workers, such as including team leaders and individual support workers;
- payment for 'sleep overs';
- family or special leave.

Increasing occupational health and safety for all employees through reducing excessive hours and creating more permanency and job security through conversion of casual positions to part-time were common goals for both the union and management.

The enterprise agreement and award

The Community Enterprise Agreement and Community Enterprise Award covered all workers employed by the organisation with the exception of some senior management positions.

In its application for certification of the agreement, the union argued that *because a certified agreement has to be underpinned by an award*, it made sense to create an enterprise award that contained the wage rates. Thus, when increases arising from productivity were negotiated, they could be inserted in the award rather than the agreement. The union told the AIRC that the intention of the agreement was to deal with the productivity measures rather than substantive working conditions and pay rates.

The award dealt with a wide range of issues, with the major changes highlighted in the agreement. These included:

- rationalisation of the management structure with consequent increased responsibility for team leaders;
- introduction of an integrated career structure;
- a consultative process;
- best practice and continuous-improvement measures;
- uniform conditions for the same class of employee;
- flat penalty loadings for community services workers;
- annualised salaries for team leaders;
- greater reliance on permanent staff by offering part-time employment to existing casual employees;
- expansion of ordinary hours.

The agreement was a six-page document based upon the new award providing for:

- a statement of the organisation's objectives and values;
- an enterprise bargaining monitoring committee;
- a number of broad productivity measures;
- a commitment to staff training and development;
- a grievance mechanism.

Certification and duration of agreement and award

The Community Enterprise Agreement was certified under Section 170MC of the IRA and came into force at the end of 1994. An enterprise-specific federal award was registered at the same time under Section 111(1)(b) of the Act. Both the agreement and award had two-year durations.

Changes in working time arrangements

The changes to working time arrangements specified in the new award and agreement are set out in table 3.13. Direct client work continues to be rostered seven days a week depending on client need, and seven days per week and 24 hours a day in group accommodation. Administrative duties continue to be carried out on Monday to Friday between 8am and 6pm.

Other major provisions

A new classification structure for coordinators, team leaders and community service workers was introduced in the new award and referred to in the agreement:

- Coordinator classification structure ranged across five levels from an annualised salary of \$31 692 to \$34 869;
- Team leaders moved to a 3 level classification structure from an annualised salary of \$29 397 at level 1 to \$ 31 827 at level 3;
- Community services workers moved to a five level structure from \$21 167 at level 1 to \$22 327 at level 5;
- Clerical/Administrative staff gained a four level pay structure with 13 steps across the levels ranging from \$20 868 at Level 1 Step 1 to \$35 547 at Level 4 Step 3.

Under this new award, advancement in the classification structure for casual and part-time workers was limited by the hours they worked per week. Where these employees worked less than 15 hours per week they had to complete 36 months of satisfactory service before they could move to the next level or step. Where they worked between 15-25 hours per week they had to complete 24 months of satisfactory service and where they worked 25-38 hours per week they could move to the next level after 12 months of satisfactory service.

There were no specific equity or occupational health and safety clauses in the award or agreement. According to management, this was because Community Enterprise had existing policies and processes for dealing with occupational health and safety, equal employment opportunity, sexual harassment and other issues.

The new award also provided for three days of special leave per year. Both special and sick leave could be accessed an hour at a time.

Wage increases

There was no pay increase set out in the agreement, but the wage rates specified in the new award included the second \$8 safety-net increase. The first safety-net increase had been included in the wage rates prior to the new agreement. For community services workers, a \$2.40 per week clothing allowance was absorbed by the second \$8 safety-net increase.

Coordinators moved onto an annualised pay structure which included the payment of an 'on-call' allowance for the first time of \$660 per annum for seven days on-call every 6 weeks, and the annual leave loading of 17.5%. In addition, coordinators gained the use of a Community Enterprise car for private use for \$30 per fortnight.

Team leaders also moved onto annualised salaries with the salary containing penalty rates for weekend and evening work for the first time. Their annualised salaries were calculated on the 'old' penalty rates of 50% for weekends and 15% for Monday to Friday evening work. Apart from the \$8 safety-net increase, this represented an additional \$4610 to \$4986 per annum.

All workers gained access to incremental wage increases through the new classification structure. For coordinators, community services workers and clerical staff, the pay levels of the classification structure increased by the third, \$8 safety-net increase from December 1995.

Issues arising from case study

The focus of the case study at Community Enterprise was:

- the negotiation and consultation process;
- the implementation of changes to working time arrangements;
- the impact of these changes on pay, working conditions and family responsibilities.

The negotiation and consultation process

The consultation process for the Community Enterprise Award and Agreement was extensive and took place over a number of months. This involved active negotiation with the chief executive officer (CEO) and the (then) union state secretary. An Enterprise Bargaining Committee (EBC) was established, comprising eight union members and three management representatives, all female except for the CEO. The EBC included:

- one full-time clerical worker;
- three casual community services workers;
- one casual individual support worker also representing country areas;
- one team leader;
- one coordinator;
- the CEO;
- the client services manager;
- an administrative assistant.

The union, in its application for certification of the agreement, described the process as *starting with a blank piece of paper* and borrowing clauses from other awards and agreements as there were no other agreements at that time in the community services area. For example, the special leave provision was based on the family leave provision in the Sheraton agreement and the clause limiting incremental advances for part-time and casual workers, according to the current union organiser, was taken from the Social and Community Services Award.

The union gave evidence before the AIRC that it had provided a two-day training course for its members on the Enterprise Bargaining Committee and that Community Enterprise had also provided some training for both employee and management representatives.

It was agreed by the union and management that it was not appropriate to consult with workers at their work sites, which were also clients' homes, and so consultation took place at the head office of Community Enterprise. Consultations were carried out through the EBC and directly with members via written communication and meetings of members when they were rostered off. Newsletters were forwarded with pay slips and union newsletters were sent to members home addresses.

The Committee met a number of times to negotiate the terms of the new enterprise-based award and the agreement. Issues discussed included the long hours worked by some community services workers. Management sought to address this in the bargaining process through a change in work practices and limiting hours. An occupational health and safety risk to employees, and also to clients, was identified where casual workers were rostered for shifts of up to 12 hours and, on occasions, back to back.

There was a move, supported by the union, to achieve permanent part-time status for casual community services workers. Casual community services workers had been originally employed to provide flexibility but many effectively worked on a permanent basis. Providing these workers with an opportunity to move to permanent part-time status was seen as vital for job security. This would also allow for a more equitable rostering of hours, limited to eight per shift and 76 hours per fortnight. This was seen as important by the organisation to make the proposed investment in training worthwhile, and because permanency would increase commitment and keep overheads down while maintaining flexibility through rostering.

Community Enterprise wanted to pay a flat 25% outside core hours, regardless of weekend hours, in recognition that the service operated seven days a week. According to management, the flat penalty rates *...were not intended to save money but to stop rostering by some staff to maximise weekend shift work which attracted most penalties*. In addition, the new rostering arrangements were designed to even out access to weekend work.

The shop steward described the bargaining process with Community Enterprise as basically *a good negotiation with the organisation very approachable and open*, although the issue of penalties for the individual support workers remained to be addressed in the next agreement. The consultation process was seen by the CEO as *positive and representative, although there wasn't perhaps adequate feedback to other employees from all the EBC representatives*. The management *worked well with the union*. Rostering changes were canvassed via *model rosters* prepared for staff who wanted to know the impact the various changes would have on their pay. According to the CEO, Community Enterprise *...didn't do too badly with its agenda*.

Involvement in consultation

A number of consultation meetings were held with different groups of workers. Many group accommodation workers appeared happy with this. However, several of the individual support workers claimed they were not notified or were unable to attend meetings, including two meetings specifically held to address their concerns.

The shop steward stated that consultation with workers was very difficult *because most work in clients' homes and so you can't hold workplace meetings in peoples' homes*. The consultation process with employees took a while to get going because of the lack of interest from many workers.

It only heated up over weekend penalties being reduced. According to the shop steward, while the newsletter from the organisation to employees was sent out to the accommodation houses, those working in individual clients' homes did not receive it. In addition, a lot of feedback from the EBC occurred in unpaid time and some of the employee representatives were not very confident providing feedback to fellow workers.

Two meetings immediately prior to the ballot were *very fiery* because of concern over loss of weekend penalties. The ballot was very close because of protest votes by individual support workers. According to the shop steward, while the organisation *...made the pay person available to talk about impact of rostering on the loss of 12 hours and loss of weekend penalties*, many workers did not take this offer up.

While there is a good deal of resentment and small issues still need to be addressed, I enjoyed the enterprise bargaining process very much.

Member of the EBC

A ballot of members was conducted. Nearly 85% of the union members voted and 64% of these were in favour of the agreement. The issue of limiting hours of work to eight per day and 76 per fortnight, the reduction of weekend penalties and loss of weekend shifts via rostering were the main issues of concern according to focus group participants. One focus group participant said that *occupational health and safety is just a good excuse for management to cut our hours*. There was also concern that individual support workers and those who worked in respite care would continue to have no access to penalties.

Most of the survey respondents (16 of the 26, or 62%) indicated that they knew about most of the things in their agreement. Sixteen survey respondents (62%) felt they had been given a fair chance to have their say, although there was some concern about meetings and the lack of clarity of the issues to be voted on in the ballot. However, only one of the five individual support workers responding to the survey indicated that she had been given a fair chance to have her say. Focus group participants also noted the concerns of the many community services workers who had worked mainly weekend shifts or up to 60 or 70 hours a week. They also reported that many individual support workers felt they found out too late about what was being negotiated, and because of this were outvoted. There was also real concern that there was only one meeting held on the schedule to the award that covered individual support workers.

I would like to have more of a say and hear others' ideas and management to stick to what is in the agreement and learn it themselves. The union should take more of a stand for us and tell us our rights. We definitely need a lot more communication and someone to listen to us.

Individual support worker

Other concerns about involvement in the consultation process included:

- lack of awareness of meetings, and the difficulty of attending them either because of work or family commitments;
- only one person on the EBC represented over 200 community services and individual support workers;
- many didn't know how 'to get a 'say' or get issues onto the agenda early enough;
- by the time of the meetings, most of the issues had already been decided.

Those who worked near the head office or were on the EBC were much more satisfied with the consultative process than those who found it difficult to attend meetings.

However, those who felt their interests were not represented were much more critical of the consultation process. One of the focus group participants was concerned that issues for the clerical workers, such as maintaining the sick leave provision of 12 days and introducing RDOs and flexitime, ...*were knocked off early before we had a chance to discuss them.* Other issues employees wanted addressed in the bargaining process such as a minimum two-hour engagement for individual support workers and the maintenance of the clothing allowance were also seen as being rejected before any real discussion with employees took place.

Specific consultation with women and casual workers

Providing particularly for consultation with women was not seen to be a major issue by any of those consulted because *the overwhelming majority of employees at Community Enterprise are women.* The major issue raised by the focus group participants was ensuring all workers, no matter the hours they worked or the type of work they did, had access to the consultation process. The fact most worked in clients' homes was seen to be a big barrier to adequate consultation. Another major gap was identified in differences in knowledge about the process between those on the EBC or present in the head office on a regular basis, and those who worked away from the head office.

Implementation

Most of the provisions of the agreement and award were implemented. The agreement established an Enterprise Agreement Monitoring Committee (EAMC). Members of this Committee continued on from the Enterprise Bargaining Committee. The EAMC also had responsibility for establishing continuous improvement and best practice measures. Any resulting savings or benefits would be distributed between the organisation and employees in a manner agreed through negotiations.

The CEO described the implementation process as going relatively well and said that better rostering had led to increased efficiencies and a more stable committed staff. He remarked that people were much more accountable because of the agreement, *there is a more professional approach, and with this increase in confidence the quality of the service has improved.* The CEO had been to visit most of the accommodation houses and generally had found workers saying that they were better off, that they liked the regularity of hours. He believed that employees were responding to changes such as reduced hours and lower, weekend penalty rates.

The shop steward and the union organiser reported that the implementation process was straightforward. There was some initial concern over loss of casual loading, which decreased as those who converted to part-time positions began to have access to sick leave, special leave and annual leave. The EAMC has been meeting on a regular basis, although its monitoring role is unclear. So far no major implementation issues have been addressed. The main task has been to clarify issues such as the need to balance split shifts.

The shop steward indicated that, in her view there was too much training currently being undertaken, placing stress on those who had to juggle not only work and family but study requirements. Several focus group participants also reported some concern over the amount of training they were currently undertaking.

Another concern which arose in the implementation process was how the hours that part-time community services workers worked over their allocated hours were to be treated for the purposes of annual leave and sick leave. The next agreement will need to address whether such hours will be

paid for at a casual rate, or if a system is needed that preserves the pro rata entitlements that attach to these extra part-time hours.

Other issues included the lack of choice that community services workers had to remain casual if they worked in group accommodation. One complained that *there is no choice; if you stay casual you lose hours*. On the other hand, some individual support workers were concerned that they were unable to secure part-time status and had to remain casual.

I feel the enterprise agreement favours me. I am very happy with the outcomes. Our level of pay however, should have increased. Even though we have a car now, the monetary value of the level of responsibility and stress is not adequately compensated.

Coordinator

There was also some concern that while clerical workers had continued working their regular hours, albeit an additional 2.5 hours per week, they might be asked in the future to work the new spread of hours between 6.30am to 8.00pm. Several team leaders were concerned that the attempt to equalise their work loads had occurred on the basis of client numbers rather than the number of houses they were responsible for. One team leader commented on her survey that *...looking after the same number of clients in two rather than one house is more work*.

Most changes were expected. Several focus group participants indicated that there was *more trust* with the current management and that previously it had *been them and us*. The new management was seen to have contributed by some to the generally positive outcome of the enterprise agreement.

Impact of changes made under new award and agreement

In its application for certification of the agreement, the union representative stated that:

...taken as a whole there is no reduction of conditions of employment, but ...we want to explain how we achieved that, because for some people there are changes to conditions of employment, which just seen by themselves could be seen as a reduction.

Well over one-third (42%) of survey respondents indicated that the hours, times or days they work had changed significantly under the agreement. Another third (35%) indicated slight changes. Much of this related to rostering changes and the limit on the number of hours staff were to be officially rostered per day and per week.

Pay

All employees received the second \$8 safety-net increase. This was included in the new pay classification scale and all except team leaders received the third \$8 increase from December. As noted above, coordinators received an increase via the inclusion of a \$660 on-call allowance in their salary. Team leaders gained an effective increase of almost \$5000 via the inclusion of penalty rates for weekend and afternoon shift work for the first time.

Almost a third of survey respondents (31%) reported receiving a pay increase, although over a third (35%) reported their pay had decreased. Many of those who moved from casual to part-time work, whose hours were reduced and who worked primarily on weekends, experienced a net decrease in their salary. For those who fell into more than one of these groups, the wage decrease was more significant. However those who had worked over a spread of days felt that having a flat 25% penalty rate for weekend and shift work had 'evened things out', and that there was little impact on their pay.

The loss of penalties through moving from casual to part-time was seen as a less significant issue than the reduction in weekend penalties and the loss of hours. One team leader suggested that as more people experienced having paid annual leave and sick leave as well as access to special leave, the benefits of part-time over casual work were becoming clearer.

Several community services workers working in respite accommodation were concerned that if their shift was cancelled they were paid only three hours rather than for the whole shift as they had prior to the new agreement and award.

I know someone who was a (community services worker) and has been made an (individual support worker). She's lost penalties of \$60 per fortnight.

Focus group participant

The difference in the pay rates for those community service workers who received penalties and those who did not was particularly marked for those who sometimes worked in both group accommodation and in individual support work.

Hours worked

Nine of the 26 survey respondents reported that their hours had increased while three reported decreases. Team leaders and individual support workers worked similar hours to those applying before the agreement. Permanent part-time workers worked to a set roster and clerical workers and coordinators now worked 76 hours instead of 71 per fortnight. The main change noted by participants was the limitation of hours to 76 per fortnight.

Several coordinators and team leaders commented that the limit on hours made it easier to ensure that workers got proper breaks and were not 'burned out' by working long hours.

With twelve hours being reduced to eight hour shifts, I lost 16 hours work which is very hard for me to make up. I try to make up these hours by doing two hour shifts here and there. I don't have the time off for family and friends as I used to.

Community services worker

Days worked

The rostering arrangements introduced with the agreement and award ensured that most employees' working hours were spread more evenly over the week. One team leader commented that it was becoming difficult to get people to fill in for work on weekends as the penalties were not high enough *to make it worthwhile*.

The limit on hours to eight per day had meant that some community services workers sought to work over more days than they had previously and increase the number of shifts *to keep our pay up*.

Previously coordinators had worked on both weekend and afternoon shifts but this changed to a 9am to 5pm day worked over five rather than six days and being on-call as required. Coordinators also filled in from time to time for staff who were sick.

Overtime

While the new award provided for overtime, all those consulted reported that in practice it was not in fact available and that time off in lieu of overtime was encouraged as an alternative. Team leaders

expressed concern that they often were not able to use their time off in lieu as it had to be taken within a fortnight. This was difficult when they had to cover shifts for absent staff.

On the whole we are better off (with the agreement) but working much harder.

Community services worker

Work intensity

Just over a quarter of survey respondents (27%) reported their jobs were more stressful. Most focus group participants reported an increase in work intensity although many in the focus groups noted that this was due more to the organisational restructure rather than to the agreement or award. However, an increase in numbers of clients was also seen to have contributed to an increase in the pace of work. Several community service workers reported that there were more expectations of them now that they were permanent part-time rather than casual.

The CEO said that team leaders took on more responsibilities in terms of houses and clients managed and that both team leaders and coordinators were more involved in policy development. One focus group participant remarked that since the team leaders got an extra \$5000, there was *increased pressure on for budget cuts across the service.*

Job security and satisfaction

Job security was seen to have increased by over a third of survey respondents (35%). Most community services workers who had moved to part-time status reported that their job security had increased. One casual worker said she was *...concerned that this meant that part-time workers got any extra hours and so that casuals had become even more casual.*

In terms of job satisfaction, most focus group participants felt that overall it had not changed, while survey responses indicated that just under a third (31%) were more satisfied with their jobs.

Access to training and a career path

Half of the survey respondents said that they now had better access to training. The rapid pace of training was seen as an issue by some focus group participants, while concern was expressed by some casual workers that they did not have the same access to training as permanent workers. The CEO reported that because of the delay in enterprise bargaining negotiations, the organisation had a bigger budget to use for training and that there was a concentrated effort to ensure that community services workers were 'trained up.' An in-house, TAFE Community Services Certificate course was being conducted.

Weekend penalties are too low. Weekend work has a toll on the family. At least higher penalty rates can help compensate.

Focus group participant

The union was concerned that community services workers may have some difficulty moving through the increments in the classification and pay structure as access to the levels had been 'tightened up'. There was also concern that the clerical workers' classification levels were difficult to progress through as there had to be vacancies before there could be any movement.

Occupational health and safety

Most focus group participants reported that generally occupational health and safety at Community Enterprise had increased. There were two OH&S committees and representatives and new policies

with *heaps of training*. The CEO said that, as a result, the organisation had achieved a rebate from its workers' compensation insurer.

Family responsibilities

There was little focus group feedback in regard to the special or family leave that had become available. The CEO suggested that because of the new minimum hours and the rostering system, employees were able to plan better and have additional flexibility. Team leaders had a budget and had to organise the rosters. *Flexibility will improve as rostering gets better; some are some better at this than others.*

While just under a third of survey respondents reported that the change to working hours had no impact on their family responsibilities or social life, 31% reported that they now had less time for their family and friends, and almost half (46%) reported that their time for their family and friends depended on their roster.

Several community services workers reported picking up extra shifts to earn the money they had earned prior to the agreement and that this impacted on their family responsibilities. In particular, the frequency of being away from home both in terms of travel costs and time emerged as an issue for those who now sought to increase their hours. This was also a concern for those who worked a number of split shifts and had to juggle childcare and transport arrangements.

I have always worked weekends because of family commitments. Due to the decreases in weekend penalties I have had to work more shifts to make up my wages.

Focus group participant

Future prospects and issues

Lessons learned

The CEO believed that, in enterprise bargaining, management needed to *...be clear about what you want*, as did the employees and the union. He said that communication was very important and that next time, *we will need more formal procedures for following up agreements and decisions*. He also indicated that he would ensure staff were asked for input on how best to achieve increased efficiencies.

The shop steward describes herself as a staunch supporter of enterprise bargaining and says that through the process of consultation and negotiation as well as implementation she had learned a lot. She says, *next time we will be ready!* Two important steps to a more successful outcome of the agreement will be through an election process for EBC members, with adequate representation of community services workers and individual support workers, and a better communication strategy.

Future issues

The CEO said that, in the next bargaining round, dealing with quality issues and measuring for productivity would be harder. However, Community Enterprise now had *a good base to build on*. One of the quality measures the organisation would look at was the level of community involvement by clients, such as shopping or contact with local clubs. The EAMC would also need to look at why staff leave the organisation.

Community Enterprise was considered an efficient organisation as it had contained overheads to 12% compared to some other organisations in the same industry that had overheads as high as 40%.

The organisation aimed ultimately to have a flatter hierarchy which it hoped to achieve through added resources and training and more workers doing 'hands on' work.

There would be difficulties in addressing the issue of penalties for individual support workers, as the funding for this work came from a different body. In addition, providing more regular work for these workers is difficult as it is dependent on the demands of clients, some of whom require only an hour at a time. The advocacy groups for people with disabilities have a very strong consumer voice. One challenge for the organisation, according to CEO, will be to *...educate consumers to have respect for the rights of staff.*

Since undertaking the enterprise bargaining process for the agreement and award, the ASU has prepared a model draft agreement, which will help the next enterprise bargaining round and will ensure that the key structures are in place. The union organiser and shop steward see the major problem in the next enterprise bargaining negotiations as the fact that the organisation is already very efficient and lean *it is hard to see where the next efficiencies can come from.*

The issues which focus group participants indicated should be on the enterprise bargaining agenda next time included:

- the need to maintain relativities with other agencies;
- penalties for individual support workers and those working in respite;
- the need to increase weekend penalties as there was less attraction for people to work weekends;
- need to even out workload of individual support workers while matching hours with client need;
- better rostering.

Several casuals expressed concern about the loss of 12 hour shifts. This was a difficult issue for the union. While there were clear occupational health and safety concerns which needed to be addressed, it was recognised that the main complaint was about the consequent reduction in income. Many community services workers who worked 12 hour shifts have been working longer than five years for Community Enterprise. They were therefore dependent on these hours and the wages they brought. A number of focus group participants had sought to keep their hours up by working additional shifts, including split shifts when they were available.

The timing and extent of the consultation process and the means of addressing a number of issues left out of the last enterprise bargaining round were concerns of the union organiser, shop steward and focus group participants. Suggestions for the next consultation process included:

- an enterprise bargaining awareness workshop for all staff;
- clear statement at beginning of what is on union and employer agendas and chance to discuss this or add to it;
- equal representation on the EBC for all 'types' of workers;
- an election process for the EBC: *It needs new people on it.;*
- paid time-off to consult and negotiate the next agreement;
- paid meetings for all workers;
- newsletters sent to workers' houses;
- more meetings and more time spent on the process;
- meetings on different days and at different times to accommodate working time variations and workers' family responsibilities;
- minutes of EBC sent out;
- a separate vote for different types of workers and occupational groups.

Several focus group participants emphasised the need for better communication with one saying, *good communication equals participation equals better outcomes.*

Summary

Despite significant changes in working arrangements being ‘traded off’ for access to the safety-net increases, the overwhelming impression was that for most of the women consulted, the enterprise bargaining process was a positive experience. It was seen as a way of dealing with organisational issues and anomalies, such as team leaders not receiving weekend or other shift penalties, and of putting a career structure in place that would work at Community Enterprise. However, other anomalies were ignored or created, including the issue of parity for the individual support workers. In some aspects the award and agreement served to make the additional hours that many employees regularly worked less visible by not recognising them in scheduled hours.

The consultation process was one of the most comprehensive undertaken by the case-study organisations and took place despite the fact that neither the union nor the management had any other models or previous enterprise bargaining experience to follow. The AIRC Deputy President hearing the certification application remarked: *I must say that it is a very comprehensive process which was undertaken by the union and its members.* The Deputy President goes on to say that: *...no one can say that they were not consulted or informed.*

However, the level of consultation and the timing of the provision of information during the negotiations was seen to be an issue, even by those who supported the process. How the consultation process was perceived depended on the physical access people had to head office and the meetings held there, whether people were part of the EBC or not, whether they were part-time or casual and whether they were coordinators, team leaders or community service workers.

Funding issues, particularly the differential basis for funding allocation from agencies distributing federal funds, are on-going. Funding arrangements that preclude wage increases or maintain pay inequity between workers because they are sourced from different agencies have a direct impact on the bargaining content and process.

Chapter 4: Case study findings and implications

There are a number of limits to the usefulness of case studies. Case studies typically describe a particular workplace at a particular point of time. The six case studies set out in this report also probably present the more positive examples of the enterprise bargaining process. This is because union and management agreement to the case study process is only likely where there is relatively cooperative relationship between the industrial parties. Thus it is not possible to use case studies to ‘support generalisations about the total population of workplaces’ (Rimmer & Watts 1995:16).

However, by using a number of case studies from a range of industries, it is possible to build up a picture of what happens in workplaces under enterprise bargaining in terms of both the process and outcomes. This adds to the information and insights gathered from documenting on-paper changes or undertaking a textual analysis of changes against relevant parent awards (Hall & Fruin 1994; DIR forthcoming; EPU forthcoming).

The six case studies indicate that the way in which an agreement is negotiated and implemented depends to a large extent on industry-specific factors. The workplace environment and culture is also an important influence on the process and outcomes. While it is difficult to use these case studies to draw definitive conclusions about changes to working time arrangements introduced under enterprise

bargaining, the agreements documented are generally typical of others in their industries. They raise broader questions about consultation and implementation processes and the impact on women workers of changes to their working time arrangements.

Flexibility is a great word for the company. I'm waiting for them to find another day in the week so they can get us to work it.

Retail Enterprise focus group participant

On-paper changes to working time arrangements

Significant on-paper changes to working time arrangements were negotiated through the enterprise agreements studied in the six case studies. The range and extent of these changes are set out in table 4.1.

Whenever you get a pay rise, you have to be fearful you'll lose something. We gain a little and lose a lot.

Food Processing Enterprise focus group participant

The on-paper changes in working time arrangements have, by and large, come out of a management-defined flexibility seeking to push out the limits of the working week to include weekends at lower or no penalties. Rostering arrangements allowing work to be flexed up or down also significantly blur the boundary between permanent and casual work. Where the push towards this management-defined flexibility was stalled or moderated, (through commitments to discuss flexibility at Textile Enterprise, requirements for written mutual agreement at Credit Enterprise or through saving provisions for existing employees at Retail Enterprise), the industrial parties and the women workers involved were well aware that this might be only a temporary reprieve.

Increased flexibility in working time has been one of the main 'trade-offs' sought by employers in return for wage increases. The case studies highlight that the quantum of increased hours flexibility bears little relationship to the increase in wages. For example, workers at Community Enterprise gained only safety-net increases for agreeing to considerable working time changes, while workers at Textile Enterprise gained a minimum pay increase of 15% over two years for a commitment to discuss flexibility.

The case studies record some gains for employee-defined flexibility. The workers at one of the Textile Enterprise sites were able to achieve shorter shifts, and the potential to change start and finish times to suit employee needs was present in both the Food Processing Enterprise and Credit Enterprise agreements. In other cases, unions supported changes to working time arrangements proposed by employers for occupational health and safety reasons (Community Enterprise), or because they were a better option than redundancy (Retail Enterprise).

Changes to working time arrangements are not a unique feature of enterprise bargaining. Changes such as increases in the spread of ordinary time hours and days are an extension of changes in working time introduced in second-tier negotiations and award modifications made under the structural efficiency principle. Changes to working time arrangements have also been made outside the bargaining process through industry-wide agreements, informal workplace agreements, conditions of service agreements and changes in personnel practice. In two of the case study organisations changes to the awards underpinning the agreements were being renegotiated together with agreements, which could consequently result in a reduction of safety-net award conditions.

At the six enterprises studied enterprise bargaining was more than a single agreement exercise. It was generally viewed by the employers, unions and employees as a continuous process. This

understanding contributed to the approach of negotiating and introducing incremental changes to working time arrangements in some agreements.

Extensive on-paper changes to working time arrangements were introduced in the service- industry case studies. Some of these working time provisions were more prescriptive than others. Where provisions were worded more generally, such as the rostering provisions in the Food Processing Enterprise Agreement, there was significant potential to moderate the effect of the on-paper changes by the method of implementation. To understand the extent of the changes to working time arrangements and the impact they had on the women workers consulted, the mediation of these changes through the implementation process is described below.

Table 4.1: ‘On-paper’ changes in working time arrangements

Changes	Direction of Change	Enterprise
span of hours	increase	Credit Enterprise, Retail Enterprise, Supermarket Enterprise, Community Enterprise
span of days as ordinary time	increase	Retail Enterprise, Credit Enterprise in EA 2, Food Processing Enterprise in EA 3
change in configuration of hours/days		Food Processing Enterprise, Retail Enterprise, Supermarket Enterprise, Community Enterprise
introduction/changes to cycles	over 2 weeks over 4 weeks	Retail Enterprise Community Enterprise
maximum hours per day	Increase decrease	Credit Enterprise, Food Processing Enterprise, Retail Enterprise Community Enterprise
start/finish times	flexibility by mutual agreement finish half an hour earlier	Credit Enterprise, Food Processing Enterprise Textile Enterprise
shifts	9.5 hour/4 days a week option of four-day week	Food Processing Enterprise Supermarket Enterprise
introduction of annualised salaries		Community Enterprise
ratio of part-time to full-time workers	increased	Credit Enterprise
minimum hours for part-timers	decrease	Retail Enterprise, Supermarket Enterprise
maximum hours for part-timers	Increase decrease	Retail Enterprise, Supermarket Enterprise Community Enterprise
additional hours on top of scheduled part-time hours		Credit Enterprise, Retail Enterprise, Community Enterprise
commitment to conversion of casual to part-time		Retail Enterprise, Community Enterprise
employment of casuals	increasing period of employment at part-time rates (Sunday casuals) decreasing limits	Textile Enterprise Community Enterprise Retail Enterprise Credit Enterprise
employment of temporary workers		Supermarket Enterprise
rostering changes	3 out of every 4 Sundays written mutual agreement mutual agreement One week’s notice (two if no agreement)	Retail Enterprise Credit Enterprise Food Processing Enterprise, Retail Enterprise Food Processing Enterprise, Retail Enterprise Retail Enterprise
shift hours	compressed hours shorter	Food Processing Enterprise, Supermarket Enterprise Textile Enterprise, Community Enterprise

penalty rates	Increase decrease	Community Enterprise (weekdays) Food Processing Enterprise in EA 3, Retail Enterprise (casual loading and Sat. rate for casuals) Supermarket Enterprise (outside span of hours), Community Enterprise (weekends, pub. hols.)
time in lieu	at overtime rates by mutual agreement	Credit Enterprise, Retail Enterprise, Community Enterprise
meal breaks	substituted by paid crib break staggering of flexibility in time taken	Textile Enterprise Food Processing Enterprise Credit Enterprise
tea breaks	increase	Retail Enterprise
RDOs/non-work days	Flexibility grievance procedure	Food Processing Enterprise, Textile Enterprise, Supermarket Enterprise Supermarket Enterprise

Implementation of working time provisions

The implementation of working time provisions varied between agreements and enterprises. Hours issues in an enterprise agreement may be implemented to a greater extent, as at Community Enterprise, or to a lesser extent as at Credit Enterprise. They may be not implemented at all, such as the flexible rostering of RDOs in the Textile Enterprise Agreement. Savings provisions such as those in the Retail Enterprise Award provide a cushion against full implementation for current employees, as do provisions requiring ‘written mutual agreement’ in the Credit Enterprise Agreement. However, the requirement for ‘mutual agreement’ has not provided the same protection for women workers at Food Processing Enterprise.

Savings provisions protect existing employees from the full impact of changes to working time arrangements. They serve, however, to disadvantage or exclude new or potential workers if they are not available to work at the times, days or rosters required by a particular company. This will impact disproportionately on women workers and other workers with family responsibilities seeking access to this employment.

The non- or partial implementation of agreement provisions, apart from those protected by savings provisions and requirements for mutual agreement, highlights that many of the changes in working time arrangements sought by employers are speculative. They may also be established for anticipated future requirements, as management representatives at Credit Enterprise and Food Processing Enterprise stated. This makes it extremely difficult for workers and their unions to weigh up the cumulative impact of changes. It indicates the need for enterprise bargaining to be focused on employee preferences and the actual operational requirements of a particular enterprise.

‘Silences’ on hours issues in many of the agreements became apparent during the implementation process. For example, access to the rotational team at Credit Enterprise was limited to full-time staff. Unanticipated issues also emerged, such as the loading for hours worked by part-time workers over their scheduled hours at Community Enterprise. This points to the need for agreed implementation strategies, particularly where agreement provisions hold the potential for employee-orientated working time flexibility.

A range of agreement provisions – both hours and non-hours provisions – were shown to have an impact on the working time arrangements of women workers. For example, focus group participants at Credit Enterprise discovered that their access to RDOs was restricted by factors such as the way working hours had been scheduled over a cycle and whether or not they had taken sick leave during that cycle.

The introduction of self-managed teams at Food Processing Enterprise affected working time arrangements because teams then set their own starting and finishing times. At Credit Enterprise, team leaders determined starting and finishing times. Indeed, the ‘tyranny of the team’ over working time arrangements may start to emerge as a major issue with the move towards team structures in the manufacturing and services sectors. This is raised by a recent case study which documented effective access to training (Smith & Ewer forthcoming).

Significantly, there was a reintroduction of managerial discretion in the way individual workers’ hours were organised in the case study agreements. That is, industry award interpretation and practice in the way in which rosters have been implemented, additional hours allocated and access to flexible start and finish times decided, is increasingly giving way to discretion exercised by individual middle managers and supervisors. This increase in management discretion may not operate in favour of women and their requirements for flexibility.

Some agreements provide for employees to be consulted, or for mutual agreement to be reached about changes to hours. In the case studies this was implemented in various ways by managers. At Food Processing Enterprise for example, there was a single vote on moving to a 9.5 hour, four-day week. All employees were bound by this decision whether they were present or not. While the agreement required work on night shift to be agreed by employees, the conditions of employment signed by all new employees required them to be available to work night shift when needed. In contrast, at Credit Enterprise, the requirement for written mutual agreement to roster changes was seen by women workers as offering very real protection of their interests.

You sometimes get lots of hours and sometimes these can drop; the allocation of additional hours depends on who you know.

Retail Enterprise focus group participant

One of the main findings to come out of the case studies is the emergence of a new class of flexible part-time worker. Two of the case study sites, Community Enterprise and Retail Enterprise, have committed to the conversion of casual work to permanent part-time work. However, concurrent changes to rostering arrangements and decreased minimum part-time hours have ensured a casual flexibility paid for at ordinary time. Three of the case study agreements provide for the flexing up of hours over the minimum scheduled at ordinary time or very nearly ordinary-time rates. This has the potential to further erode the predictability and permanency of part-time work. The insecurity of part-time employment is further highlighted at Retail Enterprise where minimum part-time hours were reduced to 10 hours per week and can be reduced by 20% every year.

I would’ve preferred to remain casual with (weekend) penalties being so low, but I was told that my shifts in the house where I worked could not be guaranteed.

Community Enterprise worker

Another trend identified in the case studies was the further marginalisation of casual workers: those who remained casual became more casualised. For example, casuals lost hours at Community Enterprise, and at Food Processing Enterprise the casual workforce was being separated into the ‘regular casuals’ who were able to work in teams and those who were not. Some casual workers were unable to convert to part-time status even if they wanted to, such as the individual services workers at Community Enterprises. The loading for casual work decreased under the Retail Enterprise Award and casuals were less likely to receive training at Credit Enterprise and Community Enterprise.

Impact of changes to working time arrangements on women

The effect on women of changes to their working time arrangements depends on whether these arrangements are initiated by the employer, the employee or by mutual agreement (DIRETFE 1993: 21). The way the women workers consulted in the case studies perceived the impact of working time changes depended not only on the type of changes made, but also on a variety of other factors including the consultation and implementation processes and external factors such as business downturn.

Less than a quarter of the women surveyed across the six enterprises reported that there had been significant change to the hours, days and times they worked as indicated in table 4.2 below. Most of those who reported significant change came from Community Enterprise and Food Processing Enterprise. When the data are weighted for the average number of respondents in each of the case study enterprises, less than a fifth reported significant change.

Table 4.2: Extent of change to hours, times and days

Extent of change	Weighted data (n=173)		Unweighted data (n=173)	
	Respondents Nos	Respondents %	Respondents Nos	Respondents %
Significant change	29	17	38	22
Slight change	54	31	67	39
Remained the same	84	48	59	34
Not established	6	4	9	5

Table 4.3: Extent of change in terms of overall satisfaction

Overall satisfaction	Extent of change of hours, times and days (Weighted data: n = 173)		
	Significant change (%)	Slight change (%)	Remained the same (%)
Very satisfied		28	7
Satisfied	24	33	52
Uncertain	27	41	32
Dissatisfied	38	13	6
Very Dissatisfied	10	2	1

Table 4.3 shows that, of the weighted-survey respondents whose hours, days and times had changed significantly, less than a quarter reported they were satisfied with outcomes of their enterprise agreement. Almost half (48%) indicated they were dissatisfied or very dissatisfied. However, of those whose hours, days and times had changed only slightly, more than thirds of the weighted survey respondents said they were satisfied or very satisfied with their agreement.

Working time changes were not reported by many respondents as having impacted greatly on their working conditions or on their work and family life. This is unsurprising given that less than a quarter of survey respondents recorded significant changes to their working time arrangements.

Survey data set out in appendix 3 show that full-time workers were more likely to be satisfied or very satisfied with the outcomes of their enterprise agreements (65%) than part-time workers (46%), while casual workers were the least likely to be satisfied (26%).

The main issues of concern raised in focus groups included:

- take-home pay
- decrease in hours worked
- work intensity
- work and family responsibilities

Take-home pay

While pay rises were associated with trade-offs in working time arrangements in a number of the case studies, the quantum of the wage increases did not reflect the extent of the changes. Wage increases secured through enterprise bargaining ranged from a safety-net increase of \$8 over two years at Community Enterprise to 15% over two years at Textile Enterprise. While 40% of the weighted-survey respondents reported that their pay had increased as a result of changes to working time arrangements secured through their enterprise agreement, 17% indicated that their wages had decreased.

An 'effective' pay increase is influenced by a range of other factors. For example, an increase of up to 24% was paid to some workers at Textile Enterprise through standardising pay rates across all sites. Providing access to penalties for team leaders at Community Enterprise provided an increase of \$5000 per annum. Likewise, cutting the hours of some casuals and converting casual to full-time positions at Community Enterprise all impacted on the actual take-home pay of those covered by the enterprise agreement. The widened span of hours reduced the penalties and the take-home pay for workers whose working hours previously fell outside ordinary hours.

The loss of overtime at Textile Enterprise and Food Processing Enterprise through market downturn, and through rostering at Retail Enterprise, also had an impact on take-home pay. Overall, the primary reason for decreases experienced in take-home pay appeared to be due to loss of hours and overtime.

Decrease in hours worked

While concern was expressed about how hours were rostered or might be rostered in the future, the biggest issue for focus group participants was a decrease in the number of hours worked. Almost a third of survey respondents (29%) indicated that their hours had decreased (appendix 3). For those casuals who had been working long hours at Community Services Enterprise, this was a matter of concern. The potential decrease of the minimum part-time hours at Retail Enterprise was also cited. However for those at one of the case study sites at Textile Enterprise, cutting half an hour off shift times was seen as a major achievement.

In a recent study undertaken by the FSU, more than three-quarters of part-time workers surveyed at a major bank reported that they did not work enough hours. Almost half stated their regular hours were spread over too many days. There is also evidence, including that from female industries such as insurance, of an increasing trend for full-time staff to be working more hours including unpaid overtime (Boreham & Whitehouse 1993). However, this was not reported as an issue for women workers at any of the case study enterprises.

Work intensity

An increase in work pressure and stress was reported by a number of focus group participants and survey respondents. In many cases this was due to cuts in staffing or rostering changes introduced through, or at the same time as, the agreement. In others, it was due to an increase in the number of responsibilities and type of work performed. For example, at Community Services Enterprise team leaders were given additional supervisory responsibilities in addition to hands-on work. At Credit Enterprise there was concern that multiskilling was leading to increased work intensity.

Many part-time workers also reported increased work intensity. This was not always seen as a direct result of working time changes made in agreements. Increased work intensity can serve to cancel out any gains in working shorter hours (Mouriki 1994: 21).

Balancing work and family

More than one-third (37%) of survey respondents reported that working time arrangements in their enterprise agreements had no impact on their work and family responsibilities. Almost a quarter of respondents, mainly from Textile Enterprise, reported that it was now easier to balance work and family while almost a fifth of respondents (18%), predominantly from Community Enterprise, reported that their time for their family and friends depended on their roster.

Focus group feedback indicated that many women workers experienced difficulty when their hours, especially part-time hours, were spread over a number of days. The travel costs and the travel time, as well as childcare costs, made this form of work uneconomical for many. Casual workers at Food Processing Enterprise reported the same concerns when they were stood down after just four hours. Longer working days were also an issue for many of those consulted. Family responsibilities directly impacted on preferences for working time.

Involvement in consultation

Part-time or casual status, a non-English speaking background, distance from the negotiation process and lateness of consultation acted as effective barriers to consultation with women workers in a number of the case study workplaces, particularly those enterprises which lacked bargaining infrastructure. The lack of adequate consultation for several of the agreements directly impacted on the agreement outcomes. At Food Processing Enterprise the inadequate consultation process left many of the focus group participants confused and unhappy about changes made through the agreement. In contrast, at Textile Enterprise the consultative process allowed the women workers at one of the sites to put shorter shifts on the bargaining agenda.

Feedback from focus group participants indicates that if they feel they have had a fair chance to have their say in the consultation process they will be likely to be more satisfied with the outcome of a particular enterprise agreement, even when there were extensive changes made as set out in table 4.4 below. This finding is also supported by DIR research (DIR 1995b: 107-24).

Table 4.4: Satisfaction with outcomes of enterprise agreement: weighted survey data (n=173)

Level of satisfaction with outcomes of enterprise agreement	Not given a fair chance to have say	Given a fair chance to have say	Unsure if given a fair chance to have say	Total
Very satisfied	1	25	0	12
Satisfied	25	53	32	40
Uncertain/ Undecided	25	16	49	26
Dissatisfied	33	5	14	14
Very dissatisfied	11	1	1	3

Of those who felt that they were not given a fair chance to have their say, only 25% were satisfied with the outcomes of their agreement, 43% were dissatisfied or very dissatisfied and 25% were uncertain or undecided. In contrast, of those who believed they were given a fair chance to have their say in the consultation process, more than three-quarters (75%) were satisfied with the outcomes of their agreement.

This appeared to be the case even when there were extensive changes made, such as at Community Enterprise. For those team leaders and community services workers who had been close to the negotiation process and had participated in the consultation over the agreement there appeared to be an acceptance of the changes to working time, even though they were not viewed as ideal.

However, the feeling of isolation and of being left out reported by several individual services workers contributed to a great deal of frustration over the agreement.

We need more information about what is at stake

Community Enterprise focus group participant

The consultation process documented in the case studies ranged from early involvement and extensive consultation at Textile Enterprise to a single mass-meeting in a car park where workers, many from non-English speaking backgrounds, had to vote on the final draft agreement at Food Processing Enterprise. At Retail Enterprise there was consultation only with delegates.

You need time to go through each and every clause and then have time to go away and think about it and query it.

Food Processing Enterprise focus group participant

While at four of the case study workplaces, consultative committees were put in place to negotiate or consult about a proposed agreement, the extent to which they provided a mechanism for feedback to, and input from, women workers varied enormously. In only one certification hearing, that for the Community Services Enterprise Agreement, did the AIRC refer in any detail to the consultation process generally or particularly with relevant employees. This is despite imprecise information provided on many of the statutory declarations submitted by the relevant unions and management from the other case study enterprises.

Consultation, particularly with casual and part-time women workers, emerged as a problem in the case studies. This ranged from excluding casuals from the consultation process (Credit Enterprise) to holding meetings and votes at particular times, days or places which effectively disenfranchised those not working or present at that location at that time. There was concern that all workers, particularly part-time workers, those on afternoon or evening shifts or those on RDOs, should have effective access to meetings and feedback from consultative committees.

The consultation needs of workers from a non-English speaking background (NESB), especially women workers, were important issues at Textile Enterprise and Food Processing Enterprise. Most focus group participants supported material being translated and interpreters being available to assist NESB workers. Running special meetings for workers from particular language groups was also seen to be useful as long as it was part of a more inclusive process.

All the focus group participants appeared to support majority voting. Some wanted to vote on each element in the agreement and some preferred to be able to vote a number of times in the process.

Consultation preferences

Focus group participants made a number of suggestions for effective and inclusive consultations.

Structure

- consultative committees should be representative of the gender, language background and employment status of the workforce;
- representatives to consultative committees should be elected;
- mechanisms for input to, and feedback from, consultative committees should be established;
- meetings should be held on paid time;
- include both smaller groups and larger meetings;
- have frequent meetings;

- all employees should be consulted including casual, part-time staff, shift workers and those on leave;
- voting should be by ballot rather than a show of hands.

Content of the consultation process

- consult or survey to get input on workplace specific issues;
- organise enterprise bargaining awareness workshops;
- set out the advantages and disadvantages of proposed changes simply in plain English;
- translate material;
- have trained interpreters present.

Timing of the process

- workers should be told early in the process what was on both management and union agendas;
- workers should have a chance to have a say early in process;
- there should be time to consider any draft provisions or draft agreements.

Preferences for working time arrangements

ABS data indicate that 22% of female part-time workers would prefer to work more hours.

The fewer hours they worked, the more likely they were to want more hours. Almost 26% of female part-time workers working less than 10 hours a week wanted to work more hours (ABS 1993). A SDA telephone survey of 1000 members in October 1995 indicated that over a third of part-time workers and more than 40% of casual workers wanted to work more hours.

If you start earlier it is hard to get things organised for the family before you come in to work and if you finish later you don't have time to get home and get the tea on.

Food Processing Enterprise focus group participant

However, it is not just the quantum of hours that concerns many women workers, but the ways in which these hours are organised and remunerated. For example, at Food Processing Enterprise, while there was general support for shorter weeks, the need to work longer hours to get the work completed in fewer days imposed new restrictions on family time on workdays and increased physical tiredness. A similar issue was raised by delegates from Retail Enterprise in regard to the hours worked by many full-timers, involving a 12 hour day every two weeks, which had been introduced under earlier changes.

You get stressed, never knowing where your next shift is coming from.

Community Enterprise focus group participant

Focus group participants indicated that many women workers found it hard when their hours, especially part-time hours, were spread over a number of days. The cost of travel and child care made this form of work uneconomical for many. The open-ended flexibility expected from many casuals at Food Processing Enterprise posed problems when workers were stood down after four hours' work.

If they (Textile Enterprise) talk about longer hours again or working weekends, especially without overtime penalties, the workers won't go for it, there are too many women with kids who work here.

Textile Enterprise worker

At Community Enterprise, community services workers who converted from casual to permanent part-time work benefited from increased regularity of working hours through rostering. While this was seen as a benefit by most workers, especially by those working only their contracted hours, it served to increase the irregularity and unpredictability of hours for those who remained casuals.

You are paying transport costs for a day's work with half a day's pay.

Food Processing Enterprise focus group participant

Focus group participants reported that working time preferences for the majority of women workers were daytime hours between Monday to Friday. Regularity of hours and predictability of rostering were seen as major issues in trying to balance work and family responsibilities. Starting and finishing times compatible with family and other responsibilities were particularly important.

While some focus group participants indicated that they were prepared to work occasionally on weekends or even evenings, they would be able to do so only if they had a choice to do so and were paid penalty rates for these hours. An increasing unwillingness to work night or weekend work, especially without penalty rates, has been documented by the OECD (Bosch 1995: 24). The LHMU reports increased problems with rostering on weekends where annualised hours are in place. At Community Enterprise, problems in filling weekend rosters were reported after the move to a flat afternoon and weekend rate.

The differences in female and male workers' preferences and requirements for working time arrangements was highlighted at Textile Enterprise where 12 hour shifts were rejected by workers in the predominantly male areas of employment because of the lack of additional penalties. For the women workers, this shift structure was not an option because of their family responsibilities and arrangements.

Considerable concern was expressed by many focus groups about increased flexibility or unstable patterns of working hours being required from them in the future. A number said that they would find it very difficult to stay in their jobs. While the introduction of family leave and the use of sick leave to care for dependants was welcomed, the provision of such flexibility for emergency situations was not considered an adequate substitute for regular, predictable hours of work.

Discrimination and equity issues

Discrimination and equity issues were raised in a number of the case studies. This section explains how these issues may constitute discrimination. See chapter 2 for an overview of relevant provisions in industrial and anti-discrimination legislation.

Anti-discrimination laws such as the Sex Discrimination Act prohibit both direct and indirect discrimination. Direct discrimination occurs when a person is treated less favourably than another in the same or similar circumstances because of a particular characteristic they possess. Comparability of treatment is central to the legal formulation of direct discrimination. In order to prove direct sex discrimination, for example, the way a woman has been treated must be compared to the way a man has been treated, or would have been treated, in the same or similar circumstances.

Indirect discrimination occurs where there is a requirement or condition (such as a rule, practice, policy or procedure) that is the same for everyone, but which has a discriminatory effect on a particular group and is unreasonable in the circumstances. Indirect sex discrimination can be difficult to recognise because it is often hidden in unquestioned and seemingly gender-neutral policies and practices.

Part-time and casual workers

Denying training or promotional opportunities to part-time staff or failing to offer them pro rata terms and conditions of employment may be indirect sex discrimination because women comprise the majority of the part-time workforce. Therefore, policies or practices which result in part-timers being disadvantaged in relation to full-timers negatively affect more women than men.

Recent determinations of the European Court of Justice have held that failing to provide pro rata terms and conditions of employment to part-time employees constitutes indirect sex discrimination eg *Nimz* [1991] IRLR 222 ECJ, *Kowalska* [1990] IRLR 447 ECJ, *Bilka-Kaufhaus* [1986] IRLR 317 ECJ.

Similarly, if the casual workforce is predominantly women, offering lesser conditions and/or benefits to casuals may be indirect sex discrimination.

At Credit Enterprise, there are several areas of possible discrimination which relate to casual and part-time staff. These include:

- lack of consultation with casual staff in the negotiation of EA 1 or EA 2
- exclusion of part-time staff from rotational team system
- bonus system excluding non-permanent staff
- part-time workers' superannuation paid on scheduled hours not hours worked.

At Community Enterprise, in restricting incremental increases for those who work less than 25 hours a week, the new classification and pay structure has a discriminatory impact on part-time workers. Full-time workers are entitled to an increment after completing one year of service. In contrast, part-time workers are required to complete satisfactory service. This is potentially discriminatory.

Family responsibilities

The Industrial Relations Act requires the AIRC to refuse to certify an agreement if it discriminates on the ground of family responsibilities. Although the Sex Discrimination Act makes dismissal because of family responsibilities unlawful, it does not contain a general prohibition of discrimination on this ground. However, in many situations, discrimination because of family responsibilities may constitute indirect sex discrimination.

This is because women continue to carry most of the burden of caring for children and families. As such, women are more likely than men to be affected by workplace policies or practices which interfere with their family responsibilities.

For example, at Food Processing Enterprise, access to the self managed teams was only possible if workers agreed to work night shift. This requirement could potentially discriminate against workers with family responsibilities where they are unable to make alternative childcare or domestic arrangements.

The fact that the team structure has not been implemented uniformly also means that there is potential for creating two classes of workers; those in teams with access to career advancement and training and, if casual, to more secure working hours; and those not in teams who are denied such opportunities.

Flexible hours provisions which lack predictability create complications for workers with family responsibilities and may be discriminatory (Hall 1995:10).

Equal remuneration

The Industrial Relations Act provides for equal remuneration for work of equal value between men and women workers. The Sex Discrimination Act also requires pay equity.

The Community Enterprise case study highlights a potential equal remuneration issue. The principle of equal remuneration for work of equal value is undermined by the practice of paying community services workers who work in group houses and those who work with individual clients on a different basis, albeit under a separate schedule to the enterprise award on which the agreement is based. While their classification level is the same, the latter groups' lack of access to penalties leads to a very different basis of remuneration. However, it is unclear whether such a situation would fall under the terms of industrial or anti-discrimination legislation, because both require a comparator of the opposite sex. In this example, almost all the affected workers are women. The situation does, however, raise general equity concerns for affected workers.

The enterprise agreement really got people together. They know now that the company can't get away with what they used to and that they have to stand up for their rights.

Textile Enterprise stop steward

The fact that those who work in respite accommodation have to negotiate payment for cancellation, on-call and minimum payment directly with the client's family, rather than having set provisions covering these conditions, amounts to differential treatment between the two classes of workers. Employees working in these areas are also limited to the community service base grade level 1, with no room for career progression.

Conclusion

Participants in the case studies expressed complex views on enterprise bargaining. On the one hand, enterprise bargaining was viewed as a trade-off situation with some inevitable loss of conditions. These losses could at best be compensated for by a wage increase or stalled via savings provisions or commitments to address increased flexibility in the future.

On the other hand, enterprise bargaining was seen more positively by many of the focus group participants. It was seen as providing a chance for a wage increase, a way of addressing site-specific issues, the possibility of securing a working time flexibility suiting many women workers and, perhaps most importantly, of providing at least the potential to have a say in how working time was structured.

Positive feedback came from a number of participants who had been close to the consultative process. Many saw the enterprise bargaining process as empowering, and giving them a say, with one worker at Textile Enterprise reporting that the bargaining process had been the best thing about the agreement.

The main factor in how positively the consultation process was viewed was how close women workers were to it. Secrecy, lack of feedback and exclusion of some workers, either expressly or because meetings were held when people were not able to be there or outside working hours, were issues often raised by focus group participants. Survey responses highlighted that part-time and casual workers were more likely to report that they were not given a fair chance to have their say than were full-time workers.

The enterprise bargaining process appears to have been a learning one for unions' management and employees at the six enterprises. The current requirements to consult, particularly with relevant employees under the Industrial Relations Act are beginning to be taken seriously in a number of enterprises. Unions and management at several of the case study enterprises indicated a commitment to a more comprehensive consultation process in the future, including focus groups for women and the translation of material for NESB workers. However, in several instances, it was still considered appropriate for this consultation to take place after the agreement had been negotiated by the relevant unions and management.

Implications of findings

The findings of the Flexible Working Hours and Women Project have implications in three areas:

- the content of working time provisions in agreements;
- the consultation process; and
- the implementation of hours provisions.

Focusing on employee-initiated and employee-oriented flexibility

The case studies point broadly to women workers' interest in predictable and regular hours of work, with a preference for weekday, daytime hours. Even within these constraints, employee preferences for working time arrangements are not homogeneous. Women have different preferences at different times in their working lives. The challenge is:

- to build in access to employee oriented flexibility while not undermining the limits placed on non-standard working time arrangements (Campbell 1995: 15); and
- to include a variety of options to meet the needs of different groups of workers (Wong 1995:11).

In the real world of enterprise bargaining, unions, their members and management have to address a range of concerns from business viability to union membership and job security. However, if the needs of women workers, especially in regard to working time arrangements, are to be recognised, parties will need to work on developing proactive and comprehensive strategies. Such a strategy should ensure that:

- employee preferences for working time are part of the bargaining agenda;
- job redesign and work organisation are also used to meet employer requirements for flexibility;
- mutual agreement to changes is required;
- requirements for employee agreement to changes is to be specific and explicit;
- working time changes are not discriminatory, especially on the grounds of family responsibilities or sex;
- the assistance of the Sex Discrimination Commissioner is sought when concerns of discrimination arise;
- the interaction of working time and other provisions in agreements are considered; and

- the incremental effect of working time changes is addressed as part of the overall bargaining strategy .

Changes to working time arrangements through enterprise bargaining impact not only on the workers affected by these changes, but also on the unions which cover them. For example, increasing hours flexibility through rostering changes and an increased number of employees working fewer hours has ramifications for union recruitment and organisation. Campbell points to the German experience where union recognition and support for employee-oriented flexibility has had a positive impact on the recruitment and maintenance of union membership (Campbell 1995: 24-30).

Consulting women workers

Survey responses indicated a need to develop a more inclusive and timely consultation process if enterprise bargaining is to be supported by women workers. Unions in particular need to be clear about what consultation is and what having a fair chance to have a say means. While consultation is not the same as negotiation, it is more than simply having a chance to say yes or no to a final draft agreement.

Consultation implies a two-way information flow where workers can have a chance to get their particular concerns on the agenda in the knowledge of what is on the management and union agendas and knowing that their interests are being taken into account. Without adequate consultation, workers see union and management negotiations as excluding them. This has obvious membership implications.

Vice President Ross in the Toys 'R' Us decision in 1994, (AIRC L9066) stated that the 'reasonable steps' taken to consult with all employees would depend on the composition of the workforce, their capacity to appreciate the effect of the proposed changes on their employment and the extent of the changes being proposed. Whatever consultative process is used – and the right process will differ from workplace to workplace – it needs to be transparent and accessible to all workers, including women, part-time, casual and NESB workers.

Focus group participants made a number of suggestions for better consultation. While reasonable, these suggestions have resource implications; for the particular enterprise in terms of paid time; and for unions in terms of delegate training and support and the ongoing involvement of workers in the negotiation process. Unions need to be strategic by:

- starting the consultation process early in the bargaining period;
- making use of the statutory obligation of the AIRC to facilitate agreements in terms of resources;
- supporting a more active role of the AIRC in protecting the interests of relevant employees both through more specific statutory declarations and at certification hearings;
- making use of or lobbying for specialist resources, such as the VTHC Enterprise Bargaining Unit for Migrant Workers;
- lobbying the Federal government for funding to ensure that special consultation measures can be put in place for relevant employees to ensure they have a minimum bargaining capacity (HREOC 1994).

Implementation

The case studies demonstrate the need for detailed implementation strategies to be negotiated as part of any changes to working time arrangements. Unions also need to be involved in the implementation of these changes.

An important role for unions will be documenting and monitoring the long-term implications of changes to working time arrangements on work intensity, access to training and career progression. For example, a recent study raises concern about the impact changes to shift arrangements, especially through compressed hours and consequent work intensity and stress, have on occupational health and safety. (Heiler 1995).

There is also evidence that changes to working time arrangement militate against women workers' access to training and career progression (Smith & Ewer forthcoming).

The case studies showed actual and potential sex discrimination in changes to working time arrangements and in their implementation. Parties need to be aware of the potentially discriminatory impact of changes to working time arrangements, particularly the disparate impact on part-time workers.

In several of the case studies working time changes were not implemented. While in some instances there may be a deliberate management strategy to introduce change on an incremental basis, in future agreements there should be a renegotiation of changes that have not been implemented rather than allowing automatic extension.

Chapter 5: Future directions and recommendations

The data analysis and the case studies undertaken for the Flexible Working Hours and Women's Project indicate that significant changes in working time arrangements have been secured through enterprise bargaining in the federal jurisdiction.

The case studies highlight in particular that employer-defined and employee-defined flexibility are not necessarily synonymous. In many instances the direction of changes to working time arrangements may erode the regularity and predicability of work undertaken by many women workers.

This trend also highlights the difficulty of access to work that may be faced by women not currently in the workforce.

The findings of the project support recommendations for the development by the ACTU of a comprehensive policy on working time arrangements, building on gains in leave arrangements as well as the insertion of implementation and monitoring mechanisms into agreements. However, the greatest protection for women workers' interests in enterprise bargaining lies in the strengthening of the regulatory framework, including the powers of the AIRC, particularly in regard to the consultation of relevant employees and the maintenance and strengthening of minimum standards and protection through a comprehensive no-disadvantage test.

The proposed changes to the Industrial Relations Act in the Workplace Relations Bill will significantly weaken the legislative basis which protects employees' individual working conditions and entitlements and prohibits discrimination, particularly those whose interests may not have been taken into account such as women, persons whose first language is not English and young people.

If legislated, the proposed changes would reduce the scope and range of minimum standards in awards as well as the AIRC power to enforce them, and also militate against any collective representation of employees. The effective deregulation of part-time work through the removal of award limits on minimum and maximum hours would further exacerbate the gendered experience of a significant number of women workers.

The proposed changes come at a time when there is increasing evidence that the protection of employee interests and preferences in regard to working time arrangements requires a comprehensive safety-net of minimum standards, and mechanisms for the representation of employee interests. OECD experience (Bosch 1995: 28) suggests the protection of employee interests and preferences in regard to working time arrangements will depend on:

1. The existence of a mechanism ensuring the general application of certain minimum standards for working time. Such a mechanism may consist either of legal regulations or be laid down in collective agreements with broad applicability.
2. The existence of an institutionalised system for the representation of interests within firms which gives the various parties power to negotiate on issues related to working time.
3. A recent analysis of enterprise bargaining at the federal and state levels in Australia (Bell unpublished) concludes that the enterprise bargaining system that would best protect employees' existing conditions should contain the very mechanisms, access to which will be significantly watered down in the proposed legislative changes. They include:
 - collective union negotiation;
 - informed employee consent, free of coercion;
 - a 'no disadvantage test,' defined as any overall reduction in entitlements enforced by a quasi judicial body.

Enterprise bargaining and flexible hours guidelines

The guidelines set out in appendix 1 were developed from the case study experiences detailed in the Flexible Working Hours and Women Project. They also build on other sets of guidelines and checklists, such as those produced by the West Australian Office of Equal Employment Opportunity (1995a, 1995b), the Equal Pay Unit of the Department of Industrial Relations (1994) and the Hobart Working Women's Centre (1995).

The guidelines are directed towards achieving the consultative culture vital for successful workplace bargaining. They also aim to ensure that a comprehensive 'no disadvantage test' effectively operates, even if not required in the future by legislation. The limited resources of unions are recognised. The approach is strategic rather than resource intensive, which focuses on timely, inclusive, employee-initiated and employee-oriented flexibility

The guidelines are applicable to any collective union workplace bargaining, including that possible under the recently announced changes to certified agreements. They should assist unions, their workplaces delegates, shop stewards and representatives to ensure that women gain access to more favourable and flexible working time arrangements. At a minimum, the application of the guidelines should ensure that women workers are not disadvantaged by changes to working time arrangements that make it possible for women to work yet may deny access to potential female employees.

Making sure that the bargaining process provides a fair chance for all workers to have their say and to be informed about the bargaining process requires thinking ahead and planning rather than the input of additional resources.

The potential exists at individual workplaces to achieve a bargaining process which ensures that all women workers, including casuals and part-timers and non-English speaking background workers, in all occupations and work areas may in fact benefit from changes to working time arrangements.

The strategies which unions can use will depend on the industry and size of each particular enterprise, the employment and demographic profile and the level of union membership. The reality of many bargaining situations is far from ideal.

The guidelines aim to ensure that at a minimum women workers have a chance to have some input into the bargaining process and to have their interests protected. They contain a number of checklists set out in three areas, which in the actual bargaining process will overlap to some degree:

Developing agreements

- Bargaining and Consultation Structure;
- Bargaining Agenda;
- Negotiation Process;

Content of agreement

- Working Time Arrangements;

Implementation and review

- Implementation/monitoring;
- Review.

The guidelines are set out in appendix 1.

The recommendations listed below seek to address some of the disadvantage which may be experienced by women in regard to changes made to working time arrangements in certified agreements. The recommendations are directed towards key players in the industrial relations arena: the Sex Discrimination Commissioner of the Human Rights and Equal Opportunity Commission (HREOC), the Australian Council of Trade Unions (ACTU), the Federal Government and the Australian Industrial Relations Commission (AIRC).

1.0 Recommendations to the Human Rights and Equal Opportunity Commission

- 1.1 That the Sex Discrimination Commissioner continue to monitor the impact of flexible working time arrangements on women, particularly part-time and casual workers and NESB workers. Further that the Commissioner monitor the long-term impact on women's access to employment, pay equity and occupational and industry gender segmentation of changes to working time arrangements introduced in certified agreements.
- 1.2 That the Sex Discrimination Commissioner review awards and federal agreements for their directly and indirectly discriminatory impact on women. Further, that systemic discrimination against part-time, casual workers and non-English speaking background women workers be investigated, in terms of their pro rata access to family-friendly working time arrangements, training, career progression and other work conditions and benefits. In particular, that the Commissioner investigate the indirectly discriminatory impact of rostering arrangements on women.

2.0 Recommendations to the ACTU

- 2.1 That building on gains made with flexible-leave arrangements, the ACTU develop a comprehensive policy on working time arrangements, setting down minimum standards and ways in which affiliates can identify and support employee-oriented and employee-initiated flexibility. Such a policy should also identify likely areas of overlap between employer and employee preferences for flexibility.
- 2.2 That the ACTU publish the guidelines for the negotiation of certified agreements developed out of the Flexible Working Hours and Women Project and distribute them to affiliates.
- 2.3 That the ACTU collect and make available to its affiliates model and innovative 'equiflex' flexible working time provisions and implementation mechanisms for consideration and inclusion in certified agreements, which can meet employee and employer requirements for flexibility. That on request, affiliates be assisted in developing the 'business case' for such provisions in the negotiation of agreements.
- 2.4 That the ACTU continue to monitor, and encourage individual affiliates to monitor, the impact of changes to working time arrangements on women, part-time and casual workers, and non-English speaking background workers and workers with family responsibilities. That the impact of these changes on access to predictable, 'family friendly' working hours and arrangements be assessed as well as access to such work for new employees.
- 2.5 That the ACTU monitor and specifically identify the long-term impact on occupational health and safety and access to training of unpredictable and open-ended working time arrangements.
- 2.6 That the ACTU assist affiliates, where possible discrimination is identified in the operation of changes to working time arrangements contained in certified agreements, to apply for a Full Bench review of those provisions.
- 2.7 That the ACTU consider a test case to provide a national safety net for part-time and casual employees in all awards and in all certified agreements. Less favourable treatment of these workers could constitute indirect discrimination against women who make up the majority of workers in these categories.
- 2.8 That the ACTU advise its affiliates on the strategic use of the Sex Discrimination Act and encourage affiliates to seek advice from the Sex Discrimination Commissioner to ensure that any changes to working time arrangements are not discriminatory.
- 2.9 Further that the ACTU promote the use of the Sex Discrimination Act among its affiliates to address both direct and indirect discrimination against women in terms of working time arrangements. Options, especially those under the 'special measures' provisions of the Sex Discrimination Act, which may be used to protect women workers should also be promoted. In addition, that the use of ILO 156, which outlines measures that could be taken to meet the needs of part-time, temporary workers and home-workers who have family responsibilities, also be promoted.

3.0 Recommendations to the Federal Government

- 3.1 That a comprehensive 'no disadvantage' test in the context of properly fixed award conditions provides the framework for enterprise bargaining to ensure that any increased flexibility in working time arrangements allows all employees covered under agreements the opportunity to

more effectively blend their work and family responsibilities and for employers to meet their requirements for flexibility.

- 3.2 That the Department of Industrial Relations review federal agreements to identify any provisions, particularly those to working time arrangements, negotiated in CAs and AWAs which may:
 - disadvantage women, part-time or casual workers, non-English speaking background workers or workers with family responsibilities;
 - contain discriminatory provisions;
 - exclude details of implementation and monitoring mechanisms.
- 3.3 That the proposed Australian Workplace Agreements be public documents for the purposes of such monitoring.
- 3.4 That the Department of Industrial Relations fund research to monitor the impact of changes to working time arrangements under enterprise bargaining on women, part-time and casual workers, non-English speaking background workers and workers with family responsibilities. Further that the Department research and promote innovative 'equiflex' changes to working time arrangements which can be negotiated under enterprise bargaining, promoting such equiflex provisions and strategies widely.
- 3.5 That the role of the AIRC to facilitate consultation in the negotiation of certified agreements be strengthened to ensure that the needs of workers with family responsibilities, in particular women, part-time and casual workers, and non-English speaking background workers are taken into account in approving flexible working time arrangements that best meet their particular working-time preferences.
- 3.6 That the Section 40(1)(e) exemption in the Sex Discrimination Act relating to awards and agreements made before January 1993 be removed. Further, that the Sex Discrimination Act provisions be broadened to include discrimination on the basis of family responsibilities as a ground of complaint.

4.0 Recommendations to Australian Industrial Relations Commission

- 4.1 That the Australian Industrial Relations Commission amend the current statutory declaration form for an application for the certification of an agreement (Form R6 for Rule 30A). The form should require details of specific steps taken to appropriately consult and inform women workers, part-time and casual workers, non-English speaking background workers, young people and workers with family responsibilities.
- 4.2 That at certification hearings, the relevant Commissioner be required to document steps taken by the parties to consult all employees. In particular, the parties to certified agreements be required to demonstrate that; consultation took place on times and days accessible to part-time and casual workers and workers with family responsibilities; agreements were translated for workers who do not have reasonable English language competency and agreements have been thoroughly explained for workers with literacy difficulties.

Appendix 1: Implications and guidelines for unions

Introduction

The case studies highlighted three main areas of concern for unions and their women members in regard to working time arrangements and the negotiation of agreements. These were:

- the content of working time provisions in agreements,
- the consultation process, and
- the implementation of hours provisions.

Content of working time provisions

The case studies point broadly to women workers' interest in predictable and regular hours of work, with a preference for weekday, daytime hours. Even within these constraints, employee preferences for working time arrangements are not homogeneous. Women have different preferences at different times in their working lives. The challenge for unions is:

- to build in access to employee-oriented flexibility while not undermining the limits placed on non-standard working time arrangements (Campbell 1995: 15); and
- to include a variety of options to meet the needs of different groups of workers (Wong 1995: 11).

Recent research indicates that union recognition of, and support for, employee-oriented flexibility has had a positive impact on the recruitment and maintenance of union membership in Germany (Campbell 1995: 24-30).

Consulting women workers

Survey responses indicated a need to develop a more inclusive and timely consultation process if enterprise bargaining is to be supported by women workers. Unions need to be clear about what consultation is and what having 'a fair chance to have a say' means.

While 'consultation' is not the same as 'negotiation', it is more than simply having a chance to say 'yes' or 'no' to a final draft agreement. Consultation implies a two-way information flow where workers can have a chance to get their particular concerns on the agenda after learning what is on the management and union agendas and know that their interests are being taken into account. Without adequate consultation, workers see union and management negotiations as excluding them. This has obvious membership implications.

Implementation

The case studies demonstrate the need for detailed implementation strategies to be negotiated as part of any changes to working time arrangements. Unions also need to be involved in the implementation of these changes. Apart from policing the agreements and ensuring that grievance procedures are understood and accessible, an important role for unions will be documenting and monitoring the long-term implications of changes to working time arrangements on work intensity, access to training and career progression.

The case studies showed actual and potential sex discrimination in changes to working time arrangements and in their implementation. Unions need to be aware of the potentially discriminatory

impact of changes to working time arrangements, particularly the disparate impact on part-time workers.

Enterprise bargaining and flexible working hours guidelines

1. Developing agreements

1.1 Establishing the bargaining and consultation structure

The bargaining and consultation framework for negotiating agreements must be broadly based. The interests of all employees should be recognised in the bargaining and consultation framework. In particular, the interests of women workers, all occupational groups, part-time and casual workers, shift workers, workers from non-English speaking backgrounds (NESB) and those with family responsibilities need to be identified and represented.

The three main elements in setting up the bargaining and consultation structure include establishing:

- the bargaining committee and process;
- the consultative process and information strategy; and
- the bargaining timetable.

Checklist: Setting up the bargaining committee and process

Most unions have established separate bargaining committees to negotiate agreements. Such committees should be as representative as possible of all employees' interests. The role of the bargaining committee needs to be clearly defined as does the bargaining process, including negotiation, feedback and expected time lines. It will also be important for the union to negotiate paid time for negotiation, preparation, training and for reporting back to workers, for all members of the bargaining committee. Once a realistic process and timetable is agreed to it should be adhered to throughout the bargaining process.

- Know the workforce: union officials and shop stewards should identify the particular characteristics of the workforce including sex, employment status, first languages spoken, age profile and work area.
- Avoid building in direct or indirect discrimination into the bargaining structure itself; make sure the bargaining committee reflects the make-up of the workplace and interests of all employees:
 - elect/select representatives for the bargaining committee early in the process and include shop stewards as well as other workers who are not necessarily delegates;
 - if elections are not practical, reasons for selection must be transparent that is, based on representation of a particular group e.g. part-timers;
 - women should be actively encouraged to participate.
- Ensure all bargaining committee members are trained. Training should include:
 - enterprise bargaining training;
 - equal employment opportunity principles and issues; and
 - communication skills.
- Establish equity principles for the bargaining process:

- identify vulnerable groups such as women, part-time and casual workers, NESB workers. Otherwise priorities of full-time workers or the dominant group may dominate the bargaining process;
- schedule meeting times on suitable days and times so as to include these groups; and
- identify the needs of these groups in regard to information and consultation e.g. for those with poor literacy skills or limited English language skills.

Checklist: Establishing the consultation process and information strategy

Once the bargaining committee has been established its first task will be to devise a consultation and information strategy appropriate to the workplace. Specific mechanisms for consultation and feedback need to be worked out. A number of meetings may need to be held to enable all workers to attend at times and on days when women, part-time and casual workers, all shifts and occupations are able attend.

- Ensure meetings are during paid time and at times people can attend. This may necessitate several meetings at different times and in different work areas.
- Establish preferences for consultation mechanisms; for example, small groups reporting back to larger meetings.
- Actively encourage the participation of women. Provide a number of alternative mechanisms to ensure they have a fair chance to have their say. For example, small group meetings, newsletters, women-only meetings. Special meetings for part-time or casual workers could also encourage women to participate.
- Identify any NESB groups requirements for interpreters or translators through company/union records or a workplace survey. Interpreters or translators used will need to be trained and skilled in industrial relations matters.
- Avoid always using bilingual workers in the workplace. They may find it stressful;
- Do not marginalise NESB workers. Include them in large workplace meetings and smaller meetings and ensure that interpreters are available to assist as required;
- Make use of specialist resources, such as the VTHC Migrant Workers' Unit
- Establish agreement mechanisms at different points in the process. Specify if there will be a final vote/secret ballot. Avoid a simple majority vote or a show of hands.
- Identify how best to disseminate information, whether written or verbal, to NESB workers, those with poor literacy, part-time/casual workers and those on leave, as well as to all work areas and shifts:
 - consult initially to establish issues and worker preferences for information;
 - ensure time to consider and digest information;
 - make sure all information, written and verbal, is in clear, non-technical language;
 - for women, especially NESB workers, have a mix of large and small group discussions and specific gender and or language groups if preferred.

- ❑ Develop an information strategy. Distribute information and run sessions on enterprise bargaining, outlining the bargaining process and when, where and how people will have a chance to have their say:
 - provide information on the bargaining process at the beginning of the process to all employees;
 - use a number of ways of communicating, both written and verbal, such as fliers, small group meetings, in specific languages;
 - disseminate details of union, worksite and employer agendas as well as the enterprise bargaining goals and likely outcomes;
 - make sure women and other groups receive and understand information.

Checklist: The bargaining timetable

Providing information to all employees about the process and progress of enterprise bargaining. Providing them with a fair chance to have their say needs to start well before discussion on a final draft agreement. One of the most frequent complaints made by workers is that they do not get a chance to consider and discuss the provisions of any proposed agreement, only getting a chance to vote on a final draft agreement.

- ❑ Establish a bargaining timetable, listing the tasks to be completed and the points in the process when there will be:
 - information distributed e.g. a summary of the union agenda and the employer agenda;
 - meetings scheduled;
 - formal and informal report back from bargaining committee members;
 - opportunities to have input;
 - voting, decision making.
- ❑ Let all workers know when there are changes to the timetable:
- ❑ Allow enough time for people to be consulted on and understand and respond to issues and preferences; schedule as many meetings or discussions as possible for example:
 - after the union and employer agendas are distributed, allow at least a week before scheduling meetings to discuss them.
- ❑ Allow adequate time for any decision making:
 - for example, after draft agreement is distributed, leave up to 2 weeks before any final decision is made or vote is taken
- ❑ Set a realistic duration period to implement agreement provisions and to assess changes made.

1.2 Setting the bargaining agenda

There are 4 main steps in establishing a bargaining agenda which is inclusive of all employees, particularly women:

- setting the parameters of the agenda;
- identifying site specific issues;
- incorporating the broader union agenda and responding to the employer agenda; and
- finalising the union and employee enterprise bargaining agenda

The resulting agenda for bargaining needs to clearly identify priorities and achievable goals and reaffirm the equity principles developed by the bargaining committee.

Checklist: Setting the parameters

In setting the bargaining agenda, the bargaining committee needs to think about what needs to be included and excluded in any final union/employee agenda.

- Identify current working time arrangements and whether these conditions are covered by relevant awards, formal agreements, informal agreements and arrangements, personnel manuals and practices.
- Identify the conditions that assist women in the particular workplace manage their work and family responsibilities; e.g. start and finish times, part-time work, RDOs, working hours and days, flexitime.
- Consider what changes to working time arrangements may make it difficult for women to manage their work and family responsibilities; for example, shift changes, start and finish times, working hours and working days

Checklist: Identifying site-specific issues

Successful enterprise bargaining is based on making sure the agreement is relevant to a particular workplace. That's why it is important to include site-specific issues and to specifically consult with diverse groups of women in regard to working time arrangements and their preferences.

- Know your site-specific issues; raise issues which affect the way individuals work; be proactive and not just responsive to the employer agenda.
- Identify current difficulties faced by women in the particular workplace e.g. starting and finishing times, unequal access for part-time workers to training.
- Identify issues and employee preferences for working time flexibilities:
 - provide information to stimulate ideas;
 - identify benefits and disadvantages of particular changes to employees;
 - list options, give examples of possible alternatives.

Checklist: Incorporate the union agenda and identifying the employer agenda

- Identify the relevant parts the of broader union enterprise bargaining agenda.
- Incorporate site-specific and women-specific issues and preferences into the union enterprise bargaining agenda.
- Identify the employer agenda in relation to hours' issues. Start thinking about the impact on women, part-time and casual workers, NESB workers, those with family responsibilities.
- Identify any overlap between the employer and union agenda.

Checklist: Finalising the enterprise bargaining agenda

The final union enterprise bargaining agenda should clearly identify what will be bargained for, and how this will be achieved.

- Analyse draft agenda to ensure it does not disadvantage any groups of workers. Check against:
 - minimum entitlements under award;
 - the ‘no disadvantage’ test of current award conditions- make sure there is compensation if any conditions reduce award entitlements;
 - potentially discriminatory practices, such as seniority requirements.
- Consider claiming all or part of the wage increase as a specified dollar amount in order to give greater assistance to the lower paid.
- Build in a monitoring and review mechanism. This should include a mix of bargaining committee members and others.
- Ensure that employer commitment to adequate training for managers and supervisors is part of any negotiated changes to ensure fair implementation of changes for all employees.
- Summarise employer agenda and disseminate together with finalised union and employee agendas as soon as possible. This should be done both by:
 - simple summaries in plain English and other relevant languages, and
 - verbal reports from enterprise bargaining committee members.

1.3 Negotiation process

The enterprise bargaining process needs to take place within a set timetable and consultative structure. The process will involve:

- evaluating and negotiating possible changes;
- building in protections or safeguards for women workers;
- agreement and decision making.

Checklist: Evaluating and negotiating possible changes

- Collect baseline data; for example, who gets access to training or what the real absenteeism rate is.
- Sell the advantages of women and family-friendly options to employers by demonstrating how equity gains contribute to productivity.
- Cost out trade-offs, increases in productivity, even if they suit employees.
- Negotiate only what management is prepared to implement; do not sell the future of current and potential employees.
- Get the employer to explain the rationale for changes to working time arrangements and what work organisation or job redesign will be also put in place.

- Undertake impact assessments. Demonstrate the impact of the implementation of changes to working time arrangements; example:
 - on penalties and overtime on rosters;
 - when hours worked;
 - take home pay;
- Keep to agenda set during consultation;
 - make sure that issues which may assist women workers, especially in regard to family responsibilities, are not chopped off the agenda;
 - avoid being forced to choose between equity measures.

Checklist: Building in safeguards

- Prepare a checklist to minimise any negative impact of changes on women, part-time and casual workers, NESB workers and workers with family responsibilities.
- Ensure that individual workers have choices, especially about entering new arrangements, including:
 - written mutual consent to changes;
 - savings provisions- but be careful that potential women workers and those with family responsibilities are not effectively excluded.
- Make sure there are no loopholes. That is, changes to working time arrangements are not achieved outside the agreement; for example, by signing conditions of employment.
- Make sure personnel manuals are updated to reflect agreement provisions.

Checklist: Reaching agreement

- Prepare a checklist of changes which will require employee consent. Ensure all those affected have a fair chance to have their say
- Provide clear information to all employees, particularly those who will be affected by specific provisions, on how the terms and conditions of employment will be affected by proposed changes.
- Explain the negotiating process. Tell workers what will happen. Tell people why their ideas were not taken up.
- Ensure organisers provide feedback to members.
- Set out advantages and disadvantages of proposed changes, amendments to original bargaining agenda items in:
 - plain English and relevant languages distributed to all employees;
 - verbal report back to all groups of employees from bargaining committee members;
 - circulate the draft agreement allowing a minimum of 2 weeks before any agreement finalised;
 - provide a feedback and discussion session prior to any final agreement or vote.

2. Agreement content

2.1 Content of hours provisions

Before reaching any agreement on specific changes to working time arrangements, or other conditions, make sure that such changes are implementable and provide maximum employee flexibility. That is, insert employee-agreement mechanisms and phase in. The union/s and the bargaining committee need to:

- set the parameters for changes to working time arrangements;
- put employee agreement mechanisms and phase-in periods in place;
- identify and avoid discrimination;
- consider the impact of each specific change to working time arrangements on all groups of workers.

Checklist: Setting the parameters for changes to working time arrangements

- Set the climate; include specific statements of commitment in the agreement, for example, to:
 - meet employee needs for working time flexibility;
 - identify and remove discriminatory arrangements;
 - support workers with family responsibilities;
 - specific consultation with women.
- Limit the number of changes to working time arrangements:
 - go for depth not width in changes, that is be specific and detailed to minimise unintended outcomes
- Ensure increased flexible hours arrangements are 'equiflex' arrangements. That is, they provide range of flexibility that meets both the needs of different groups of employees, particularly women, and the employer.
- Identify any overlap between employee-oriented flexibility and employer-oriented flexibility
- Identify non-negotiable flexibilities for women, such as start and finish times, 12-hour shifts, including those who work full-time, part-time and casual on specific shifts
- Build in flexibilities to suit women. Identify changes which may limit access to work, team structures, training, career or other employment conditions or benefits.
- Formalise informal arrangement and practices that are beneficial to women e.g. predictable hours which meet family responsibilities.
- Provide specific protection of the uptake of various working time arrangements for example, if a women makes use of flexible start and finish times, there are no penalties in terms of her career, access to training or that she can return to full-time work

Checklist: Employee-agreement mechanisms and phase-in periods

- Write in requirements for formal written mutual agreement to specific changes in working time arrangements into the agreement

- Write in specific implementation guidelines/procedures for each change to working time arrangements.
- Write in that any dispute over mutual agreement should be dealt with in the first instance by the implementation/monitoring committee and then through the grievance mechanisms provided for in the agreement.

Checklist: Avoiding discrimination

Identify any potential discrimination. This may include:

- lack of, or limited access to, training or career progression for part-time and casual workers;
 - roster arrangements that provide for changes at short notice which may disadvantage workers with family responsibilities;
 - different conditions for workers doing the same work;
 - additional conditions for part-time workers such as increased length of service before access to next classification or pay level;
 - part-time workers' superannuation paid on scheduled hours rather than hours worked.
- Avoid direct discrimination against women, workers with family responsibilities, NESB workers, part-time and casual workers. Include provisions which state:
 - these workers are to have the same access as other workers to training, skill recognition;
 - part-time workers are to get pro rata benefits – including bonus payments, superannuation.
 - Avoid indirect discrimination. Look at the potential impact of draft changes to hours' provisions on groups of workers such as women, workers with family responsibilities, NESB workers and part-time or casual workers. Ask whether it is harder for these groups of workers to comply with these provisions:
 - Is it harder for these groups of workers than for men, workers without family responsibilities, workers from an English speaking background and full-time workers to comply with certain provisions?
 - Are these provisions reasonable? That is, are these provisions appropriate for their purpose?
 - Are there other alternatives or options which would reduce any disadvantage?
 - Consider the interaction of working hours provisions with other provisions. For example, is access to training dependent on being a permanent employee or on ability to work certain hours or shifts?

Checklist: Specific working hours provisions

- The bargaining committee should ensure that the proposed changes to working time arrangements do not undermine other specific conditions.
 - For example, ensure that changes to the period over which hours are worked do not jeopardise the accrual of RDOs. In this regard it is very useful for the bargaining committee to have access to 'model' clauses from other relevant agreements, particularly to avoid

bargaining away conditions that make paid work for women possible in terms of predictable hours, RDOs, the spread of hours and or days they can be rostered, start and finish times.

- Ideally agreements should provide for working time arrangements that:
 - meet women workers' day-to-day needs e.g. through regular and predictable rostering;
 - can provide flexibility in emergencies, such as when children are sick or arrangements break down- for example, by having access to banked RDOs.

Widening span of hours and days over which ordinary time is worked

- Establish the impact on take-home pay actually paid; that is penalties/overtime.
- Cost out any reduction in penalties.
- Establish the impact on how and when hours are rostered.
- Take into account additional travel costs and time and childcare access and expenses if hours of work spread over additional days.

Compressed hours/increases in length of shifts

- Consider implementing such provisions only if they go hand in hand with any necessary job redesign/work reorganisation
- Assess the impact on time to meet family responsibilities including:
 - childcare arrangements,
 - other household and family obligations.
- Consider both the short-and long-term impact on the occupational health and safety of workers. Ensure OH&S safeguards are in place.

Start and finish times

- Negotiate times consistent with the operational needs of the enterprise which meet identified preferences of all groups of workers.

Consider:

- hours of public transport access;
- child care arrangements;
- hours of school, access to out of school hours' care.

- Provide both short-term and ongoing employee-initiated flexibility within operational constraints.

Make-up time and time in lieu

- Provide only with agreement of individual employees.

RDO banking/leave roll up

- Consider banking of RDOs with employee agreement, particularly as an option to losing them.

- Provide for access to RDOs and other leave entitlements for both emergency and ongoing requirements of employees.
- Negotiate additional family or carers leave where possible to minimise women and other workers with family responsibilities using all their leave entitlements to meet the needs of dependents.

Casual work

- Ensure casual workers are not marginalised. Consult specifically with this group of workers when changes impacting on them are considered.
- Maintain a casual loading based on calculation of pro rata permanent benefits foregone.
- Ensure rostered hours include sufficient time to do the work.

Conversion of casual to part-time positions

- Conversion of casual to part-time positions should only take place where that part-time work is:
 - permanent;
 - has pro rata conditions of full-time workforce;
 - predictable and regular.
- Undertake an analysis of the wage impact of the conversion of casual to part-time work.
- Build in a transition period for the conversion of casual to part-time work.
- Write into the agreement the basis on which workers are chosen to move to part-time work.
- Make moving to permanent part-time voluntary with no penalties for casual workers who don't choose to move.

Part-time work

- Ensure part-time workers have pro rata conditions of full-time workforce' especially to superannuation and training.
- Ensure part-time workers, both current and future, are not effectively casualised by weakening pro rata conditions and deregulating the rostering of hours.
- Ensure that part-time workers have access to guaranteed minimum hours and rosters. Make sure that minimum part-time hours are not set too much below current minimums.
- Ensure that additional hours worked or 'flexed up' attract a loading that recognises the casual nature of such additional hours.
- Ensure increased part-time work does not necessarily increase work intensity.
- Provide part-time workers with access to full-time work if available and requested

- Consider job sharing of full-time hours; for example:
 - job sharing of shifts with each worker working a half shift;
 - job sharing of a full-time job where each worker shares a working week.
- Ensure that part-time work is available in all occupations and at all levels within the organisation.

Full-time work

- Set a minimum ratio of full-time to part-time jobs

Rostering

- Consider the impact rostering has on penalties, access to overtime.
- Provide for specific conditions for rostering and rostering changes.
- Limit the opportunities for roster changes by building in notice periods of 2 to 4 weeks' minimum.

Annualised salaries

- Consider the advantages and disadvantages of annualised salaries;
- Consider different systems of annualised salaries based on:
 - a working week,
 - a monthly roster,
 - annual hours.
- Consider the availability of all groups of workers in the workplace to work on weekends, nights, particular times.
- Consider levels of remuneration, and notice given about shift changes.
- Assess the impact on take-home pay and overtime.
- Include a double accounting system in the first year to calculate what would have been received under the award to ensure that take-home pay is not affected.
- Watch out for any gap in rates of pay for different workers depending on what allowances, penalties are included/not included.

3. Implementation and review

3.1 The implementation process

Checklist: Implementation process

In establishing the implementation process the bargaining committee needs to consider both a monitoring mechanism and a dispute settling process.

- ❑ Write into the agreement the establishment of an implementation or monitoring committee. Define its roles and responsibilities clearly. Such a committee should represent the interests of all employees and:
 - include women, part-time/casual workers, NESB workers;
 - comprise some members of the bargaining committee as well as other workers;
 - elect/select all members as for the bargaining committee;
 - also include management representatives.

- ❑ The implementation and monitoring committee needs to:
 - establish baseline data against which to monitor implementation;
 - flag changes to working time arrangements that may be problematic for some groups of workers;
 - monitor implementation of specific changes to working time arrangements;
 - identify the main areas of grievance; eg managerial discretion implementation;
 - provide a first appeal for individual grievances before using more formal grievance mechanisms;
 - provide feedback to all employees via minutes and reports from individual committee members.

- ❑ Write in specific implementation mechanisms and phase-in periods for all working time changes.

- ❑ Promote the active use of appeals/grievance mechanisms.

- ❑ Make sure all employees are aware of employee initiated flexibilities in the agreement, e.g. flexible start and finish times.

3.2 Reviewing the agreement

Before the next agreement, the implementation/monitoring committee needs to evaluate and review the agreement provisions, especially those which introduced changes to working time arrangements. The committee should review the impact of these provisions on all employees, identify particular problems for and issues to be addressed in the next agreement.

Checklist: Reviewing the agreement

- ❑ Review the impact of the agreement, particularly changes to working time arrangements on all groups of employees including:
 - women;
 - part-time workers;
 - casual workers;
 - specific occupations;
 - work areas;
 - NESB workers;
 - workers with family responsibilities.

- ❑ Identify the positive outcomes of:
 - employee-initiated flexibility, e.g. flexible start and finish times;
 - equiflex strategies, that is changes to working time arrangements that meet both the needs and requirements of the enterprise and employees.

- ❑ Identify unexpected problems with changes; for example, gaps in wording or incomplete implementation of provisions.
- ❑ Make sure any increase in the flexibility of working-time arrangements has not marginalised women or workers with family responsibilities.
- ❑ Consider the impact of the agreement, particularly the changes to working-time arrangements on:
 - take-home pay;
 - increase/decrease of hours;
 - predictability/irregularity of hours worked;
 - job security;
 - work intensity;
 - job satisfaction;
 - access to training/career;
 - the EEO and AA process;
 - occupational health and safety standards.
- ❑ Plan for the next agreement:
 - identify any improvements to bargaining and consultation structure and process;
 - assess information strategy.
- ❑ Hold a meeting to ask all workers what hours' changes are and are not working.
- ❑ Review and renegotiate non-implemented changes.
- ❑ Set new targets for phased improvements of conditions for women and workers with family responsibilities, e.g. look at other working time flexibilities which may suit employee preferences.

Appendix 2: Project objectives and methodology

Background and objectives

The Flexible Working Hours and Women Project aimed to:

- identify the range of flexible work patterns being introduced under enterprise agreements, and their impact on women workers;
- identify trends emerging in hours and patterns of work under enterprise agreements, and their impact on women workers;
- identify women's needs in work arrangements and ways of meeting them;
- develop practical guidelines to assist parties to agreements ensure that women's needs are taken into account when developing flexible work patterns, and that they are not disadvantaged by changes in hours of work arrangements;
- produce a report on the findings and recommendations for submission to the Sex Discrimination Commissioner and the ACTU Women's Committee.

Sara Charlesworth was appointed as the research consultant for the project and a steering committee was established comprising:

Sue Walpole, Sex Discrimination Commissioner, HREOC;

Linda Rubinstein, ACTU Industrial Officer;

Jacinta Collins, Federal Women's Officer, Shop, Distributive and Allied Employees Association (SDA)- later replaced by **Rachel Dapiran**, Federal Industrial Officer, SDA;

Michele O'Neil, Victorian Branch Industrial Officer, Textile, Clothing and Footwear Union of Australia;

Jude Elton, Assistant Secretary, SA United Trades and Labour Council; and

Cath Bowtell, Research Officer, Labour Information Network.

The project had two phases:

- extensive consultation with unions, consultations with academics and analysis of Australian Bureau of Statistics and Labour Information Network data on the range of flexible work patterns being introduced under enterprise agreements both in a range of industries and in female- and male-dominated enterprises; and
- case studies in a range of workplaces covered by enterprise agreements. The workplaces are located in New South Wales, Queensland, South Australia, Tasmania, and Victoria, and include a range of industries.

Selection of case studies

The case study enterprises were selected to reflect as far as possible the occupational and industry distribution of women workers, their presence in small and large workplaces, and their employment status as full-time, permanent part-time and casual workers.

After consultation with, and input from, the project steering committee, a number of agreements were selected for case studies. Case studies in the health and the gaming industries were ultimately abandoned because of industrial disputation. The case study in the communication industry was not finalised after the state office management withdrew their agreement. Six case studies were completed. These included:

- a food-processing industry agreement;
- a textile industry agreement
- a banking agreement;
- an Australian-wide retail enterprise award;
- a state-based retail agreement;
- a community services industry agreement.

Case study methodology

The case study process involved:

- consulting relevant unions including Federal and Branch officials, the responsible organiser and shop stewards/delegates;
- consulting the employer/management;
- administering a small survey in focus groups to women workers at each selected workplace; and
- holding focus group discussions with women workers at each selected workplace with representation from full-time, part-time, casual workers, relevant occupational groupings, and NESB women.

Draft copies of completed case studies were sent to the relevant union and management representatives to check the accuracy of details and for comment. Necessary corrections were made and additional comments incorporated.

Workplace consultation with unions and management

Consultations with management and unions at each selected workplace centred on:

- the employment profile including job classification and employment status by gender;
- the main features of the enterprise agreement relating to flexible work arrangements including changes considered and not included;
- the process by which the agreement was developed and agreed to; and
- the involvement of women workers in the development and acceptance of the agreement;
- post-certification consultative process and implementation.
- Affirmative Action Agency reports were used to provide data about employment profiles where workplace information was unavailable or incomplete. Transcripts from certification hearings were used to provide additional data about consultation undertaken, particularly with relevant employees.

Consultation with women workers at selected workplaces

Focus groups

At each workplace, between two and four focus group discussions were planned, depending on the number of women covered by the agreement and the willingness of the employer to allow attendance on paid time. Ultimately, a total of 15 focus groups were run, between one and four at each case study organisation. There were a total of 124 participants.

In four of the case studies, focus groups were run with female employees from one or more sites covered by the agreement. In the retail case study, both state union officials and management gave permission only for delegates drawn from a wide range of sites to attend focus groups. In this case study's focus groups two male delegates were included by the union.

At two of the workplaces, Food Processing Enterprise and Textile Enterprise, focus group participants were selected by management. At Community Enterprise and Credit Enterprise staff

were notified of scheduled times for focus groups and those workers available could attend if they wished. In the Retail Enterprise case study, the SDA notified workplace delegates about two scheduled focus groups. At Supermarket Enterprise, the decision about running focus groups was left to individual outlet managers, who notified employees of the time of the scheduled focus group.

Focus group participants generally reflected the range of women workers employed at each workplace in terms of first language spoken, occupational grouping and employment status. All focus groups took place in paid time. One scheduled by an store manager in unpaid time at Supermarket Enterprise was not attended by any employees. The two focus groups of delegates from Retail Enterprise were held at the SDA's NSW office.

A set of structured focus group questions were developed addressing:

- women workers involvement in the consultation/negotiation process and their preferences for consultation;
- the main changes, including working time arrangements made under the agreement;
- the implementation of working time arrangement changes;
- the impact of these changes on pay and working conditions;
- the impact of these changes on family and social life;
- preferences for working time arrangements.

Focus group questions are set out in this appendix. Comprehensive written notes were taken of all focus group discussions.

Each focus group ran for approximately one hour with additional time taken where NESB workers were involved. In the focus group at Textile Enterprise, a WEL tutor and a Croatian- speaking shop steward assisted. In the four focus groups at Food Processing Enterprise, fellow workers who spoke both Vietnamese and English assisted others throughout the discussion.

Survey

A small survey was designed to elicit basic information about women workers' perception of the consultation process, their satisfaction with the agreement and the impact of changes to working time arrangements on:

- hours, days, times worked;
- pay;
- access to training;
- work intensity;
- job security;
- job satisfaction;
- child care arrangements;
- balancing work and family responsibilities.

The survey was distributed to all focus group participants. It was translated into Vietnamese for the focus groups in the textile and food processing industry case studies. The survey form and survey respondents' written comments on the survey form were translated by the VTHC Migrant Workers' Unit.

The survey was completed by participants in the first 10 minutes of the focus group discussion. Where a wider input of views from particular classifications was sought, as in the community services case study, or from different sites as in the textile industry case study, additional survey

forms were distributed by shop stewards or delegates. A total of 173 survey forms were returned and were analysed and collated by Yann, Campbell, Hoare and Wheeler using the Microtabs package.

Survey responses are discussed in each case study. An analysis of the total unweighted data and the data weighted for participant numbers at each enterprise is discussed in chapter 4.

Details of workplace consultations

Credit Enterprise

People consulted

- general manager;
- assistant to the general manager;
- human resources manager;
- FSU branch organiser;
- FSU delegate;
- staff from two branches, the finance and corporate area, and the services and operational area;
- relevant FSU officials and representatives.

Focus groups

Four focus groups were scheduled at different times across two days in paid time. Fifteen staff elected to attend, representing two branches and the finance and corporate area. Of the 15 focus group participants:

- 9 (60%) had dependent children;
- none had other family members or friends they cared for;
- 3 (20%) were aged 40 years and over;
- 8 (53%) were full-time;
- 5 (33%) were permanent part-time;
- one was casual;
- 6 (40%) had been in their job for 5 years or more.

Food Processing Enterprise

People consulted

- human resources manager;
- female workplace facilitator;
- national NUW organiser;
- NUW branch organiser;
- female NUW delegate.

Focus groups

Four groups were run over two days with a total of 62 participants, including process workers and machine operators. Participants were selected by management from two main process lines. About two-thirds of the focus group participants were from a non-English speaking background. Of these, 17 completed a survey form translated into Vietnamese. Of the focus group participants:

- 34 (50%) had dependent children;
- 8 (13%) had to care for other family members or friends;
- 34 (54%) were aged 40 years and over;
- 6 (10%) were full-time;

- 54 (87%) were casual;
- 30 (49%) had worked for Food Processing Enterprise for more than 5 years.

Retail Enterprise

People consulted

- national industrial relations manager;
- national SDA industrial officer;
- national SDA Secretary;
- branch SDA officials.

The management and union of Retail Enterprise were prepared only to facilitate access to union delegates, rather than other union members or other employees. It was ultimately agreed that delegates from a variety of Retail Enterprise sites across NSW would take part in the case study consultation process.

Focus groups

Two focus groups of delegates were scheduled by the union. Both were of 2.5 hours duration to allow delegates to discuss issues as delegates and as Retail Enterprise employees. Twenty participants, including shop assistants, team leaders and clerical/administration workers, took part in the delegate focus groups. Two of these delegates were male. One of these delegates had been employed since the Enterprise Award came in to force, and another three had only become delegates after this time. Of the 20 focus group participants:

- 4 (20%) had dependent children;
- 6 (30%) cared for other family members or friends;
- 13 (65%) were aged 40 years and over;
- 11 (55%) were full-time;
- 2 (10%) were permanent part-time;
- 6 (30%) was casual;
- 12 (60%) had worked for more than 5 years at Retail Enterprise.

Supermarket Enterprise

People consulted

- State human resources manager,
- two store managers,
- national SDA industrial officer,
- branch SDA assistant secretary.

Focus groups

Access to employees and managers at two outlets (Stores 1 and 2) was facilitated by the company. Only the manager at Store 1 consented to having a focus group run on paid time. As a compromise a focus group was scheduled on unpaid time at Store 2, but no employees attended. The managers of both stores were interviewed separately.

The focus group at Store 1 was run in February 1996. Ten participants, including cashiers, merchandisers and clerical and administration workers took part in the group discussion. All had been employed for some considerable time at Supermarket Enterprise. Only one participant was employed after the first agreement in August 1993. Of the 10 focus-group participants:

- 5 had dependent children;
- one cared for other family members or friends;
- 3 were aged 40 years and over;
- 7 were full-time;
- 3 were permanent part-time;
- 9 had worked for more than 5 years at Supermarket Enterprise.

Textile Enterprise

People consulted

- human resources manager;
- personnel officer;
- TCFUA organiser;
- branch TCFUA industrial officer;
- former AMWU organiser;
- 3 union shop stewards: two from site 1 and one from site 2;
- 2 workers from site 2.

Focus groups

The company agreed to only one focus group being run at site 1. This focus group was held in English and included eight participants, with four from a non-English speaking background. Assistance was provided by a language tutor on site and one of the NESB shop stewards who attended. Four of the focus group participants worked on day shift and four on afternoon shift. One participant had not been employed during the negotiation of the agreement and one participant had transferred from another site.

After an unsuccessful attempt to set up an additional focus group after hours, the survey was distributed to workers via shop stewards on sites 1 and 2, with two additional surveys being returned from site 1 and 30 from site 2. Of the 40 survey respondents, including the focus group participants:

- 28 (60%) had dependent children;
- 6 (15%) cared for had other family members or friends;
- 20 (50%) were aged 40 years and over;
- all except one, a part-time worker, worked on a full-time basis;
- 25 (61%) had been employed at the company for more than 5 years.

Community Services Enterprise

People consulted

- chief executive officer;
- client services manager;
- union organiser;
- union shop steward.

Focus groups

Five focus groups were scheduled in paid time over two days. Staff were notified of the times and days and could elect to attend. Four groups took place and included 11 participants, comprising coordinators, team leaders, clerical and community services workers. Two community services workers unable to attend the focus groups were also interviewed individually; one worked as an individual support worker and one in group accommodation.

In addition, survey forms were distributed by the shop steward to other community services workers including accommodation and individual support workers unable to attend the scheduled focus groups. Thirteen of these workers, including four individual support workers, returned a survey form. Of the 26 survey respondents, including the additional two workers interviewed:

- 9 (35%) had dependent children;
- 4 (15%) cared for other family members or friends;
- 7 (11%) were aged 40 years and over;
- 9 (35%) were full-time;
- 3 (12%) were permanent part-time;
- 14 (54%) were casual;
- 15 (58%) had been in their job for more than 5 years.

Focus group questions

Consultation/Negotiation

How involved were you in the enterprise bargaining process?

What were the changes being considered?

Did they include the things you wanted to be negotiated?

What other options were there? Did you have a choice?

Were you consulted about the changes that were being negotiated?

How?

Was this the same for all workers?

(How were part-time/casual/NESB workers consulted?)

How did your workplace agree to the changes?

Was there disagreement among different groups of workers over these changes? Why?

How was this resolved?

Were you happy with this?

Preferences for negotiation/consultation

How could the negotiation/consultation process have been improved?

How would you have preferred to have been involved/consulted?

How do you think that decisions on changes should be made?

Do you think the outcomes in your workplace would have been different?

What special requirements should be considered in consulting with women, part-time/casual workers, NESB workers?

Changes

What are the main changes made under your EB?

What have been the main changes to your working hours?

Impact of changes

How have the changes impacted on your working conditions?

- pay
- hours worked incl. change to employment type
- days worked
- overtime

- work intensity/pace of work
- job security
- access to training
- job satisfaction
- occupational health and safety

Was the impact of these changes on your working conditions expected?

What has been the impact of changes on your family and social life?

- childcare arrangements- ongoing and in emergencies
- other family responsibilities- ongoing and in emergencies
- social life
- balancing work and family
- other?

Was the impact of these changes on your family and social life expected?

Involvement in implementation

Have you been involved with how the EB has been implemented in your workplace? How?

Have there been any problems in how the agreement actually works especially in regard to working hours? How have these been dealt with?

Have there been any problems in making use of changes in the EB? For example, banking RDOs, working part-time etc..?

Have you been consulted about any of these implementation problems? How?

Preference for flexibility

What sort of working hours would suit you at this time?

- hours
- days
- shifts
- leave arrangements
- to manage 'emergencies' e.g. child sick etc.

Could these be managed within the operational requirements at your workplace?

Will your preferences change? How? Why?

People and organisations consulted

The following union officials and organisations were consulted for the project:

Australian Manufacturing Workers Union (AMWU)

Anne Donnollen, Federal Industrial Officer (Technical and Supervisory Division)

Freda Bogar, National Secretary (Food and Confectionary Division)

Bronwyn Halfpenny, National Women's Officer

Australian Services Union

Lissanne Bennett, National Women's Officer

Lisa Heap, National Industrial Officer (Social and Community Services)

Peter Abrams, Assistant National Secretary (Clerical and Administrative)

Jane Clark, Women's Officer, South Australian Services Branch
 Gaye Yuille, former Secretary, Victorian Clerical and Services Branch (now President, MEU/Private Sector Branch)
 Robin Rieusset, Victorian Clerical and Services Branch (now MEU/Private Sector Branch) organiser
 Georgie Kimmel, Victorian Clerical and Services Branch (now MEU/Private Sector Branch) organiser.

Community and Public Sector Union (CPSU)

John Stapleton, National Industrial Officer

Finance Sector Union of Australia (FSU)

Joan Wilkinson, Principal Industrial Officer, National Office
 Sharon Hutchinson, Women's Officer, National Office.

Health Services Union of Australia (HSUA)

Anthony Odgers, National Industrial Officer
 Richard Watts, Industrial Officer (No. 1 Branch, Victoria)

Liquor, Hospitality and Miscellaneous Workers Union (LHMU)

Celia Pollard, National Industrial Officer (Liquor and Hospitality)
 Bernadette O'Neil, Industrial Officer, Victorian Branch (Liquor and Hospitality)

National Tertiary Education Union (NTEU)

Caroline Ryan, Industrial Officer, National Office
 Eleanor Floyd, Industrial Officer, National Office

National Union of Workers (NUW)

Mary Douglas, Industrial Officer, National Office
 Lloyd Freeburn, Assistant General Secretary
 John Glover, Victorian Branch organiser

Shop, Distributive and Allied Employees Association (SDA)

Jacinta Collins, former National Women's Officer
 Joe de Bruyn, Federal and NSW Branch Secretary
 Michael Donovan, Victorian Branch Secretary
 Rachel Dapiran, National Industrial Officer
 Therese Bryant, National Women's Officer
 Greg Donnelly, NSW Branch Assistant Secretary

Textile Clothing and Footwear Union of Australia (TCFUA)

Michele O'Neil, Industrial Officer, Victorian Branch

ACTU Women's Committee

Jude Elton, Assistant Secretary, *South Australia Trades and Labour Council Women's Committee*
 Gaetano Greco, *Victorian Trades Hall Council*, Ethnic Liaison Officer
 Di McAtee, Workplace Change Officer, *WA Trades and Labour Council*
 Cath Bowtell and Paul Stephenson, *Labour Information Network*.

A number of other individuals and organisations were consulted in regard to specific issues arising in the project these included:

Ann Junor, Faculty of Management, *University of Canberra*

Meg Smith, Principal Consultant, *Labour Market Alternatives*
 Iain Campbell, Research Fellow, *National Key Centre for Industrial Relations*, Monash University

Human Rights and Equal Opportunity Commission

Sue Walpole, Sex Discrimination Commissioner
 Philippa Hall, Senior Adviser, Sex Discrimination Unit
 Elizabeth Fletcher, Senior Policy Officer, Sex Discrimination Unit

Department of Industrial Relations

Chris Fisher
 Jane Romeyn
 Kathy McDermott
 Claire Kelly

Australian Industrial Registry

Jo Carr

Australian Centre for Industrial Relations Research and Training (ACCIRT)

Ron Callus
 Kathryn Heiler

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