



**WORKPLACE  
RESEARCH CENTRE**  
informing • advising • educating

# ADAM report

# 52

August 2007



**The University of Sydney**

# Contents

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## 1 wage trends

wage increases in December quarter 2006 agreements .....	3
high wage outcomes in December 2006 quarter agreements .....	5
wage outcomes in current collective agreements .....	9

## 2 special issue

high performance HRM in workplace bargaining .....	10
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## 3 innovative clauses

work life balance .....	22
diversity .....	26
apprenticeships and training .....	28
performance management .....	31
communication mechanisms .....	33
staff assistance schemes .....	35

## 4 technical notes

method for calculating average annual percentage wage increases (AAWI) per agreement .....	37
about the ADAM Database .....	38
about WRC, University of Sydney .....	38

# 1 wage trends

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## wage increases in December quarter 2006 agreements

This report examines agreements lodged or registered during the December 2006 quarter. The Workplace Authority (formerly the Office of the Employment Advocate) advises that 2105 collective agreements were lodged in the December quarter. This is a 40% increase on the number of agreements lodged in the September quarter. Within the State jurisdictions, very few agreements were lodged, and most of these covered public sector entities.

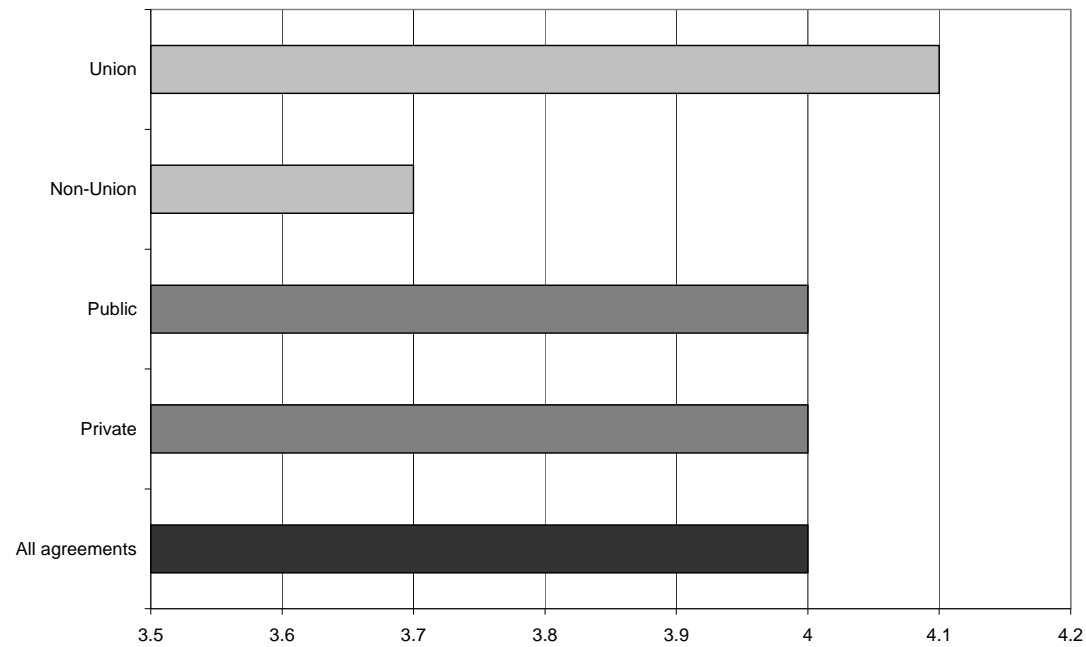
A sample of 218 agreements has been selected for the December quarter analysis. There has been a degree of over-sampling of agreements from the retail and hospitality sector to allow for closer monitoring of agreement making at the lower end of the labour market, however, all care has been taken to ensure that the sample is relatively representative and that it allows for statistically valid analysis at the disaggregated level.

A continuing trend amongst post-*Work Choices* agreements is the decline in the proportion of agreements that specify a wage increase. Amongst the December quarter agreements only 50% of agreements provide a quantifiable wage increase. Breaking this down between union and non-union agreements we find that 69% of union agreements provide for a quantifiable wage increase while only 34% of non-union agreements provide a quantifiable wage increase.

In the December quarter, the average annual wage increase across all agreements was 4.0%, up from 3.6% in the September quarter. Union agreements (4.1%) continue to

provide stronger wage outcomes than non-union agreements (3.7%), while both public and private sector agreements are performing equally well (4.0%).

**figure 1.1:** December 2006 quarter average annual percentage wage increase



Source: ADAM Database, 2006, WRC, University of Sydney

Note: Government Business Enterprises and Non-profit agreements have been incorporated into public sector due to small sample size

## high wage outcomes in December 2006 quarter agreements

Nine agreements from the sample of December quarter agreement met the requirements for high wage outcome agreements, with annual average wage increases greater than 5%. These agreements are from labour market sectors that are experiencing skill shortages. Six of the agreements are from the manufacturing sector and cover tradespersons and process workers, one is from the health sector and covers nurses in residential care, one is from the tertiary education sector and one is from the mining sector. All of the agreements, except one from the manufacturing sector, are union-negotiated agreements.

These agreements demonstrate that *Work Choices* has had little impact on agreements from the upper end of the labour market. Skilled employees from unionised sectors of the workforce continue to reap the benefits of skill shortages. The agreements highlight a number of strategies that employers are utilising to develop and retain skilled workers in a tight labour market.

Amongst the manufacturing and mining agreements with higher than average wage outcomes, strategies include:

- Higher increases in wages for skilled trades workers than for process workers;
- Improved training and opportunities for skill development;
- Commitments to employing and training more apprentices;
- Provision of higher wage increases for apprentices than other workers; and
- Introduction of competency-based skills assessments for promotion.

The education and health services agreements by contrast, focus on providing a sustainable workplace with increased flexibility and forms of leave for workers with family responsibilities, professional development, non-salary reward and recognition strategies and the introduction of processes for maintaining staffing levels and guarding against work intensification.

The high wage outcome agreements from the December quarter sample do not appear to have utilised provisions available in *Work Choices* to strip out protected award provisions. All but one of the agreements have incorporated protected award provisions or are read in conjunction with the award. The only agreement to explicitly exclude protected award provisions is a union agreement from the mining sector which excludes the protected provisions from the Tasmanian Metalliferous Mining and Processing Award. This agreement provides an annualised wage that incorporates shift rates and disability allowances. The agreement identifies that overtime should not be necessary, but where it is needed employees will be paid at time and half ordinary time for all overtime hours worked.

Section Two of this report, *High Performance HRM in Workplace Bargaining* provides a closer look at a number of high performance agreements that have been lodged since the introduction of *Work Choices*.

**Table 1.1:** Key features of higher than average wage increases in December 2006 quarter enterprise agreements

Industry (AAWI)	Key Provisions
<b>Manufacturing (8.7%)</b>	<ul style="list-style-type: none"> <li>• This 34 month union agreement from the manufacturing sector in Queensland provides an average increase of 24.5% over the life of the agreement.</li> <li>• Reflecting skill shortages in the local labour market, employees in non-coal sites receive increases of 8%, 6% and 8% over three years while those in coal sites receive increases of 15%, 6% and 6%</li> <li>• The agreement incorporates award provisions and does not absorb penalty rates or allowances.</li> <li>• The agreement introduces a range of performance indicators around timekeeping, expense claims and other paper work</li> </ul>
<b>Manufacturing (6.9%)</b>	<ul style="list-style-type: none"> <li>• This 31 month union agreement from the manufacturing sector in Queensland provides an average increase of 18% over the life of the agreement.</li> <li>• Reflecting skill shortages, trades employees receive increases of 10%, 5% and 5% while semi-skilled employees receive 7.5%, 5% and 5%.</li> <li>• The agreement incorporates award provisions and does not absorb penalty rates or allowances.</li> <li>• The agreement introduces a new competency-based classification scheme with annual competency reviews to allow for reclassification based on attainment of skills.</li> <li>• The agreement provides for continuous improvement, team work and multiskilling.</li> <li>• Employees are required to undertake annual medical examinations and submit to improved security including police searches of vehicles and baggage.</li> </ul>
<b>Residential Care (6.7%)</b>	<ul style="list-style-type: none"> <li>• This 35 month union agreement from Victoria provides increases of 20% over the life of the agreement.</li> <li>• The agreement does not exclude protected award provisions.</li> <li>• The agreement aims to provide productivity improvements, job satisfaction and security and to improve remuneration.</li> <li>• The agreement establishes a mechanism for regular review of services and for maintaining staffing levels and competency standards.</li> <li>• Provides for continuous improvement and quality assurance, improved skills development and flexible work practices.</li> <li>• Introduces performance assessment with annual competency-based assessment of employees by an accredited workplace assessor. Training and support to be provided to those who fail to meet standards.</li> </ul>
<b>Manufacturing (6.7%)</b>	<ul style="list-style-type: none"> <li>• This 20 month union agreement from NSW provides for a total increase of 11% in two periods over the life of the agreement.</li> <li>• The agreement covers workers employed in a number of Hunter Valley sites and may reflect skill shortages in the local labour market.</li> <li>• The agreement incorporates award provisions and does not absorb penalty rates. Some disability allowances are incorporated into the base rate.</li> <li>• The agreement introduces a continuous improvement program to reduce</li> </ul>

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re-work.	<ul style="list-style-type: none"> <li>• The agreement emphasises a team-based culture with increased training to multiskill employees.</li> <li>• Employees are required to work a 24 hour on-call roster on a regular basis</li> <li>• Employees agree not to impede the introduction of new technology.</li> </ul>
<hr/>	
<b>Manufacturing (6.0 %)</b>	<ul style="list-style-type: none"> <li>• This 36 month union agreement from Victoria provides for a total increase of 18% over the life of the agreement.</li> <li>• The agreement incorporates award provisions and does not absorb penalty rates or allowances.</li> <li>• The agreement aims to create a high commitment workplace and emphasises: <ul style="list-style-type: none"> <li>○ Consultative processes</li> <li>○ Continuous improvement and quality assurance programs</li> <li>○ Teamwork, labour flexibility and multiskilling</li> <li>○ Removal of demarcation barriers and acceptance of new technology</li> </ul> </li> <li>• The agreement also introduces a new competency-based classification structure with annual competency-based performance assessment.</li> </ul>
<hr/>	
<b>Manufacturing (4.3% -6.7% Avg of 5.8%)</b>	<ul style="list-style-type: none"> <li>• This 36 month agreement non-union agreement from South Australia provides for an average total increase of 16.5% over the life of the agreement.</li> <li>• The agreement is indicative of skill shortages amongst tradespersons, with a dual approach to pay increases: Trades employees receive total increases of 20% over the life of the agreement, while sub-trades employees receive increases of 13% over the life of the agreement.</li> <li>• The agreement is read in conjunction with the award and does not absorb penalty rates or allowances.</li> <li>• The agreement aims to create a high commitment workplace and emphasises: <ul style="list-style-type: none"> <li>○ Teamwork, labour flexibility and employee initiative</li> <li>○ Job security, training and skills assessment</li> <li>○ Communication processes</li> <li>○ Continuous improvement and quality assurance programs</li> <li>○ Introduction of new technology</li> </ul> </li> </ul>
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<b>Manufacturing (5.3%)</b>	<ul style="list-style-type: none"> <li>• This 24 month union agreement from NSW provides for an average total increase of 10.5% in two periods over the life of the agreement.</li> <li>• The agreement covers workers employed in a number of Hunter Valley sites and may reflect skill shortages in the local labour market.</li> <li>• Indicative of skill shortages, the agreement commits to recruiting an increased number of apprentices and provides higher initial wage increases for apprentices (approx 7%, with a second increase of 5%).</li> <li>• The agreement commits to promoting skilled tradespersons to technical officers where appropriate on-the-job training is completed.</li> <li>• The agreement incorporates award provisions and does not absorb penalty rates or allowances.</li> <li>• The agreement consolidates a number of agreements across a range of sites to create a common set of conditions.</li> </ul>

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- Mining**  
(4.8-5.3%)
- This 36 month agreement union agreement from Tasmania provides a guaranteed increase of 13% with an extra 3% at-risk over the life of the agreement
  - The agreement aims to improve productivity, quality assurance, safety and to build harmonious employee relations.
  - The agreement introduces new key performance indicators for the at-risk payments.
  - The agreement expressly excludes all protected award provisions.
  - The agreement provides for an annualised salary that incorporates shift payments, allowances and disabilities.
  - Employees may work 8, 10 or 12 hour shifts.
  - Overtime should not be needed, but in circumstances where it is required employees will be paid at time and a half for all hours worked.
  - The agreement has a strong emphasis on training and development with a commitment to employing apprentices and the introduction of a new classification system and skill-based career paths.

- 
- Education**  
(5.1%)
- This 28 month union agreement from the ACT provides three 4% increases over the life of the agreement.
  - The agreement is read in conjunction with the award and does not exclude any protected award provisions
  - Indicative of skill shortages in the education industry, the agreement provides for improvements in both salary and conditions.
  - Improvements in conditions include:
    - Flexible employment arrangements such as part-time work, job sharing and working from home
    - Recognition of work/life responsibilities
    - Non-financial rewards and recognition
    - Professional improvement plans
    - Recognition of diversity in the workplace
  - The agreement introduces performance assessment for incremental progression with a strong emphasis on training and development.

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Source: ADAM Database, December 2006 Quarter, WRC, University of Sydney.

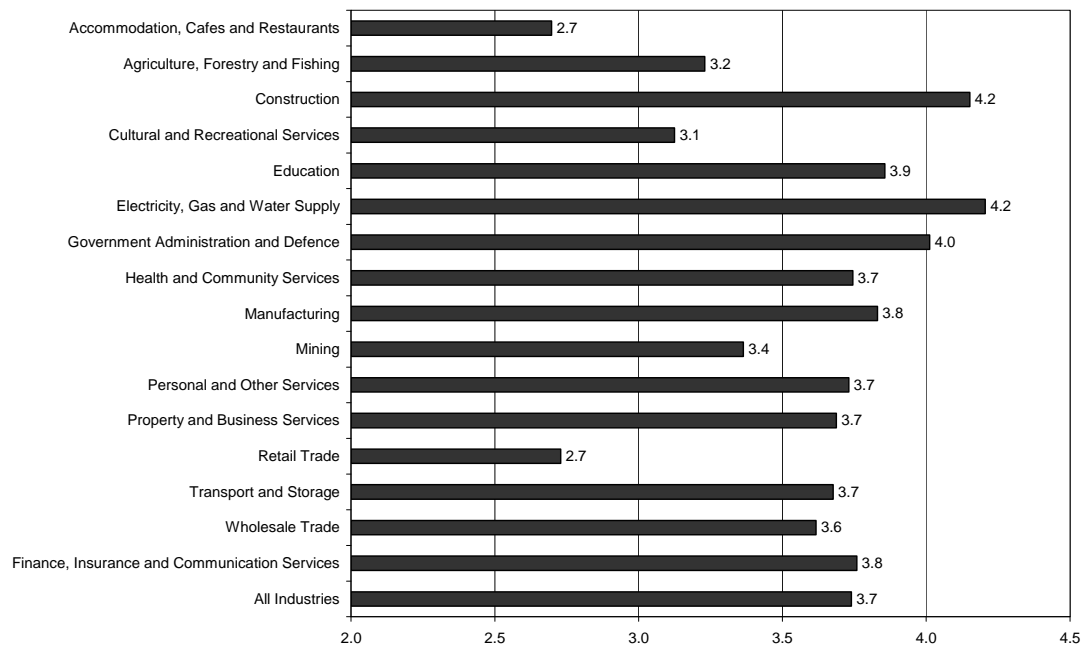
Note: High wage agreements are defined as those delivering an AAWI of 5% or above.

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## wage outcomes in current collective agreements

There are 2278 currently operating agreements in the ADAM database as at 31 December 2006. Across all industries the average annual wage increase for currently operating agreements was 3.7%. Figure 1.2 provides a breakdown of the average annual wage increases in currently operating agreements by industry. Construction (4.2%), electricity, gas and water (4.2%) and government administration and defence (4.0%) continue to produce the strongest results. Retail trade (2.7%) and accommodation, cafés and restaurants (2.7%) have produced the lowest rates with cultural and recreational services (3.1%) also performing poorly.

**figure 1.2:** wage increases in currently operating agreements, by industry



**Source:** ADAM Database, Agreements current as at 30 December 2006, WRC, University of Sydney.

# 2 special issue

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## high performance HRM in workplace bargaining

Much of the discussion about *Work Choices* to date has focused on the negative impact of the new legislation on agreement making in the lower end of the labour market. The most quoted figure has been that released by the Employment Advocate at the first Senate Estimates hearing after the introduction of *Work Choices*, that 33 percent of collective agreements expressly excluded all protected award provisions.

However, the introduction of *Work Choices* has not prevented the continuing lodgement of 'high performance' or 'good practice' agreements in other segments of the labour market. As noted above in our analysis of high wage outcome agreements, skilled workers from unionised sectors of the labour market continue to reap the benefits of skill shortages. In this Special Issue Section, we take a closer look at a number of high performance agreements lodged in the December 2006 quarter.

There is much debate about the nature of high performance or best practice human resource management in Australia. HR theorists have used phrases such as 'best practice', 'high commitment', 'high involvement' or 'high performance work systems' to describe prescriptive models or bundles of HR practices that "can be applied in virtually any organisational context to increase performance and deliver outcomes beneficial to all stakeholders including employees" (Shields, 2007, 89).

This debate has moved, in recent times, to the view that there cannot be a single best set of HR practices to improve workplace performance, but rather that organisations need to identify HR practices that provide a 'strategic best fit' with their aims and goals. That is, HR practitioners need to consider internal factors such as the organisation's competitive strategy, organisational structure and management culture as well as external factors such as labour market conditions, product market competition and social and political factors, when designing their HR policies.

In light of this theoretical shift, HR practitioners need to think strategically about the set of 'good practice principles' that provide the best strategic fit for their organisation. In this Special Issue Section we examine two high performance agreements that employ a series of good practice HR principles, but which also provide a good fit with external factors such as the organisations' placement in the labour market and social and political factors. The two high performance agreements chosen for analysis have been drawn from the education and health sectors.

### **a menu of good practice principles**

The list of possible best practice HR strategies varies between theorists, however, most agree that the following strategies can be used to improve productivity and workplace performance:

- Employment security
- Rigorous screening in recruitment and selection
- Job autonomy, challenge, rotation and multi-skilling
- Self managed teams or team working
- Competency based training and development
- Quality assurance and continuous improvement programs
- Communication strategies
- Performance monitoring, performance based pay, higher than market average salaries.

These strategic approaches to improving organisational performance need to be considered in the context of organisational-specific factors such as labour market position, competitive strategy and workplace culture. Enterprise bargaining can be utilised by organisations to improve the strategic best fit of their human resource policies. The bargaining process can provide employers and employees with the opportunity to open up a dialogue about the nature of the workplace and how they can change workplace culture to move towards a high performance workplace.

The following section of this report examines two cases where agreements have applied best practice HR strategies within their organisational context through the enterprise bargaining process.

### **education sector**

The first agreement selected for analysis comes from the education sector and operates in the Australian Capital Territory (ACT). The local labour market for education workers in the ACT is heavily influenced by movements in education salaries in New South Wales, and it is not uncommon to see ACT education agreements mirroring salary movements in NSW or providing improved benefits from those offered in NSW in order to attract a better workforce.

This agreement addresses best practice HR principles through communication strategies, performance monitoring, job security, recruitment and selection and career development

policies. It addresses the particular needs of the education sector through a mature age employment strategy, a workload management policy, a detailed work life balance policy and through an aggressive remuneration policy.

#### **COMMUNICATION**

This agreement commences by identifying that a key aim for the organisation is to improve communication and consultation. It states:

*9.1 The parties are committed to effective consultation and teacher participation in decisions that affect a teacher's employment. This is essential to the successful management of change.*

*9.2 Where there are proposals by the employer to introduce changes in the organisation or to existing work practices, the employer will consult with affected teachers and/or their representatives.*

*9.3 This will involve the employer providing relevant information to assist the teachers and/or their representatives to understand the reasons for the proposed changes and their likely impact so that the teachers and their representatives are able to contribute to the decision making process.*

*9.4 For the purpose of providing effective consultation (a) the parties agree to the establishment of consultative arrangements; and (b) existing local consultative arrangements will remain in place.*

*9.5 Consideration of new initiatives, special projects, pilot programs etc affecting teachers must occur at Institute level and involve consultation between the parties and other relevant stakeholders. This consultation will determine principles to be observed in assessing the desirability of implementing the proposal. Such consideration must address issues such as Institute priorities, resources, curriculum implications and work-life balance.*

#### **JOB SECURITY**

The agreement affirms that its purpose is to promote permanent employment for teachers and to minimise the use of temporary and casual teachers. The agreement provides a detailed clause on the circumstances in which temporary or casual employees may be used and provides strategies for converting long-term casuals to permanent status.

#### **RECRUITMENT AND SELECTION**

The agreement provides for a probationary period of 12 months during which time the employee must demonstrate their diligence, efficiency, conduct, professionalism and performance as well as showing evidence of being a 'fit and proper person'.

**CAREER DEVELOPMENT**

The agreement addresses the issue of job autonomy, challenge and competency based training through a comprehensive section on career development. Employees are required to complete a minimum of 36 hours professional development per year. Employees may reduce their teaching load for the purposes of professional development. The agreement also introduces a professional mentoring strategy which gives employees access to the type of support and encouragement available in team-based work.

*33. Professional Mentor*

*33.1 In the interests of supporting the professional operations of the organisation the parties agree to the establishment of a Professional Mentoring role. A professional mentor is an employee with relevant expertise engaged to mentor staff or to undertake specific projects. These employees will be engaged at the Chief Executive's discretion for a maximum engagement of six months. For mentoring services payment will be equivalent to the casual teacher delivery rate and hours agreed on engagement. For other projects payment will be at the casual teacher delivery or non-delivery rate and hours agreed on engagement. Other conditions of employment will be those prescribed for casual teachers (Clauses 146 and 147).*

**PERFORMANCE MONITORING**

Performance management appears to be an important issue in this workplace, with a significant proportion (approximately 20%) of the agreement devoted to the development of a performance culture, managing underperformance, disciplinary procedures, internal review and appeals processes. The performance management section of the agreement begins with the following statement of commitment to a performance culture and a clear delineation of the purpose and principle objective of the performance management strategy.

*67. Commitment to a Performance Culture*

*67.1 The parties are committed to developing a professional performance culture that promotes an ethical working environment that is respected by both managers and teachers and enhances the quality of teaching and learning in the Institute. This commitment recognises and rewards teachers for their contribution towards the achievement of the employer's objectives.*

*68. Purpose and Principle Objectives*

*68.1 The purpose of professional performance management is to emphasize the relationship between public sector standards, corporate, team and individual responsibilities and performance and to align individual, team and organizational objectives and results.*

*68.2 The benefits and goals of performance management include:*

- (a) the ability for teachers to develop a clear picture of their role and purpose within the employer;*
- (b) establishment of improved communication between teachers, supervisors and managers;*

- (c) that the skills and potential of teachers are able to be explored and developed; and  
 (d) appropriate strategies for career development and succession planning.

The agreement links performance management to both remuneration (in terms of incremental progression dependent on performance) and to non-financial forms of reward as described below:

*70.1 The employer is committed to achieving an environment where teachers feel valued for the contribution they make to achieving organisational goals. It is acknowledged that the most effective form of recognition is timely and appropriate feedback.*

*70.2 The employer will participate in the annual Commissioner for Public Administration Awards that have been developed to complement existing Agency-based reward and recognition schemes.*

*70.3 The parties will consult on other effective ways of recognising and rewarding the achievement of individuals and work groups. Any outcomes of this consultation will only be implemented by the agreement of the parties.*

The agreement thus utilises a number of HR strategies that are considered best practice or contribute to high performance outcomes. However, the parties have also used the agreement to implement a number of innovative HR strategies to address the specific needs of the organisation in terms of its labour market position, competitive strategy, organisational structure and culture.

#### **MATURE AGE EMPLOYMENT STRATEGY**

The employer recognises that the education sector has been more heavily affected by the ageing work force than other labour market sectors. The agreement addresses this issue through a mature age employment strategy that recognises the importance of attracting and retaining both mature aged and younger employees.

##### *30. Mature Age Employment Strategy*

*30.1 The parties acknowledge the importance of a diverse workforce in the employer, including the continuing participation, where mutually convenient, of mature age teachers.*

##### *31. Attraction and Retention of Mature Age Teachers*

*31.1 In consultation, the parties will examine and implement where practicable and feasible, strategies or initiatives that assist in the successful recruitment and retention of mature age teachers. Such strategies and initiatives might include, but not be limited to: (i) The impact of current superannuation arrangements on the retention of mature age teachers at the employer;*

*(ii) Flexible work options that better match the work-life balance aspirations of mature age teachers, such as variable employment, part-year employment, alternative forms of leave, job sharing and phased retirement;*

*(iii) Bridging programs which facilitate the return of mature age teachers to employment; and*

*(iv) Arrangements that allow mature age teachers to reduce their working responsibilities without having to cease employment.*

### *32. Attraction and Retention of Younger Teachers*

*32.1 In consultation, the parties will, examine and implement where practicable and feasible, strategies or initiatives that assist in the successful recruitment and retention of younger teachers. Such strategies and initiatives might include, but not be limited to:*

- (i) Attractive work-life balance initiatives; or*
- (ii) Enhanced professional development opportunities.*

## **WORK LIFE BALANCE**

The employer also recognises that if they are to attract staff in a tight labour market they will need to address the issues that face many workers in combining employment with family responsibilities.

### *27. Introduction*

*27.1 The ACT Government is committed to the concept of work and life balance and recognises the importance of teachers balancing their work and personal life.*

*27.2 It is acknowledged that all teachers have commitments outside the workplace.*

*These commitments may relate to family, to the community and to general health and wellbeing. Given the diverse nature of the workforce in the ACTPS, it is clear that teachers have different needs at different times.*

*27.3 CIT recognises the need to provide sufficient support and flexibility at the workplace to assist teachers in achieving work and life balance. While family friendly initiatives are important aspects of work and life balance, it is also important that all teachers, at all stages in their working lives, are supported in this manner.*

Many employers include broad statements of commitment to work life balance while failing to provide specific details on how the HR policies will be implemented. In this case the agreement provides extensive detail on the types of family friendly policies available and the methods for accessing the entitlements.

### *28. Teachers with Caring Responsibilities*

*28.1 Carers are teachers who provide, in addition to their normal family responsibilities, care and support on a regular basis to other family members or other persons who are sick or ageing, have an injury, have physical or mental illness, or a disability.*

*28.2 Family members may include children, brothers or sisters, domestic partner, parents, grandparents and close relatives. In some cases, teachers may be responsible for providing care to a neighbour or a friend who has no-one to assist with day-to-day care.*

*28.3 The employer recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. It is also recognised that, generally, teachers are able to provide care and assistance outside normal working hours. However, there are times when*

*they are required to provide more support or assistance because of illness, injury or disability.*

*28.4 To assist teachers in balancing their work and carer responsibilities flexible working and leave arrangements are provided in this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:*

- (a) flexible starting and finishing times;*
- (b) ability to take a few hours off work, and make it up later;*
- (c) access to breast feeding facilities;*
- (d) access to personal leave for caring purposes for members of immediate family or household;*
- (e) home based work on a short or long term basis;*
- (f) part-time work;*
- (g) job sharing;*
- (h) purchased leave;*
- (i) annual leave;*
- (j) long service leave;*
- (k) leave without pay; and*
- (l) leave not provided for elsewhere.*

*28.5 Access to the leave entitlements listed in Clause 28.4 are as provided for in this Agreement or the Public Sector Management Standards.*

More details on these provisions can be found in the innovative clauses section of this report.

The agreement supplements its work life balance policy with a detailed policy on volunteering to encourage employees to take a more active role in community development.

#### **WORK INTENSIFICATION**

Work intensification is a major issue in the education sector where neoliberal management strategies have led to reductions in staffing while maintaining provision of services. This has become a major issue in the recruitment of staff in the education sector. To address this issue the employer has committed to work with employees to develop methods for measuring and monitoring their workloads.

*133.1 The parties acknowledge that the challenges the employer will need to face to meet the needs of a more diverse group of learners in the future will be substantial, and that teachers have a critical role to play in positioning the employer to meet those challenges. This provision is designed to ensure that teachers have a central role in the positioning of the organisation for a sustainable and viable long-term future.*

*133.2 The changing nature of vocational education has developed the necessity to examine and introduce changes to the programming of teachers' work.*

*133.3 It is intended in any agreed process relating to managing teacher time and workloads that there will be a recognition of the:*

- (a) professional empowerment of teachers;*
- (b) diversity of delivery strategies employed by teachers; and*

*(c) diversity of working arrangements necessary to support these strategies.*

*133.4 Teachers and managers should work together in order to establish workloads that are achievable, professionally challenging and rewarding, and that support quality program delivery, in the context of achieving organisational goals.*

*133.5 The parties acknowledge that any decisions relating to the way in which workload is measured, accommodated or reported will not lead to any increase in the overall workload of teachers.*

This agreement from the education sector demonstrates how an enterprise agreement can be used to codify strategic HR decisions and thereby contribute to changing workplace culture.

### **health sector**

The second agreement from the health sector covers nursing staff in a residential aged care facility in Victoria. Many of the issues surrounding recruitment and retention problems in the education sector apply equally to the health sector (Buchanan and Considine 2002).

This agreement addresses key aspects of good practice HR through consultation and communication, performance management, competency based training and multi-skilling of employees, performance management and staff development. The agreement also addresses the specific HR needs of the organisation through strong OH&S policies and paid maternity leave.

### **CONSULTATION AND COMMUNICATION**

The agreement begins by sharing a commitment to consultation and communication:

*8.1 The parties are committed to consultation and communication throughout all levels of the Facility. The parties agree that effective mechanisms for communication are fundamental to the achievement of greater productivity, efficiency, flexibility and job satisfaction.*

### **PERFORMANCE MANAGEMENT**

The agreement commits to monitor performance in order to ensure that competency standards are met as per Commonwealth accreditation standards. To ensure impartiality and fairness an external workplace assessor is used.

*9.4 Both staff and management of the Facility agree to strive towards a standard of excellence. This will be achieved by monitoring practice using the quality assurance process and current recognised standards of practice as defined in the Residential Care Standards the Competency Standards for Registered Nurses and / or*

*Gerontological Nurses and / or any other legislation deemed to be relevant, as the means of achieving this standard,*

*9.5 In order to monitor work practices more effectively, management will develop and implement a performance assessment and review process (PARP) parallel to that of the City of West Torrens, dealing specifically with the competency standards noted in 9.4.*

*9.6 Assessment of employees will be carried out by an accredited workplace assessor on an annual basis*

#### **COMPETENCY BASED TRAINING, MULTISKILLING AND STAFF DEVELOPMENT**

The agreement demonstrates both parties commitment to quality improvement by recognising that improved skills contribute to efficiency.

*9.1 The parties recognise the need to be responsive to the changing environment and the need for the work force to adapt continually to these changes.*

*9.2 The parties are committed to the pursuit of optimum efficiency, improved skills development and more flexible work practices. The parties agree to participate in continuous improvement and quality assurance processes.*

The employer commits to providing all necessary support and training to enable employees to maximize their efficiency.

*21.1 The employer recognises that education & training is essential for the development and maintenance of nursing practice in the care of residents. Therefore, the objectives of staff development are to enhance the skills of the employee so that they can perform at optimum levels and meet best practice objectives.*

*21.2 The employer will continue to provide and support education & training opportunities to ensure that employees are able to deliver appropriate resident care and to perform other related duties in accordance with relevant standards.*

*21.3 Responsibility for staff development is shared between employees and the employer. Employees are expected to participate in professional skill development to ensure that their work performance is consistent with relevant standards.*

*21.4 On the basis of assessed needs, the employer will provide a range of programs/topics relevant to resident lifestyle and nursing care delivery, and employees will be encouraged to attend.*

*21.5 The provision of mandatory training and skills updates as per State and Federal Legislation is the responsibility of the employer. Attendance at mandatory sessions is the responsibility of the employee.*

*21.6 Mandatory training will be paid at the appropriate hourly shift rate for those on duty and the ordinary hourly rate of pay for those attending in their own time. Employees will be paid for actual attendance time only.*

*21.7 Further staff development may be obtained through a formal course of study at a recognised institution, or through participation in developmental activities such as*

*conferences, seminars and management programs etc. Individual employees are expected to show initiative in seeking development opportunities.*

*21.8 Where further staff development is intended to enhance the skills and knowledge of the employee, the employer will determine (in discussion with the employee) the amount of support that may be provided. This support may take the form of paid leave or leave without pay, and/or paid expenses, but this will be at the discretion of the employer having regard to the needs of the facility*

## **OCCUPATIONAL HEALTH AND SAFETY**

Research has shown (Buchanan and Considine 2002) that, after work intensification, two of the major factors in nurse's decisions to leave the health sector are the OH&S issues of heavy lifting and the harassment of nurses by patients. This agreement re-assures employees that the employer recognises these concerns and is attempting to address the issues in order to make the work place more sustainable

### *Clause 14- OCCUPATIONAL HEALTH SAFETY AND WELFARE*

#### *14.1 No Lift - No Injury*

##### *a. Policy*

*As part of its commitment to the health and safety of staff, the employer will ensure that lifting tasks are eliminated where possible. The aim is to minimise the need for lifting by employing alternative methods of moving and lifting residents.*

##### *b. Implementation will be subject to:*

*i. Training of workplace coordinators and/or Occupational Health Safety and Welfare staff and/or managers in the implementation of No lift No injury, through an accredited training program.*

*ii. Site Occupational Health Safety and Welfare Committees will conduct regular audits of equipment to check suitability, at least once (1) per year.*

*iii. Subject to the outcome of audits as per above, site budgets will allocate funds for new and replacement equipment on a priority needs basis.*

*iv. Occupational Health Safety and Welfare Committees will also conduct regular audits of incident and injury records to identify any issues relating to lifting that require attention.*

*c. Employees are required to work in conformity with the policy in order to meet their duty of care obligations to not place themselves or others at risk of injury.*

*14.2 The Parties recognise the importance of an effective Occupational Health, Safety and Welfare (OHSW) program, and the need to fulfil the obligations in the Occupational Health Safety and Welfare Act 1986, in providing a safe work environment for all employees.*

*15.1 The employer recognises the need for certain policies which while encompassing the care of residents maintains a safe working environment for staff particularly in relation to:*

- Resistant residents*
- Security*
- Anti bullying*
- Violent behaviour*

15.2 *It is agreed that over the life of this agreement, policies will continue to be developed, reviewed and maintained, which address these concerns.*

#### **PAID MATERNITY LEAVE**

The employer recognises that they will need to address the issues that face many workers in combining employment with family responsibilities if they are to attract staff in a tight labour market.

##### *19.7 Paid Parental Leave*

- a. An employee will be granted parental leave on full pay for a consecutive period of six weeks in the case of the mother, and two consecutive weeks in the case of the partner of the mother provided that:*
- b. The employee has a total of three years prior continuous service with Council before commencement of the paid parental leave.*
- c. The employee provides Council with a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee.*
- d. In the case of maternity leave, the period of six weeks will commence no greater than six weeks prior to the expected date of delivery and if the birth occurs more than three weeks prior to the expected date of delivery, the period of six weeks leave will commence from the actual date on which she first proceeded on leave.*
- e. In the case of the partner of the mother, the leave will be taken within the first three months of the child's birth*
- f. Any public or other statutory holiday that falls within the period of parental leave will be counted as a day of such parental leave*
- g. Absence on paid parental leave will count as service for sick leave, annual leave and long service leave purposes,*
- h. Where the pregnancy of an employee terminates between 20 and 36 weeks, the mother will be entitled to two weeks Paid Parental Leave.*

#### **conclusion**

To date most publicity about *Work Choices* agreements has drawn attention to those which have reduced standards. These agreements demonstrate that it is possible to continue to use workplace bargaining to develop high commitment, high trust workplaces under *Work Choices*. As noted by a number of other researchers, the major impact of *Work Choices* has been to reduce union bargaining power and foster deeper fragmentation across the labour market (Briggs 2005). These agreements provide clear evidence that in the new union heartlands of health and education positive, pacesetting agreements are not only possible – they are being settled and lodged.

#### **references**

- Briggs, C. (2005) *The shape of things to come...*, WRC, University of Sydney
- Buchanan J. & Considine, G. 2002, *Stop telling us to cope; Nurses explain why they are leaving the profession*, acirrt, University of Sydney.
- Shields, J 2007, *Managing Employee Performance and Reward; Concepts, practices strategies*, Cambridge University Press, Melbourne.

# 3 innovative clauses

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This quarter has seen a range of innovative approaches across a variety of areas of bargaining. While some agreements have been innovative in their approaches to withdrawing workplace entitlements this report has focused on areas of bargaining that have yielded positive outcomes for workers. In particular we have examined innovative approaches to balancing work and life responsibilities, recognising the importance of diversity in the workplace, apprenticeships and training, performance management, communication mechanisms and staff assistance schemes. Most of these positive innovations have come from collective agreements involving unions. A few have, however, been drawn from the growing number of non-union collective agreements.

## work life balance

In section 2 of this report, we discussed an agreement from the education sector which provided a comprehensive approach to work life balance. The first extract below shows the depth and range of policies provided in this agreement. More than simply providing a range of good practice approaches to Work Life balance, such as regular part-time work, job sharing, vacation childcare, family care costs and home base work, the agreement also commits to changing basic work practices such as the scheduling of meetings to ensure fairness and equity for workers with family responsibilities.

Extract 2, from the public sector increases the number of weeks of paid maternity leave from the public sector standard of 12 weeks to 14 weeks of paid leave.

Extract 3, also from the public sector provides for the employer to pay childcare costs where an employee is required to travel for business purposes, or where leave has been cancelled due to workplace requirements

### EXTRACT 1 (EDUCATION)

#### *34. Scheduling of Meetings*

*34.1 To assist teachers to meet their personal responsibilities, where possible, all meetings in the employer are to be scheduled at times that take into account those responsibilities.*

*34.2 The parties agree that subject to the employer's business requirements, managers will accommodate in timetabling, and encourage teachers to observe, one common lunch hour of 60 minutes per week, preferably Wednesdays from 12 noon. Where possible this common lunch hour will be consistent across the relevant campus. This arrangement may be varied by agreement between the parties.*

*34.3 The common lunch hour is designed to provide teachers and students with the opportunity to attend the employer community/professional activities.*

#### *35. Regular Part-time Work and Job Sharing*

*35.1 The parties recognise that Regular Part-time Work and Job Sharing can be an effective means of reconciling the sometimes conflicting demands of a teacher's work and personal commitments. To that end, Regular Part-time Work and Job Sharing are available to teachers on the following basis.*

#### *36. Regular Part-time Work*

*36.1 Teachers who work part-time hours are those whose regular hours of work are less than those of a full-time teacher for that relevant classification over a four-week period.*

*36.2 The employer is committed to providing teachers with opportunities to access part-time work so that they can more easily balance their work and life responsibilities. These responsibilities might include primary responsibility for a pre-school child, care of elderly parents or caring for a family member with a disability.*

*36.3 Proposals for regular part-time employment may be initiated by the Chief Executive for operational reasons or by the teacher for personal reasons.*

36.4 Applications from teachers for part-time work will be considered on the basis of the personal needs of the teacher, taking into consideration operational requirements.

36.5 For teachers returning from maternity or parental leave see Clause 65.2.

36.6 Regular part-time teachers will receive, on a pro-rata basis, equivalent salary and conditions to that of comparable full-time teachers.

#### 37. Approval of Regular Part-time Work

37.1 Part-time teachers must have in their attendance and timetable arrangements an allocation for teaching related duties which is in the same proportion as that for comparable full-time teachers.

37.2 Approval of regular part-time work will include:

(i) the period for which the approval is granted; and

(ii) the attendance arrangements agreed between the teacher and their supervisor including a regular pattern of work specifying the hours worked each day and which days of the week the teacher will attend; and

(iii) the date on which a full-time teacher will revert to full-time hours at the teacher's substantive level where the teacher has been permitted to work part-time for an agreed period unless a further period of part-time employment is agreed and approved.

37.3 The matters specified in Clause 37.2 will not be varied, amended or revoked without consultation with the teacher.

#### 38. Job Sharing

38.1 Job sharing arrangements may be introduced by agreement between the Delegate and the teachers involved, subject to operational requirements. Teachers working under job sharing arrangements share one full-time job and will be considered to be part-time with each teacher working part-time on a regular, continuing basis.

38.2 Full-time teachers or their representatives must request in writing permission to work in a job sharing arrangement. The Delegate will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.

38.3 The pattern of hours for the job sharing arrangement will be agreed between the teachers and the Delegate. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.

38.4 A teacher who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree. In the event that either teacher ceases to participate in the job sharing arrangement, the arrangement will terminate.

#### 39. Vacation Childcare Program

39.1 This clause applies to a teacher with school age children who makes an application for annual leave, purchased leave or long service leave during school holidays that is rejected. In normal circumstances, such application should be made at least one month prior to the proposed commencement of the intended leave. In these circumstances and, subject to variations advised by Chief Minister's Department, the employer will make payment to the teacher for each calendar year based on:

(i) \$20 per day towards the cost of each school child enrolled in an accredited school holiday program;

(ii) up to a maximum of \$100 per child per 5 days;

(iii) up to a maximum of 10 days per child per year;

(iv) up to a maximum of 3 children; and

*(v) reimbursement on production of a receipt.*

*An accredited program is a program approved and/or subsidised by a State, Territory or Local Government.*

*39.2 Temporary teachers will only be eligible for the payment if they will be or have been employed by the employer for a period of at least 12 months.*

*39.3 The payment will apply only on the days when the teacher is at work.*

*39.4 The payment will be made regardless of the length of time the child is in the program each day, but it can not exceed the actual cost incurred.*

*39.5 A teacher whose domestic partner receives a similar benefit from his/her employer is not eligible for the payment.*

#### *40. Family Care Costs*

*40.1 Where a teacher is directed to work outside their regular pattern of work, the Delegate will authorise reimbursement to the teacher by receipt for some or all of the costs of additional family care arrangements.*

#### *41. Nursing Mothers*

*41.1 Teachers who are breastfeeding will be provided with the facilities and support necessary to enable them to combine a continuation of such breastfeeding with their employment.*

*41.2 The parties note that the employer has established and maintains rooms for nursing mothers. Current arrangements will be reviewed subject to need.*

*41.3 Up to one hour paid lactation breaks per day/shift will be available for nursing mothers.*

*41.4 Regular part-time work will be available to nursing mothers returning to work in accordance with Clause 36.5.*

#### *42. Home Based Work*

*42.1 There may be occasions where it is appropriate for a teacher to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case-by-case basis between the teacher and the manager.*

*42.2 Home based work is a voluntary arrangement which requires the agreement of both the employer and the teacher.*

*42.3 When assessing the requirement for home based work, a manager needs to be assured that operational requirements, the effect on students and clients, security, performance monitoring and health and safety factors have been fully satisfied.*

*42.4 Approval for home based work will only be granted in exceptional circumstances.*

## **EXTRACT 2 (PUBLIC SECTOR)**

### *99. Entitlement*

*Employees eligible to receive 12 weeks paid leave under the Maternity Leave (Commonwealth Employees) Act 1973 are entitled to receive an additional two weeks paid leave under this agreement.*

**EXTRACT 3 (PUBLIC SECTOR)***Extra Care Dependent Costs*

45.2. In recognition of dependant care responsibilities, the Regulator or delegate may authorise payment of reasonable expenses arising from additional dependent care arrangements which are necessary because:

- a) the employee is required to travel away from their normal work location for business purposes;
- b) the employee is directed to work additional hours, or to attend a conference or training course outside the employee's regular hours of work; or
- c) other special circumstances exist which the Regulator or delegate considers justifies the payment of reasonable expenses arising from additional dependent care responsibilities.

45.3. Payment of such expenses would be subject to the employee obtaining prior approval from the Regulator or delegate.

*Family assistance*

45.4. The employer will provide family assistance arrangements as follows:

- a) where an employee with school children has leave refused, has approved leave cancelled or is required to return from leave early because of business requirements during school holiday periods, the employer will provide a vacation child care subsidy of up to twenty (20) dollars per child per day.
  - b) employees who are breastfeeding shall be provided with the facilities and support necessary. The employer will provide paid lactation breaks.
- .....

## diversity

While many agreements include a standard clause recognising the importance of diversity in the workplace, very few agreements commit to utilising diversity in a productive way. The following 3 extracts from the education, hospitality and public sectors all recognise the importance of diversity but also provide details of how diversity will be utilised and rewarded.

### EXTRACT 4 (EDUCATION)

#### *11. Diversity in the Workplace*

*11.1 The employer recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The employer aims to ensure that this diversity is used in appropriate teacher contribution to effective decision-making and delivery of client service.*

*11.2 The employer will work with teachers to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. Harassment of any kind will not be tolerated.*

*11.3 Where a discrimination or harassment issue arises, the employer will take quick action to address the issue.*

*11.4 Where appropriate, the employer will seek to increase opportunities for people with a disability to experience work in the public service prior to seeking out more permanent employment in accordance with the ACT Public Service Employment Framework for People with a Disability. In addition, with the implementation of improved job design based on the agreed national competency framework for the public service, increased opportunities for more flexible work arrangements and with better supports available in the workplace, people with a disability will be better supported to maintain their employment as long as they desire.*

### EXTRACT 5 (HOSPITALITY INDUSTRY)

*(c) The Company recognises the additional contribution made by bi-lingual or multi lingual staff that are required by the Company, on a regular basis, to assist in communicating with non-English speaking guests.*

*(d) Subject to an employee receiving notification from the Company indicating that the Company recognises the employee's language skills and wishes to use these skills on a regular basis, an allowance of \$15.00 per week shall be paid in addition to the employee's ordinary wages. The payment of the language allowance will be at the sole discretion of the Company.*

**EXTRACT 6 (PUBLIC SECTOR)***Indigenous Australian employee issues**7. Introduction*

*The Tribunal recognises and values the unique knowledge and skills that Indigenous Australian employees contribute to an organisation whose primary role is to deal with Indigenous issues on a daily basis.*

*8. Commitment*

*To ensure that the knowledge and skills of Indigenous Australian employees are recognised and valued, the Tribunal is committed to:*

- the continued recruitment, development and retention of Indigenous Australian employees*
  - the development of strategies aimed at utilising this unique knowledge and skill*
  - the identification and redress of specific workplace issues or needs that affect Indigenous Australian employees.*
-

## apprenticeships and training

This quarter sees a number of agreements from the manufacturing sector that have addressed the issue of skill shortages by improving access to training and apprenticeships. Extract 7 recognises the contribution of apprentices to the organisation by paying them at higher rates than the national standards and providing a comprehensive rotational system to expose apprentices to all facets of the company's operation. The agreement also commits to improved training for all staff in quality assurance processes.

Extract 8 encourages existing employees to take on apprenticeships to build their skills. The agreement commits to recognising the skills and knowledge already gained in the workplace through the apprenticeship program.

Extract 9 commits to providing on-the-job training for workers to improve the range of their skills. The employer also provides generous support for workers undertaking additional training and education of relevance to the company's operations.

### EXTRACT 7 (MANUFACTURING INDUSTRY)

#### 7.10 Apprentices

*This agreement includes pay rates for Apprentices, which are based on the employer's EBA trades rates (clause 23), and are in recognition of the value of training, and of the contribution. made to the business by Apprentices.*

*First year Apprentices will be paid a gross rate of wage at 35% of the base rate of a C1OP Tradesman. Second year Apprentices will be paid at the rate of 45% of the C 1 OP rate. Third year Apprentices will be paid at the rate of 61% of the C 1 OP rate, and Fourth year Apprentices will be paid at the rate of 71 % of the C I OP rate.*

*Rotation amongst sites in the Newcastle area, and amongst facets of the operation at other sites, will be part of the process of building experience during the apprenticeships. These rotations will be typically in the order of 6 monthly cycles, with January and July being the new start dates for rotations*

#### 12.0 QUALITY ASSURANCE AND IMPROVEMENT

##### 12.1 Quality Accreditation

*The Company has achieved quality accreditation to ISO 9001. It is committed to upholding the standard of quality assurance and by the process of review (ref: Clause 6 Consultative Procedure) improving on the quality procedures and processes.*

##### 12.2 Awareness, Training and Results

*Quality awareness training will continue for permanent and casual employees with the aim of enlisting involvement in the work procedures and participation in the improvement process.*

*All employees including supervisors, technical staff and management are to deliver on the quality requirements of the Company.*

#### 15.0 TRAINING

##### 15.1 Commitment

*The Company is committed to a training program as detailed in the quality assurance procedures. Training will firstly focus on risk assessment for safety and the environment as part of the quality assurance process. Where there is an agreed need for training to enhance skills and abilities, and the financial resources are in place to fund this training, it will be available at the Company's expense.*

*The Company also has a commitment to the introduction of Apprentices in the traditional trades, and will be upgrading the mode and operation of the training of these Apprentices during the life of this agreement. In addition, it is the preferred approach by the Company, to promote skilled trade's people into the roles of Technical Officers and Estimators, where the required training has been completed, and those roles become available.*

#### **EXTRACT 8 (MANUFACTURING INDUSTRY)**

##### *5.6.2. Existing Employees*

*Existing employees may participate in apprenticeships and traineeships. An existing employee shall be required to serve a probationary period in accordance with the Vocational Education, Training and Employment Act 2000 (QLD), as amended from time to time. However, they shall be entitled to reinstatement in their previous position in circumstances provided by Section 60 of the Training and Employment Act 2000, as amended from time to time. Existing employees who have been employed by the Company in a calling, or classification, relevant to the apprenticeship or traineeship for at least three months on a full-time basis or six months on a regular and ongoing part-time or casual basis immediately prior to becoming an apprentice or trainee with that Company shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee:*

*Provided that existing employees who were casually engaged prior to becoming employed as a full-time or part-time apprentice or trainee shall not be entitled to retain their casual loading.*

*An existing employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship. Existing employees, whose apprenticeship or traineeship is completed and subsequently remain in their Company's employ, shall revert to employment at least equal in status to the classification held prior to the commencement of their apprenticeship or traineeship.*

##### *5.6.3. Apprentice Travel & Block Release*

*Apprentices required to travel out of the Mackay Region to complete authorized block release training not available in Mackay, will receive the following payments:*

*An allowance for accommodation and meals of \$70 per day, to a maximum of 5 days per week (\$350)*

*Reimbursement of fuel to travel (for one return trip per block release) on the production of suitable receipts.*

*No travel time will be paid.*

*Reimbursement of course costs will be made upon successful completion of the course.*

## EXTRACT 9 (MANUFACTURING INDUSTRY)

## 12 TRAINING

*The Company is committed to provide appropriate employee training to increase workforce flexibility in accordance with the employees, the business and the industry. Subject to the requirement that any training contemplated by this clause does not include training which does not pertain to the employment relationship and, all parties agree that:*

*a) employees agree to undertake training if requested by the Company and to actively participate in the training of other employees if special skill or knowledge is held;*

*b) training will generally be in accordance with the Company's established procedures;*

*c) where the Company requires employees to attend a training course;*

- the Company will pay for the course;*

- if the training is completed during an employees normal working hours, the Company will pay for these hours.*

- Training is training and travel time.*

- if the training is completed outside an employee's normal working hours, the Company will pay*

*for the course and will pay the employee's ordinary rate of pay for the duration of the course.*

- Training held on weekends will be paid at normal time, or a day off given in lieu at the Company's*

*discretion. Days in lieu must be approved prior to the training being conducted.*

*d) The Company shall assist employees who elect to undertake additional training and education, which in the Company's view is of particular relevance to its operation and to the skill development of the employee. Any such training shall be conducted on the employee's time outside of work hours unless prior agreement has been granted by the Company.*

*Provided that arrangements between the employee and the Company are agreed in advance of any training being undertaken the Company shall reimburse employees for the costs of such as payments for course text books and course fees.*

*As safety is a major priority, Komatsu will ensure all employees have the opportunity to be trained in areas such as working at heights, isolation, forklift, crane and first aid. A training matrix will be developed and maintained with the intension of providing the same standard of safety training for all employees.*

*A proposed training plan will be provided and updated on a quarterly basis and will be reviewed at the quarterly committee meetings. (Attachment 1)*

## performance management

As discussed in section 2 of this report, *High performance HRM in workplace bargaining*, performance management is crucial in creating a high performance workplace. While some workplaces utilize performance management effectively to motivate and reward their workers, other employers use performance management in a negative way to punish employees rather than reward. This approach does not lead to a high trust workplace.

Extract 9, from the public sector emphasizes the importance of performance monitoring for the organization in achieving its strategic and operational outcomes. This extract also notes that employees' performance will be recognised through both financial and non-financial rewards.

In contrast, extract 10 from the retail industry provides for performance reviews but explicitly states that such reviews will not oblige the employer to increase wages. This form of performance management is likely to cause wariness and mistrust amongst employees as it does not aim to reward positive performance.

### EXTRACT 9 (PUBLIC SECTOR)

#### *31. Performance management*

*The parties to this Agreement recognise and commit to the importance of effective performance management (PM) because it:*

- *assists the Tribunal to achieve its strategic and operational objectives*
- *recognises the contributions made by employees in meeting those objectives*
- *aids in the identification of employee development needs*
- *will be used to ensure those needs are met.*

*In order to improve PM, the Registrar is committed to:*

- *providing feedback to employees about their performance*
- *educating and training employees and supervisors in managing the program effectively.*

#### *33. Reward and recognition program*

*The Reward and Recognition Program as outlined in the Employee Handbook will offer a range of non - salary options, providing an incentive for rewarding individuals who exceed performance standards beyond normal salary advancement provisions.*

**EXTRACT 10 (RETAIL INDUSTRY)***12.4 Performance Reviews*

*The employer conducts periodic reviews of your performance. The conduct of such a review will not impose an obligation on the employer to increase your Wage Rate.*

*12.5 Pay Reviews*

*The employer may, at any time, elect to increase your Wage Rate, and any allowances or other benefits. Any such change will be confirmed in writing, and will take into account relevant factors including:*

- (a) Your performance and behaviour;*
  - (b) The employer's operational requirements;*
  - (c) Prevailing market conditions both generally and relating to remuneration for your position; and*
  - (d) Such other matters as may be outlined in the employer's Policies.*
- .....

## communication mechanisms

Communication and consultaion are ways of achieving a high trust workplace, as discussed in section 2 of this report, *High performance HRM in workplace bargaining*. Extract 11, from the manufacturing sector, provides a comprehensive list of all forms of consultation in the workplace, including consultative groups, working parties, and the occupational health and safety committee. The extract provides details on how each of these groups will operate and interact.

Extract 12, also from manufacturing aims to improve communication at all levels of the workplace by encouraging teamwork and encouraging individuals to take greater responsibility for all their work. The agreement ensures that management will work cooperatively with workers to introduce new technology as required.

### EXTRACT 11 (MANUFACTURING INDUSTRY)

#### 6.0 CONSULTATIVE PROCEDURE

##### 6.1 Consultative Groups & Working Party

*Each site shall form a "Consultative Group" for the purposes of discussing matters other than those covered by the Occupational Health & Safety Committees that -may arise from time to time. The Consultative Groups comprising management and shop floor representatives to be elected by the Shop Floor (maximum of 4) should meet approximately monthly to ensure that issues of significance to both parties relating to the working conditions and productivity at each site are the subject of a consultative process.*

*A separate "Working Party" comprised of one employee representative from each site participating in this agreement, will meet quarterly to be updated on, and address issues including but not limited to, Apprenticeships, Training, Skills shortages, Freedom of movement amongst sites, Employees working away from home sites, future Enterprise Agreements, Work - Practices, etc.*

##### 6.2 Meetings of Consultative Group

*The agenda, responsibilities and guidelines for operation of the Consultative Groups are to be documented, and any changes are subject to approval by the Group. Minutes of the meetings shall be kept and distributed to the workforce.*

##### 6.3 Occupational Health and Safety Committee

*The respective site OH&S committees will convene on a monthly basis separate from the Consultative Group to ensure a maximum focus on Safety issues. The committees will be formed under the relevant legislative guidelines, and minutes . will be maintained and circulated to the site workforces.*

##### 6.4 Safety and Workers Compensation

*The respective branch OH&S Committees in consultation with the Branch Manager and Group General Manager, will set Accident and Lost Time Incident (LTI) targets during June of each year for the following July - June financial year. These targets will aim for no less than a 25% improvement over the previous year in Ship Repair sites, and 20% improvement in Machine Shop safety performance. Those sites with*

*poor workplace accident histories will be required to aim for a much higher rate of reduction in (i) incidence of all injuries and accidents, (ii) Lost Time Incidents, and (iii) the duration of time lost by employees incurring an injury.*

*The achievement of the improvement targets in (i), (ii) & (iii) above, will see an increase in superannuation contribution by the Company (see Clause 8.2).*

#### **EXTRACT 12 (MANUFACTURING INDUSTRY)**

##### **10 BEST PRACTICE INITIATIVES**

*To achieve best practice, it is recognised by all parties, the need to continue and build on our commitment to a consultative and participative approach in the implementation of Best Practice Initiatives and in particular through the following strategies:*

- a) follow standard operating procedures and instructions and assist in the ongoing improvements to the quality system;*
- b) take responsibility for ensuring the quality of their own work;*
- c) participate in improvement activities as required;*
- d) a commitment to reducing re-work costs and the number of non-conformances raised;*
- e) recognition by all parties that satisfying the customer is of the utmost importance to the ongoing success of the business, this includes internal customers and colleagues;*
- 1) to develop a team based culture within the Company where individuals and teams accept responsibility for the output of their work area;*
- g) the ultimate aim is for devolution of work responsibility where individuals and teams accept accountability for all issues relevant to their job role including such things as safety, planning, quality, cost and timing of issues to get the job done;*
- h) commitment and acceptance of the need for the introduction of technology at all levels that may contribute to improved efficiencies or improved levels of service and professionalism. This will include such things as greater use of computers, diagnostic equipment, electronic costing and time sheet systems, etc.*

## staff assistance schemes

A number of agreements in this quarter have recognised that with tight labour markets and high levels of stress in the workplace, employers have an obligation to provide workers with extra support. Extracts 13 and 14 from the health and public service respectively provide workers with counselling and other mental health services as necessary.

### EXTRACT 13 (HEALTH SERVICES)

#### *Clause 16 - EMPLOYEE ASSISTANCE PROGRAM (EAP)*

*16.1 The employer recognises it has a responsibility to protect both the physical and psychological health of its employees. The employer endorses the EAP as a strategy that may assist to preserve or restore the physiological and psychological well being of employees, by supporting broad based staff counselling together with preventative policies and services, which help to develop work environments that promote employee health and healthy behaviours.*

*16.2 The objectives of the EAP are to:*

- a. Encourage early intervention and to resolve problems, which may adversely affect an employee's work performance, health and/or well-being;*
- b. Assist employees by providing preliminary counselling and referral to a range of counselling and support services;*
- c. Assist in the development of a work environment that fosters healthy behaviour by the employee;*
- d. Enable employees to discuss their problems with a counsellor, so that together they can develop a course of action to overcome personal difficulties;*
- e. Assist in the resolution of issues so that the employer and its employees may benefit from:*
  - Increased productivity;*
  - Improved employee morale;*
  - Reduce absenteeism and sickness;*
  - Reduce accidents and incidents;*
  - Reduced internal friction and conflict;*
- f. Provide an effective framework for workplace health promotion and preventative services;*
- g. Provide managers with strategies to deal with employees who, as a result of personal or work related problems, may be working at an unsatisfactory level.*

*16.3 The employer is committed to the provision of an EAP and acknowledges that it is a shared initiative between employees and management.*

*16.4 the employer acknowledges that confidentiality is a central issue to the success of an EAP and that a breach of trust may destroy the credibility of the entire program.*

*16.5 The employer supports the in-house coordination of its EAP by the Human Resources Department.*

**EXTRACT 14 (PUBLIC SERVICE)**

*45. Staff Assistance Schemes*

*Staff Assistance Program*

*45.1. The employer will provide employees and their immediate families with reasonable access to a confidential, professional counselling service at no cost and consistent with the employer's policy and guidelines.*

# 4 technical notes

## method for calculating average annual percentage wage increases (AAWI) per agreement

The total wage increase granted over the life of the agreement is divided by the number of months for which the enterprise agreement operates. This figure is then multiplied by twelve to generate an estimate of what the increase would be over a twelve month (annual) period. Estimates of average wage increases are calculated for those agreements that provide for a quantifiable wage increase. Not all agreements provide sufficient information to calculate annual wage increases embodied in them. The majority, however, report either what the rate of increase is or provide sufficient information to calculate it. Flat dollar increases are converted to a percentage by either: a) using the weekly rate of pay that applied prior to the new rates under the new agreement to calculate the equivalent percentage amount, or b) contacting the employer party to the agreement (AWAs excepted). Other non-quantifiable wage increases within an agreement, such as those that rely on award increases, inflationary (CPI) movements, or individual staff appraisals to determine quantum wage increases, are not included in these calculations. Where different quantum wage increases are given for different groups of workers within the same agreement, an average quantum wage increase is calculated and used. Workplace Research Centre (WRC) also uses a simple rather than compound percentage wage increase.

The wage increases are those that affect ordinary weekly earnings (base rates of pay). AAWI figures do not include payments in addition to base rates (such as overtime, bonus payments, one-off annualisation of salaries, performance pay, profit-sharing, allowances etc). Wage agreements whose average percentage increase could not be quantified (eg, those introducing a new salary structure) are also excluded from these estimates.

Due to delays in the registration process, some agreements will only run officially for a couple of months. Where it is apparent that the official duration of the agreement is unduly short (ie. less than 9 months), such agreements are excluded from the calculations so as not to artificially raise the estimate of average annual increases contained in all agreements.

## Sample

As at August 2007, the ADAM Database has information on 16,702 registered enterprise (collective) agreements from the Federal and State jurisdictions as follows:

Federal (9,507), NSW (2,265), SA (1085), Queensland (2,521), WA (1,324).

## report written by

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## special issue written by

Larissa Bamberry

## about the ADAM Database

Since 1993, **WRC** has maintained the Agreements Database and Monitor (ADAM), Australia's most comprehensive and authoritative database of enterprise agreements. With detailed up-to-date information on over 16,000 federal and state enterprise agreements and over 1,200 federal AWAs, ADAM is an invaluable resource that is frequently used by IR/HR practitioners, economic analysts, researchers, policy makers, and academics. Information from the ADAM Database is available in two ways:

1. annual subscription, delivered quarterly of the *ADAM Report*
2. customised 'ADAM Special Reports' which are fee for service reports tailored to your information needs.

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## about WRC, University of Sydney

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