



**WORKPLACE  
RESEARCH CENTRE**  
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# ADAM

r e p o r t

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**The University of Sydney**

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# 1 wage trends

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## wage increases in September quarter 2006 agreements

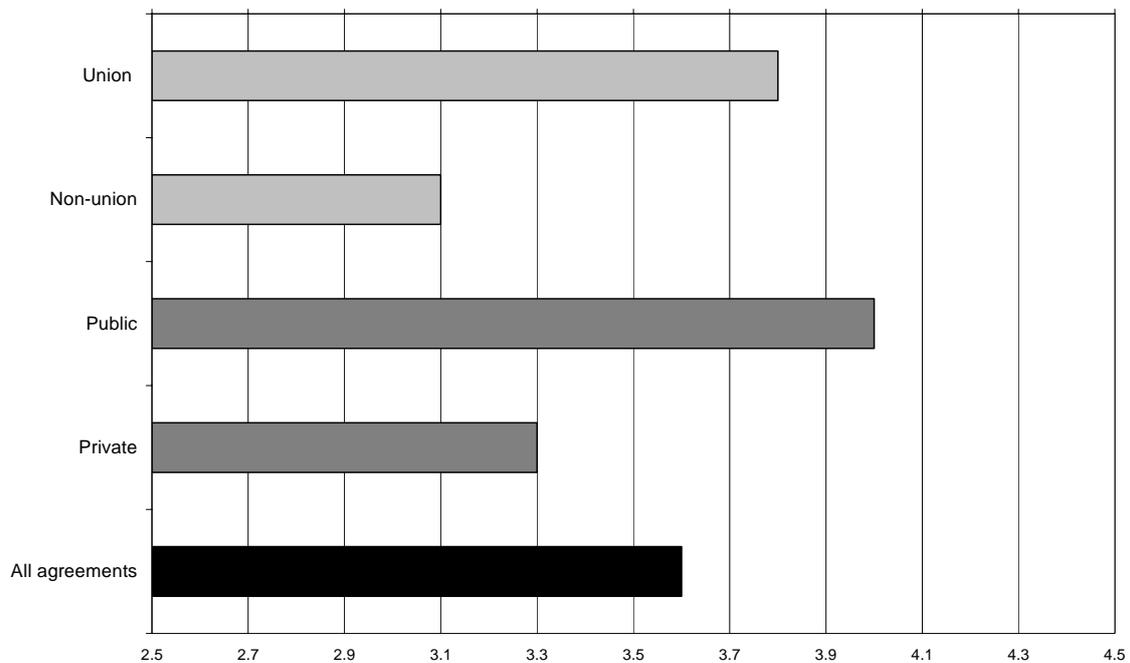
This report examines agreements lodged or registered during the September 2006 quarter. The Office of the Employment Advocate (OEA) advises that 1483 collective agreements were lodged in the September quarter, more than twice as many agreements as were lodged during the first quarter of operation of the new *Work Choices* legislation. Within the State jurisdictions, very few agreements were lodged, and most of these covered public sector entities.

Due to delays in the availability of agreements and the increased processing time required for agreements in portable document format (pdf) a sample of only 100 agreements has been selected for the September quarter analysis. All care has been taken to ensure that the sample allows for statistically valid analysis at the disaggregated level.

A distinctive feature of the agreements analysed in the September quarter is the drop in the proportion of non-union agreements that specify a wage increase. Across all agreements in the database, 82% of union agreements and 56% of non-union agreements specify wage increases. Amongst the September quarter agreements the proportion of union agreements specifying a wage increase remains high (95%) but amongst non-union agreements only 36% specify a wage increase.

In the September quarter, the average annual wage increase across all agreements was 3.6%, down from 3.9% in the June quarter. Union agreements (3.8%) continue to provide stronger wage outcomes than non-union agreements (3.1%), while public sector agreements (4.0%) are performing more strongly than private sector agreements (3.3%).

**figure 1.1:** September 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 September 2006 quarter agreements

Only seven agreements qualified as high wage outcome agreements (that is agreements with average annual wage increases of 5% or more) this quarter. High wage outcome agreements continue to reflect skill shortages in the economy with agreements from aged care, education and mining figuring more prominently, and few explicit trade-offs for the high wage outcome.

The first agreement, covering public sector maintenance workers requires employees to work a 40 hour week, and recognises the higher standard of work expected of these employees as a trade-off for 5.5% increases per annum.

An agreement covering marine engineers, providing services to the oil and gas industries, provides 5.4% per annum reflecting increases generally across the resources sector. The agreement provides for the introduction of performance management systems, but also creates a mechanism to ensure adequate staffing for performance and safety.

A third agreement, from the aged care sector, sees increases of 5.33% per annum as compensation for the removal of a standard allowance and the reduction in penalty and shift rates over certain periods.

An agreement, from the education sector provides 5.3% per annum, with no apparent trade-offs. The agreement supports workers by establishing new workload management systems and providing mechanisms for the conversion of casual staff to permanency.

Two of the high wage outcome agreements cover employees within lobby groups or representative organisations in this quarter. One of these agreements provides for the introduction of performance development and management, and the right to remove penalties during peak periods, but it also provides increased training support and the commuting of the Christmas closedown period into leave to be taken at other times during the year. The second agreement provides average annual increases of 5% with no apparent trade-offs, suggesting that the increase may reflect pay increases amongst the constituent workforce during the past twelve months.

The final high wage outcome agreement is a 12 month union greenfield agreement from the mining sector. The 5% wage increase reflects the boom in the resources sector and the increased demand for skilled tradespersons in this industry.

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

Industry (AAWI)	Key Provisions
<b>Public sector-</b> (AAWI 5.5%)	<ul style="list-style-type: none"> <li>• This union agreement provides a total increase of 11% over 24 months.</li> <li>• Employees work a 40 hour week</li> <li>• The agreement recognises a unique working environment and the requirement for higher standards of presentation</li> <li>• Other provisions include paid parental leave, flex time, purchased leave and other flexibilities for workers.</li> </ul>
<b>Services to oil and gas</b> (AAWI 5.4%)	<ul style="list-style-type: none"> <li>• This union agreement provides 18% increases over 40 months</li> <li>• Allows for the introduction of performance management systems</li> <li>• Ensures adequate staffing for performance and safety.</li> </ul>
<b>Aged Care</b> (AAWI 5.3%)	<ul style="list-style-type: none"> <li>• A 36 month union agreement which provides a total of 16% in three increases.</li> <li>• Removal of uniform allowance</li> <li>• Removal of penalty rates for work between 7:00 am and 6:00 pm</li> <li>• Shift rates for work between 6:00 pm and 7:00 consolidated to a flat 117.5% rate. Previously night shifts had been 115% with Saturday night shift rate of 150% and Sunday night shift rate of 175%</li> </ul>
<b>Education</b> (AAWI 5.3%)	<ul style="list-style-type: none"> <li>• This 34 month union agreement provides 15% over 6 installments.</li> <li>• The agreement provides for a job evaluation process and introduction of new classifications.</li> <li>• AWAs may be negotiated with individuals.</li> <li>• Introduces performance management and performance bonuses for all staff</li> <li>• Provides a mechanism for managing excessive workloads</li> </ul>
<b>Lobby Group/ representative organisation</b> (AAWI 5%)	<ul style="list-style-type: none"> <li>• This 36 month union agreement provides for a 15% increase over three installments.</li> <li>• Introduces performance and development management</li> <li>• Increased support for employee training</li> <li>• Christmas closedown leave may be taken at an alternative period</li> <li>• During peak periods such as a federal election, ordinary hours may be worked Monday to Sunday from 6:00 am to 7:00 pm.</li> </ul>

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**Lobby Group/  
representative  
organisation**  
(AAWI 5%)

- This non-union agreement provides 15% in six installments over 36 months.
- No apparent trade offs in hours, leave, or allowances
- Employees entitled to 12 weeks paid maternity leave
- Increases may reflect higher than average wage increases within the constituent occupational group (tradespersons) during the past 12 months

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**Mining**  
(AAWI 5%)

- This 12 month union greenfield agreements provides for a 5% increase at the conclusion of the term of the agreement
- The agreement covers a broad range of trades staff working in remote locations within Victoria.
- No apparent trade offs in hours, leave, or allowances
- Agreement may reflect general increases in the resources sector over the past twelve months.

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

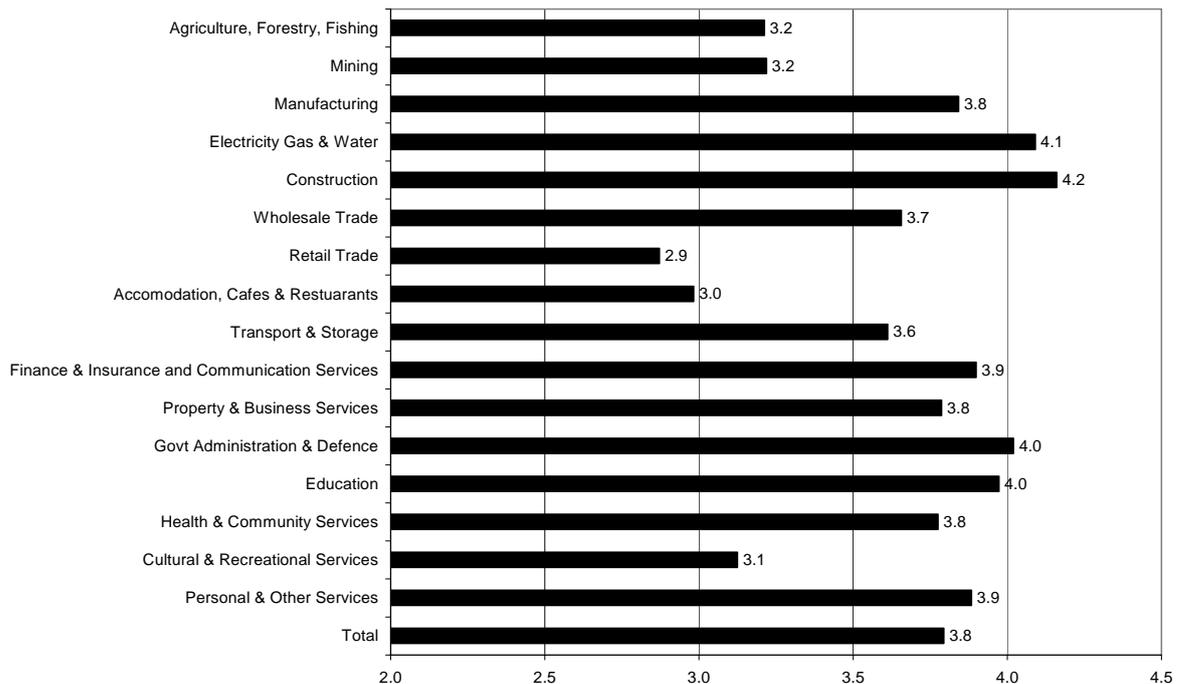
Note: High wage agreements are defined as those delivering an AAWI of 5% or above.

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## wage outcomes in current collective agreements

There are 2222 currently operating agreements in the ADAM database as at 30 September 2006. Across all industries the average annual wage increase for currently operating agreements was 3.8%. 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 (4.1%) and government administration and defence (4.0%) produced the strongest results. Retail trade (2.9%) has produced the lowest rates with accommodation, cafés and restaurants (3.0%) and 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 September 2006, WRC, University of Sydney.

# 2 special issue

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## employer greenfield agreements

The federal government's *Work Choices* website advises that a greenfield agreement "is an agreement in relation to a new project, business or undertaking an employer is proposing to establish" (DEWR, 2006a). In human resource and industrial relations literature a greenfield site is understood to be a site whose main purpose is to introduce innovations, whether these be in terms of managerial philosophy, location and layout, organisation of work, new employees or union membership (Baird, 2001).

Prior to the introduction of *Work Choices*, greenfield agreements represented approximately 5% of all registered agreements (DEWR, 2006b, 2006c). These agreements were negotiated between an employer and a union prior to the employment of any staff to the new site. The *Work Choices* legislation introduced a new type of greenfield agreement, the employer greenfield agreements. An employer greenfield agreement must be prepared by the employer and lodged with the Office of the Employment Advocate before the employment of any staff necessary for the operation of the business who will be covered by the agreement (DEWR, 2006a).

During the first quarter of operation of the *Work Choices* legislation 17% of all agreements lodged were greenfield agreements, with 11% employer greenfield agreements and 6% union greenfield agreements. In the September quarter 12% of agreements lodged were greenfield agreements, 8% of these were employer greenfield, while 4% were union greenfield agreements (OEA, 2006a, 2006b).

These figures suggest that greenfield agreements are a field of significant change in the industrial relations landscape under *Work Choices*. This report examines a sample of 47 agreements which represents 24% of all employer greenfield agreements lodged with the OEA until the end of September.

## industry distribution of employer greenfield agreements

Employer greenfield agreements appear to be over-represented within the industries of construction (23% of greenfield agreements compared to 11% of all currently operating agreements within the database), accommodation, cafes and restaurants (15% of greenfield agreements compared to 3.2% of all currently operating agreements within the database), retail (15% of greenfield agreements compared to 6% of all currently operating agreements within the database), and property and business services (15% of greenfield agreements compared to 8% of all currently operating agreements within the database).

While construction is a relatively highly unionised industry segment, where the use of employer greenfield agreements could be considered a strategy to reduce union influence, accommodation, cafes and restaurants, retail and property and business services are less heavily unionised and therefore employers in these sectors are less likely to utilise such a strategy for this purpose.

**figure 2.1 :industry distribution of employer greenfields and currently operating agreements**

Industry	Proportion of Employer Greenfield agreements	Proportion of all current agreements
Accommodation, Cafes and Restaurants	15%	3%
Agriculture, Forestry and Fishing	2%	2%
Construction	23%	11%
Cultural and Recreational Services	0%	3%
Education	2%	3%
Electricity, Gas and Water Supply	2%	2%
Finance and Insurance	4%	1%
Government Administration and Defence	0%	5%
Health and Community Services	4%	11%
Manufacturing	6%	15%
Mining	6%	5%
Personal and Other Services	2%	3%
Property and Business Services	15%	8%
Retail Trade	15%	6%
Transport and Storage	2%	6%
Wholesale Trade	2%	3%
Industry not stated	0%	10%

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

It is notable that the health and community services sector and manufacturing sector are relatively under-represented amongst greenfield agreements, while government administration and defence are not represented at all.

## objectives of agreements

Many employer greenfield agreements attempt to make explicit their objectives in lodging an employer greenfield agreement. Within our sample of 47 agreements 20 (42%) provide a statement of objectives. These range from the most straightforward objective of developing a dispute-free work site as in extracts one and two from agreements in the construction industry to the more detailed objective in extract three from an agreement covering the provision of health services. The latter extract encompasses not only the employment relationship but the broader needs of the local community.

### EXTRACT 1 (CONSTRUCTION INDUSTRY)

#### 2.0 ADMINISTRATION OF AGREEMENT

##### 2 1 OBJECTIVES OF AGREEMENT

*The fundamental objective of this Agreement is to create a framework consistent with the intent of the Parties to each of the following goals for the Company's Works on the Project:*

- *To respect and care for the environment in which we work; and*
- *The avoidance of industrial action by following at all times the agreed disputes resolution procedures so as to develop a dispute free work site culture.*

### EXTRACT 2 (CONSTRUCTION INDUSTRY)

#### 1.7 Objectives of Agreement

*The fundamental objective of this Agreement is to create a framework in which to achieve the following goals during work on the Project.*

*A safe and healthy work site.*

*Effective employee relations which deliver positive benefits to all participants in the Project.*

*Flexible rosters and working patterns to take into account the changing needs of the Project.*

*Excellent quality, value and productivity.*

*Environmental and cultural heritage awareness and compliance amongst all employees.*

**EXTRACT 3 (HEALTH SERVICES INDUSTRY)****4. INTENT**

*This Agreement is a Greenfields Employer Agreement made by the Employer under Part 8 Division 2 section 330 of the Workplace Relations Act 1996. ("the Act"). The Employer has established the business to meet an acute community need. The agreement is founded on the basis of equity and fair mindedness to both the Employer and the Employees. In abiding by the terms of the agreement each party is extending to the other party a fair go.*

*Fundamental to this agreement is the concept that the skills, integrity and genuine commitment of the Employee to patient care are more representative of the true value of the Employee than the time of the day or the day of the week in which the work is performed. It is on this basis that the shift or weekend penalties that would have been paid to individual employees under the terms of this agreement have in fact been pooled and distributed amongst all employees on a pro rata basis to the actual hours worked by each employee irrespective of when the work is performed.*

*The Clerical and Administrative Employees (State) Award (Code135) of The Industrial Relations Commission of New South Wales is the Award that would have applied had a Greenfields Employer Agreement not been lodged with the Office of The Employment Advocate ( "OEA")*

**CLAUSE 4 OBJECTIVES OF THE AGREEMENT**

*4.1 The agreement is not conditional to the achievement of the below stated objectives but this in itself should not diminish the parties' aims to achieve these objectives:*

- for the Employees to receive just rewards for their efforts,*
- to provide job security and satisfaction through meaningful employment,*
- to create lines of communication that are kept constantly open,*
- to be secure in the knowledge that each person whoever he or she may be has a fundamental right to self respect,*
- to ensure that there will be no discrimination in any form in an establishment where workplace bullying and/or harassment are taboo,*
- to help to bring about unity and maintain a harmonious relationship through the constant reminder that each one's prosperity is an integral part of the other,*
- to minimise absenteeism and lost time through injury by the implementation of work practices that contribute towards a safer place in which to work,*
- to remove all perceived barriers to improvement in performance issues such as quality, technology, and patient service,*
- to document the working arrangements in respect to minimum wages and conditions on commencement of employment,*
- to keep the employees continuously mindful of some of the main objectives of the Clinic which include:*
  - to provide consistent access for the community ( including the tourists) to after hours GP services while using the limited available GP resource in the most efficient way possible,*

- to provide patients who would normally have been triaged as category four or five in the Hospital Emergency Department to have a choice to attend the after hours clinic with the view to receiving treatment in a shorter period of time,
- to provide patients with an option to see a GP without feeling the guilt of calling them out after hours,
- to alleviate the "on call" pressures on GP's practicing in the District by streamlining the on call demands and channeling the service through to the Medical Practitioner/s on duty at the after hours clinic,
- to ensure effective triage occurs and where appropriate patients are referred to the Hospital's Emergency Department with the least possible delay,
- to provide a much needed service to the local community.

### relationship of agreement to parent award

A significant function of employer greenfields agreements appears to be the eradication of protected award provisions, with 32 employer greenfields agreements (68%) excluding a parent award, totally replacing a parent award or excluding protected award provisions. Twelve of the 47 agreements (26%) do not identify a relationship with a parent award. Only one agreement incorporated the award and only two specified that the agreement should be read in conjunction with an award.

This is very different to the situation concerning all currently operating agreements in the database. Only 3% of agreements explicitly exclude award provisions. Of all currently operating agreements 11% do not identify a relationship with a parent award, 21% specify that the agreement totally replaces the award while 71% of currently operating agreements specify that the agreement should be read in conjunction with a parent award (note these figures may add up to more than 100% as the database allows for a one-to-many relationship between agreements and awards).

The following extract from an agreement in the construction industry demonstrates the standard approach used in many greenfield agreements to clarify the status of the agreement within the legislative framework created by *Work Choices*.

#### EXTRACT 4 (CONSTRUCTION INDUSTRY)

*This Agreement shall stand alone and no other collective agreement, award, pre-reform certified agreement, preserved state agreement or notional agreement preserving the state awards shall have any effect in relation to employees covered by this Agreement while this Agreement is in operation.*

*d) To avoid doubt the provisions of the NSW Building and Construction Industry Long Service payments Act 1986, the Occupational Health and Safety Act 2000 and the Workplace Injury Management and Workers Compensation Act 1998 as amended from time to time, shall have full effect and nothing in this Agreement shall operate to vary or exclude the operation of those Acts.*

*e) If but for this Agreement an award or notional agreement preserving state awards would apply to the employment of employees covered by this Agreement, then those terms of the award or notional agreement preserving state awards, as in force from time to time, that are about or incidental to, or that are machinery provisions in respect of, any of the following matters:*

- Rest breaks;*
  - Incentive based payments and bonuses;*
  - Annual leave loadings;*
  - Observance of public holidays or payment in respect of those days;*
  - Days to be substituted for public holidays;*
  - Monetary allowances for;*
  - Expenses incurred in the course of employment; or*
  - Responsibilities or skills that are not taken into account in rates of pay for employees;*
- or*
- Disabilities associated with the performance of work in particular conditions or locations;*
  - Loadings for overtime or shift work;*
  - Penalty rates; and*
  - Outworker conditions; and*
  - Any other protected allowable award matters prescribed by the Workplace Relations Regulations 2006 are expressly excluded and have no effect in relation to the employees' employment.*

## wages and wage increases

Forty of the 47 employer greenfield agreements analysed included a schedule of wage rates for all employees. Only 12 of the employer greenfield agreements specified a wage increase. A further 12 agreements noted that wage increases would be as per changes in the award or as per decisions of the Australian Fair Pay Commission. One agreement specified that wage increases would be provided in line with changes in the consumer price index (CPI). Amongst those agreements that specified a wage increase, the average annual wage increase was only 2.5%, compared to 3.5% for all currently operating agreements. Table 2.2 summarises the access to wage rates and wage increases for employer greenfield agreements compared to all currently operating agreements within the database.

**figure 2.2 : wages provisions in employer greenfield and currently operating agreements**

<b>Wages status</b>	<b>Proportion of Employer Greenfield agreements</b>	<b>Proportion of all current agreements</b>
Provides wages schedule	85%	75%
Specifies a wage increase	25%	69%
Wages as per award/ decisions of the AFPC	23%	10%

Wages linked to CPI	2%	9%
AAWI in agreements with wage increases	2.5%	3.5%

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

## hours of work and overtime provisions

Employer greenfield agreements appear to have a strong focus on hours of work. Just under three in four (72%) of employer greenfield agreements included a clause on the ordinary weekly hours, compared to 46% of all currently operating agreements. Amongst employer greenfield agreements, 36% provided for ordinary work days, compared to 32% of currently operating agreements. A higher proportion of employer greenfield agreements (43%) than currently operating agreements (38%) also specified a span of hours in which ordinary hours can be worked. The average span of hours amongst employer greenfield agreements was 14 hours per day, compared to 13 hours per day amongst currently operating agreements.

**figure 2.3 : hours provisions in employer greenfield and currently operating agreements**

Hours provisions	Proportion of Employer Greenfield agreements	Proportion of all current agreements
Ordinary weekly hours provision	72%	46%
Ordinary work days provision	36%	32%
Span of ordinary hours specified	43%	38%
Average span of ordinary hours	14 hours	13 hours
Paid overtime provision	61%	39%
Performance of reasonable overtime	60%	23%

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

Overtime provisions are also more common amongst employer greenfields agreements than amongst all currently operating agreements, with 61% of employer greenfield agreements specifying paid overtime compared to 39% of all agreements. However 60% of employer greenfields agreements specified that employees would be expected to work reasonable overtime compared to 23% of all currently operating agreements.

## conclusion

The increase in the number of greenfields agreements since the introduction of *Work Choices*, and in particular the take-up rate of employer greenfield agreements during the first two quarters of the operation of the legislation suggest that this type of agreement may be a scene of major change within the industrial relations landscape in Australia.

This initial analysis of the trends in employer greenfield agreements has shown that there are significant differences in the way that employer greenfield agreements relate to parent awards, and in their provision of wages, hours of work and overtime compared to all currently operating agreements. Given these findings it will be important to continue

monitoring the impact of employer greenfield agreements on agreement making under *Work Choices*.

## references

- Baird, M. (2001). Greenfield Sites: Purpose, Potential and Pitfalls. *Asia Pacific Journal of Human Resources*, 39(2), 66-82.
- DEWR. (2006a). *Workchoices and Greenfields Agreements*, Fact Sheet 28, from [www.workchoices.gov.au/](http://www.workchoices.gov.au/)
- DEWR. (2006b). *Trends in Federal Enterprise Bargaining June Quarter*, from <http://www.workplace.gov.au/workplace/Category/ResearchStats/Agreement/TrendsInFederalEnterpriseBargaining.htm>
- DEWR. (2006c). *Trends in Federal Enterprise Bargaining September Quarter*, from <http://www.workplace.gov.au/workplace/Category/ResearchStats/Agreement/TrendsInFederalEnterpriseBargaining.htm>
- OEA. (2006a). *Fact Sheet - June Quarter*, from <http://www.oea.gov.au/graphics.asp?showdoc=/news/researchStatistics.asp>
- OEA. (2006b). *Fact Sheet - September Quarter*, from <http://www.oea.gov.au/graphics.asp?showdoc=/news/researchStatistics.asp>

# 3 key developments in agreement clauses

This issue of the *ADAM Report* takes a different angle in reporting on the latest innovations in agreements. Not only has *Work Choices* fundamentally changed the bargaining landscape in agreements, we are beginning to witness a significant change in the rhetoric expressed within the *Work Choices* agreements. The new rhetoric has a much stronger tendency than in the past to favour business needs over innovation. Commitment and innovation give way to flexibility and cost reduction. In fact, this new wave of agreement making has significantly altered the original meaning and purpose of 'innovation'. No longer is innovation just about creating new, positive and interesting ways of working while also catering to the needs of both employer and employee. Rather, it has become more about achieving the greatest possible efficiencies and flexibilities out of your workforce at minimal cost and disruption to general business.

While innovations are still found in the new wave of agreements, they appear to be mostly found within the unionised agreements. This dichotomous scenario confirms previous suggestions that the impact of *Work Choices* is likely to be felt more strongly in the non-unionised sectors.

The new underlying current favouring business needs have been identified in four main areas; the reliance on company policy; wages and granting of wage increases; hours of work arrangements, overtime and penalty rates; and alternative dispute resolution procedures. Further details of these key developments are provided below, together with a compilation of the more traditional innovations.

## stepping outside the formal system - jumping out of awards and into company policy

The Coalition Government's WorkChoices legislation has managed to undermine the significance of and substantially sidestep reliance on the award system. The logical extension of this movement has been an increased reliance on a more informal system - company policy.

In past agreements, reference to company policy or HR manuals has not been completely unheard of. However, company policy tended to be invoked in relation to a particular matter or initiative only. In these cases, the enterprise agreement was supplemented by the policy as an attachment, effectively rendering the matter 'legally enforceable'. This use of company policy appears to be far more transparent when compared to current instances, given their open ended and directive nature. Extract one from the security services sector, for example, completely excludes any award yet also notes that the agreement is supported by any policy and procedure that the company may create from time to time. While it also states that such policies or procedures are not intended to reduce the employees' substantive entitlements, the open ended nature of this clause suggests that new policies can be created or changes can be made at any stage without consultation or notification.

The second agreement from the hospitality industry also expresses the intention to rely on company policy. In an earlier clause, the agreement confirms the 'business needs' argument as an 'objective'. In particular, clause 1.4.7 indicates that common employment conditions will be developed that are more attuned to the employer's needs.

The third extract (finance sector) does not indicate any reason for the reliance on company policy and procedure, and simply expects employees to abide by these policies and procedures.

The use of internal policy documents could potentially become a stronger feature of agreement making. Employers could effectively see this as yet another way of pursuing the 'business needs' argument and achieving significant changes with minimum fuss and little regard for consultation.

**EXTRACT 1 (SECURITY SERVICES SECTOR)***Parent awards**7 Relationship to Award and Other Laws*

*7.1 In respect of the Employees covered by or employed under this Agreement, the terms and conditions of this Agreement exclude and replace in total the terms and conditions of -*

*(a) an Award;*

*(b) any State award; and*

*(c) subject to sub-sections 17(2) of the Act and unless otherwise specified, employment specified in law of a State or Territory.*

*7.2 If protected award conditions would have effect (but for this Agreement) in relation to the employment of any Employee, then this Agreement expressly excludes all and any such protected award conditions.*

*7.3 Without limiting the generality of paragraph 7.1 (a) , subject to any express provision of this Agreement to the contrary, no decision, order, award, ruling or direction of the AIRC or any State industrial authority made during the term of this Agreement in relation to the Award has any effect on or application to this Agreement.*

*7.4 This Agreement is supported by the policies and procedures determined by [the Company] from time to time. These policies and procedures will not reduce the substantive entitlements of Employees confined in this Agreement but provide guidelines for the fair and efficient administration of the employment relationship.*

**EXTRACT 2 (HOSPITALITY INDUSTRY)****1.4 OBJECTIVES OF AGREEMENT**

*1.4.1 The parties to this GREENFIELDS AGREEMENT aim to implement workplace practices that will provide flexible working arrangements, which will improve the efficiency and productivity of [the Company], enhance skills and job satisfaction, and assist the Employer to become highly competitive through the delivery of a superior service by:*

*1.4.2 Ensuring good management and work practices;*

*1.4.3 Removing any demarcation that impedes upon the productivity and efficiency of the employer and the employees;*

*1.4.4 Reducing lost time through absenteeism and injury through the promotion of a safe and hygienic work environment;*

*1.4.5 Maximising staff retention through good work practices, training and career development aimed at providing appropriate employment opportunities for employees;*

*1.4.6 Establishing closer links with both customers and suppliers to ensure all aspects of the service chain are focused on improving customer satisfaction;*

*1.4.7 Improving the efficiency and productivity of the employee and the business by ensuring good management and labour practices are implemented to achieve common employment conditions that are more closely attuned to the current and future needs of the employer.*

...

#### *2.7 RELATIONSHIP TO COMPANY POLICIES AND PROCEDURES*

*The agreement is supported by policies and procedures determined by [the Company] from time to time. These policies and procedures will not reduce your substantive entitlements contained in this Agreement but will provide guidelines for the fair and efficient administration of the employment relationship.*

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### **EXTRACT 3 (FINANCE SECTOR)**

#### *10. EMPLOYEE DUTIES*

*Employees employed under this Agreement will comply with the policies and procedures of the Company as amended from time to time.*

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## business needs drive wage increases

As noted above, the introduction of *Work Choices* has seen a significant decline in the number of non-union agreements specifying a wage increase. Across all agreements in the database 59% of non-union agreements provide for a wage increase. In the September quarter only 36% of non-union agreements specified a wage increase. Amongst non-union greenfield agreements this drops to only 25%. It should be noted that employer greenfield agreements have a term of only twelve months and may not include a quantifiable wage increase over that period.

The most notable aspect of change in wages clauses is the growth in the number of agreements providing greater managerial prerogative in setting wage rates over the duration of the agreement.

Prior to the introduction of *Work Choices* it was relatively common to find clauses in agreements that specified that wages would be reviewed annually, taking into consideration a range of internal and external factors such as CPI movements, overall economic growth and forecasts, industry developments and other key wage bargaining outcomes, company performance, and at times individual performance. The September quarter sees a greater focus on exerting managerial prerogative and direct 'business needs' as the key factors in considering any future wage increases. In a number of agreements a more open ended approach has been adopted where future wage increases are no longer guaranteed.

Extract four from the metal manufacturing industry, is an example of how vague and uncertain an employee's earnings growth will be over the life of an agreement. Consideration is made for an employee's performance, market conditions and business needs, however there is virtually no guarantee of any wage increase nor is there an indication of the frequency. Extract five, from the security services sector, provides no quantum and removes any details of factors to be considered in setting wages and simply states that wages will be reviewed annually.

Extracts six (finance industry) and seven (recreation services industry), rely on developments in the minimum wage increases as provided by the Australian Fair Pay Commission and provide little guarantee of any future increases. Extract eight, covering a labour hire company, specifies that any review undertaken will not necessarily result in a pay increase. The agreement also specifies that any bonuses and incentives are discretionary and the employer reserves the right to review, amend or retract any type of bonus or incentive at any time.

**EXTRACT 4 (METAL MANUFACTURING INDUSTRY)**

*The employer shall conduct a periodic review of your performance which may result in an adjustment to your Wage Rate. This review will take into account relevant factors, including your performance and prevailing market conditions both generally and relating to the operational requirements of the business.*

**EXTRACT 5 (SECURITY INDUSTRY)****15. RATES OF PAY**

...

*15.3 Employees will be paid at the rate prescribed in Schedule 1 for the classification in which they are engaged.*

...

***15.5 The rates of pay in Schedule 1 will be reviewed annually.***

*15.7 Employees are expected to complete and submit timesheets in accordance with Company instructions. Any delay by an employee in submitting or completing a time sheet correctly may result in a delay in the transmission of the employee's pay.*

**EXTRACT 6 (FINANCE INDUSTRY)**

*(2) The minimum wage to be paid to employees under 21 years of age as specified in this Agreement will increase by the percentage that the Federal Minimum Wage increases on each occasion that it is increased by the Australian Fair Pay Commission.*

**EXTRACT 7 (RECREATION SERVICES INDUSTRY)****3.9 WAGE INCREASES DURING LIFE OF AGREEMENT**

*The rates of pay as stated in Clause 3.3 shall be assessed and increased where appropriate in consideration of the minimum wage as set by the Australian Fair Pay Commission.*

## EXTRACT 8 (LABOUR HIRE)

## 1 PERFORMANCE REVIEW

*The employer generally conducts reviews for all Employees. The conduct of such a review will not impose an obligation on the employer to increase your Wage Rate. The employer may, however, increase your Wage Rate after taking into account relevant factors, including your performance and prevailing market conditions both generally and relating to the operational requirements of the business.*

## 25. BONUSES AND INCENTIVES

*25.1 The employer may offer various types of bonuses and incentives to its Employees.*

*25.2 If you are eligible to receive a bonus, such a bonus or incentive scheme shall be communicated to you in writing in your Individual Letter.*

*25.3 Unless specified in your Individual Letter, bonuses and incentives are, in all cases, discretionary and the employer reserves the right to review, amend or retract any type of bonus or incentive at any time.*

*25.4 A bonus or incentive will only be paid if you are a current Employee as at the date a bonus is due to be paid and if you have been employed by The employer for a minimum continuous period of 12 months.*

*25.5 Employees who receive a bonus or incentive shall not have an expectation that a bonus will form part of their wages on an ongoing basis.*

*25.6 Should the Wage Rate paid to you over a 12 month period fall below the relevant guaranteed basic rate of pay forming part of the Australian Fair Pay and Conditions Standard, The employer may offset any payments made to you in accordance with this Agreement in order to meet the requirements of Clause 18.5(c)(ii).*

## hours of work arrangements, reasonable overtime and penalty rates

Hours provisions in *Work Choices* legislation have increased flexibilities for employers. While agreements under the previous legislative framework allowed employees to trade off penalty rates for increased flat rates of pay, the agreements lodged to date under *Work Choices* have had an impact on ordinary hours and penalty rates. Not only are penalty payments for additional or weekend work removed, the standard work week has expanded beyond the traditional 5 day week, and the daily span of hours has increased significantly in some agreements. It is also increasingly common to see an expectation that employees will work 'reasonable' extra hours.

Extract nine below is an example of a non-union agreement that has made relatively substantial changes to its working hours arrangements. The agreement specifies that additional hours will be paid at ordinary rates and provides for a longer daily span of hours. The issue of reasonable additional hours is also addressed through consultation with the parties. This agreement is indicative of the type of hours of work clauses seen in the September quarter, suggesting that hours of work standards have already been affected by *Work Choices*.

A security industry agreement (extract 10) drops the standard further. The employer greenfield agreement removes the notion of ordinary hours and non standards hours. Employees are expected to work their 38 hours per week on any day, at any hour and even on public holidays. No reference is made to penalties for working on days or hours that would traditionally be considered outside the 'norm'.

Extract 11, an employer greenfield agreement from the community services industry, is an example of ordinary hours of work have been expanded under *Work Choices*. Other than specifying an ordinary working week of '38 hours', the ordinary hours or days worked are not specified. In fact, the 38 hour working week is notional since the agreement states that the 38 hours are average over the whole year. There is, however, some recognition of employees' needs as the employer acknowledges the need to consider certain factors or circumstances if an employee refuses to work additional hours.

A retail industry agreement (extract 12) also contains a very open ended working hours arrangement and an expectation to work reasonable additional hours. However the hourly rate of pay is loaded, therefore compensation for working outside the standard hours and days is factored in. Extract 13, also from the retail sector is from a union agreement which highlights demands placed on employees due to competitive pressures. The discourse surrounds the pressure to remove payment of penalty rates for working on Sundays because rivals may be making similar arrangements.

Extract 14, from the property and business services industry, is an example of the removal of public holiday penalty rates. Employees under this agreement are only entitled to ordinary rates of pay on public holidays.

**EXTRACT 9 (ELECTRICITY, GAS AND WATER INDUSTRY)****11 HOURS OF WORK**

*The ordinary hours of work for employees are 45 hours per week (38 plus Reasonable additional hours), to be worked on any six (6) days of the week, between the hours of 0500 hours (5.00 am) to 0100 hours (1.00am) with a maximum engagement of 7.5 hours.*

*The minimum ordinary hour's engagement shall not be less than 2 and shall not exceed 12 hours in any one day and not be in excess of 6 days in any one week, unless mutually agreed by the employee and employer in advance.*

*A shorter period of engagement may be negotiated to suit a particular circumstance. 'Engagement' for the purpose of this clause shall be deemed to be the period or periods for which the employer notified the employee that he or she is so required to attend on any one day. Provided that, each period of engagement shall stand alone.*

**12 ADDITIONAL HOURS**

*You are required to work reasonable additional hours to complete the tasks at hand and you will be compensated for these hours at the ordinary rate. Taking into consideration s.226(4), all considerations have been given by both parties, to the reasonableness of these hours and these hours are considered reasonable to the successful operation of the plant, to the employer and by way of signing this agreement, to the employee.*

*By way of s. 225 of the Workplace Relations Act 1996, the employee and [employer] are taken to agree about the particular matter of reasonable additional hours as set out above and the matter will be dealt with in that particular way.*

**EXTRACT 10 (SECURITY INDUSTRY)****12 ORDINARY HOURS**

*12.1 Ordinary hours of work may be worked on any of the days of the week and during any of the 24 hours of each day.*

*12.2 Ordinary hours will not exceed 38 hours in any week or an average of 38 hours per week over a cycle of shifts.*

*12.3 Ordinary hours will be worked in accordance with a roster.*

*12.4 Ordinary hours may be worked on a public holiday.*

*12.5 Ordinary hours will not be less than 3 hours nor more than 10 hours on any one shift.*

**EXTRACT 11 (COMMUNITY SERVICES INDUSTRY)***7. Ordinary Hours of Work*

*7.1 Ordinary hours of work for Employees will not exceed 38 hours per week on average over 52 weeks.*

*7.2 An Employer may require an Employee to work reasonable Additional Hours. The Employee may refuse to work Additional Hours where this would result in the Employee working hours which are unreasonable, having regard to:*

*7.2.1 Any risk to the Employee's health and safety;*

*7.2.2 The Employee's personal circumstances, including any family responsibilities;*

*7.2.3 The needs of the workplace or enterprise; and*

*7.2.4 The notice (if any) given by the Employer of the Additional Hours and by the Employee of his or her intention to refuse it.*

*7.3 All Additional Hours shall be paid at the applicable ordinary hourly rate unless otherwise agreed in advance and in writing.*

*7.4 The provisions of clause 7.1, 7.2 and 7.3 shall not apply to live-in house workers.*

**EXTRACT 12 (RETAIL INDUSTRY)***Performance of reasonable overtime**4.2 REASONABLE ADDITIONAL HOURS**4.2.1 What are reasonable additional hours?*

*Reasonable additional hours are hours in excess of clauses 4.1.1, 4.1.2, or 4.1.3 of this Agreement.*

*4.2.2 Are Employees required to work reasonable additional hours?*

*All Employees, other than those appointed as Managers under this Agreement, will be given at least 7 days notice of the Employer's requirement to work reasonable additional hours unless both parties otherwise mutually agree to a lesser period of notice.*

*4.2.3 Are Employees paid an additional payment for working reasonable additional hours?*

*No additional payment will be received by an Employee for working reasonable additional hours other than being paid your usual hourly rate of pay as set out in clause 3.2.1 of the Agreement for each reasonable additional hour worked. This is as a consequence of Employee's being paid an additional amount or loading in compensation, as set out in clause 3.2.1 of this Agreement, for both working reasonable additional hours and normal overtime penalties.*

*4.2.4 Are Managers paid an additional amount for working reasonable additional hours?*

*No. Managers are paid a salary that is inclusive of working reasonable additional hours and any entitlement to be paid overtime penalties. Accordingly they will be paid their usual salary each pay period regardless of the actual hours worked.*

**EXTRACT 13 (RETAIL SECTOR)**

5.3. *The Union undertakes that it will not agree to a penalty free Sunday work arrangement with a major competitor of [the Company] during the life of this Agreement. In the event this commitment is broken, the parties will meet to review the rate for Sunday work in ordinary time in this Agreement, together with any other rates and/or conditions involved in the buy out established for the penalty free Sunday work with that competitor.*

---

**EXTRACT 14 (PROPERTY AND BUSINESS SERVICES INDUSTRY)****17 PUBLIC HOLIDAYS**

*All fulltime and part time employees will be entitled to the following public holidays without loss of pay:*

*New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Saturday, Anzac Day, May Day, Queen's Birthday, Show Day, Picnic Day, Christmas Day and Boxing Day;*

*Where an employee is absent from his or her employment on the working day before or the working day after a public holiday, without reasonable excuse or without the consent of the employer, the employee shall not be entitled to the holiday without the loss of pay.*

*Fulltime and part time employees who are required to work on a public holiday will be entitled to payment at your ordinary rate of pay for those hours worked*

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## the new mediator in dispute resolution procedures

Dispute resolution procedures have been given a makeover under *Work Choices*. All *Work Choices* agreements must include a dispute resolution procedure. If one is not included, then the model process automatically applies. The most significant development in *Work Choices* agreements is the referral of disputes to an outside body for mediation when the matter has not been resolved. This is usually conducted through what is referred to as 'alternative dispute resolution' (ADR). The AIRC's role only takes place if the agreement specifies a role and if preliminary steps in the agreement have been taken first. The AIRC can also be used as an ADR Provider. Below is an extract from a non-union, public sector agreement which outlines a relatively comprehensive dispute resolution procedure.

**EXTRACT 16 (PUBLIC SECTOR)****8. PROCEDURES FOR PREVENTING AND SETTLING DISPUTES CONCERNING MATTERS COVERED BY THIS AGREEMENT**

...

8.3 *It is the responsibility of the CEO, staff and their chosen representatives to take reasonable and genuine internal steps to prevent or settle disputes by discussion and, if necessary, by negotiation. In each instance, the steps taken shall be timely and appropriate to the early settlement of the particular matter over the application of the agreement.*

8.4 *In the first instance disputes should be addressed at the local work area level through discussions between the relevant immediate supervisors and the staff member(s) involved. If the dispute is not resolved or if it is not appropriate for the dispute to be resolved there, the matter may be referred to more senior levels of management for discussion.*

8.5 *A staff member may be supported and/or represented at any stage of these matters by any nominee/representative of his or her choice.*

**Alternative Dispute Resolution**

8.6 *Where a dispute is not resolved after the processes undertaken in accordance with clauses 8.3-8.4.*

a) *a party to the dispute, or their chosen representative on their behalf, may apply to the AIRC to conduct an alternative dispute resolution process in relation to the dispute; or*

b) *the parties to the dispute may agree to refer the dispute to an ADR Provider to conduct an alternative dispute resolution process in relation to the dispute.*

8.7 *The AIRC (or where an ADR Provider has been agreed, the ADR Provider) may conduct any or all of the following alternative dispute resolution processes to assist the parties to the dispute to resolve that dispute:*

a) *conferencing;*

b) *mediation;*

c) *assisted negotiation;*

d) *neutral evaluation;*

e) *case appraisal (which may include recommending referral of the matter to another forum or an alternative process which is, in the view of the AIRC (or where an ADR Provider has been agreed, the ADR Provider) more appropriate); or*

f) *conciliation.*

8.8 *In conducting the alternative dispute resolution process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) may:*

a) *arrange for conferences and compulsory conferences between the parties to the dispute;*

b) *convene conferences and compulsory conferences between the parties to the dispute;*

- c) *meet with any party to the dispute separately but with the knowledge of the other party to the dispute; and*
- d) *(subject to the limits set out in sub-clause 8.9) take such other actions to assist the parties to resolve a dispute as the parties to the dispute agree.*

8.9 *In conducting the alternative dispute resolution process, the AIRC (or where an ADR Provider has been agreed, the ADR Provider) cannot:*

- a) *compel a person to do anything other than compelling them to attend conferences between the parties to the dispute;*
- b) *determine the rights or obligations of a party to the dispute.*

...

8.11 *The alternative dispute resolution is complete if the parties to the dispute agree the dispute is resolved or if a party to the dispute informs the AIRC (or where an ADR Provider has been agreed, the ADR Provider) that the party no longer wishes to continue with the alternative dispute resolution process.*

#### *Further Dispute Resolution*

8.12 *Where a dispute is not resolved after the alternative dispute resolution processes a party to the dispute, or their chosen representative on their behalf, may apply to the AIRC to conduct a further dispute resolution process in relation to the dispute.*

8.13 *Neither party to the dispute, nor their chosen representative on their behalf, may apply under clause 8.12 to conduct a further dispute resolution process and the AIRC will dismiss the dispute and refrain from conducting a further dispute resolution process, if*

- a) *the application is in relation to a dispute which is not a dispute about the application, interpretation or implementation of this Agreement;*
  - b) *the application for further dispute resolution is frivolous or vexatious;*
- or

c) *the earlier processes for settlement of the dispute referred to in the clauses 8.7*

*8.10 have not been followed by the affected party.*

8.14 *In conducting further dispute resolution, the AIRC may:*

a) *conduct the processes and undertake the actions referred to in sub-clause 8.7,*

8.8

b) *conduct a hearing;*

c) *take evidence on oath or affirmation;*

d) *summon to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would assist in the resolution of the dispute;*

e) *compel the production of documents and/or materials that relate to the dispute;*

f) *give direction in relation to procedural matters arising in the dispute resolution process;*

g) *arbitrate and determine the dispute (including, where appropriate, in the absence of any party to the dispute or person who has been notified of the dispute or who has been summonsed to appear);*

- h) hold a ballot of affected employees where in the opinion of the AIRC such a ballot may assist in the resolution of the dispute;
- i) have recorded and transcribed proceedings before the AIRC;
- j) (subject to the limits set out in sub-clause 8.15) take such other actions to assist the parties to resolve a dispute as the parties to the dispute agree.

8.15 In conducting the further dispute resolution process, the AIRC cannot;

- a) make an award in relation to the matter, or matters, in dispute;
- b) make an order in relation to the matter, or matters, in dispute; or
- c) appoint a board of reference

8.16 In exercising any of the functions or powers set out in sub-clause 8.14 the AIRC must:

- a) apply the rules of natural justice, and ensure that the parties to the dispute have a reasonable opportunity to be heard;
- b) have regard to the AIRC's established principles for dealing with disputes about the actions of an employer and precedent decisions, including any precedent decisions in relation to the interpretation or implementation of this Agreement; and
- c) act according to equity, good conscience and consider the merits of the case without regard to technicalities and legal form;
- d) provide the outcome of any arbitration in writing and accompanied by written reasons unless agreed between the parties to the dispute that written reasons are not required.

8.17 Subject to any appeal, any decision or direction the AIRC makes in relation to a dispute will be accepted by all affected persons, and the parties to the dispute agree to comply with any direction or decision, be it final or procedural.

#### *Avoiding Duplication of Dispute Resolution Processes*

8.18 The AIRC, or any body or person other than the AIRC that the parties to the dispute agree to refer the dispute to (ADR Provider), will refrain from further conducting any alternative dispute resolution process or further dispute resolution process and dismiss the dispute, where the initiating party has applied, or applies, to have the dispute reviewed by a court or tribunal or under an alternative process and the action may be reviewed under that alternative process or by that court or tribunal.

#### *Appeal of Decision or Direction*

...

8.20 Where a party to a dispute has applied to appeal a decision or direction of the AIRC pursuant to clause 8.17, a Full Bench or Presidential Member may, on such terms and conditions as the Full Bench or Presidential Member considers appropriate, order that the operation of the whole or a part of the decision or direction concerned be stayed pending the determination of the appeal by a Full Bench or until further order of a Full Bench or Presidential Member.

8.21 On the hearing of the appeal, the Full Bench may do one or more of the following:

- a) have regard to the AIRC's established principles for dealing with appeals about the actions of an employer and precedent decisions, including any

*precedent decisions in relation to the interpretation or implementation of this Agreement;*

- b) admit further evidence;*
- c) confirm, quash or vary the decision or direction concerned; or*
- d) direct the member of the AIRC whose decision or direction is under appeal, or another member of the AIRC, to take further action to deal with the subject matter of the decision or direction in accordance with the directions of the Full Bench.*

*8.22 In dealing with the appeal, the Full Bench may exercise the functions set out in subclause 8.14 other than paragraph (a) or (h). The parties to this Agreement agree that sub-clauses 8.14 to 8.17 apply to the hearing of an Appeal.*

## other innovations

The more traditional innovations found in agreements are provided below. The finance sector agreement (extract 17) provides 'eligible' casual employees with unpaid parental leave and also allows for specific unpaid carer's leave entitlements. Such arrangements now form part of the *Work Choices* legislation as minimum conditions.

The education sector agreement (extract 18) aims to attract and retain female employees and also provide an environment which is more conducive to balancing work and life by providing a total of 26 weeks paid maternity or adoption leave. 14 weeks is paid as a leave entitlement, while the remaining 12 weeks is a 'return to work' incentive payment. Partners are also paid 10 days leave if they are permanent workers, or otherwise five days unpaid leave for casuals.

Extract 19, from the cleaning industry, provides employees with a return airfare to Darwin or Cairns as a bonus if they minimize the number of personal leave taken or lost time injury incidences. An additional day of annual leave is also given to employees if no personal leave is taken or lost time injuries occur in every three month period.

**EXTRACT 17 (FINANCE SECTOR)**

7.16 Subject to the provisions of the Workplace Relations Act, 1996 (Cth), eligible casual employees employed with [the Company] on a regular and systematic basis for a period of at least 12 months are entitled to unpaid parental leave.

7.17 Subject to the provisions of the Workplace Relations Act, 1996 (Cth), casual employees have specific unpaid carer's leave entitlements.

7.18 In substitution of all entitlements to which Casual Employees are not entitled that are otherwise payable to Staff, a loading of 20% on the Ordinary Hourly Rate will be paid to Casual Employees.

**EXTRACT 18 (EDUCATION SECTOR)****54. PARENTAL LEAVE**

The aims of this Clause are to enhance further the ability of [Company] employees to balance their work and non-work commitments, and to attract and retain female employees.

...

54.3.2 Where the employee (other than a casual employee) has completed twelve months service at the time the leave is to begin, fourteen weeks of this maternity or adoption leave will be on full pay and an additional return-to-work bonus of up to the equivalent of twelve weeks salary will be paid. The return-to-work bonus is repayable if the employee does not return to work.

...

54.3.3 The return-to-work bonus will be used to facilitate re-entry into the workplace and may be used in any of the following ways:

- paid as normal salary over six fortnights;
- to offset associated costs, such as childcare;
- working reduced hours on a graduated return to work program;
- as a cash grant to re-establish an academic career;

...

54.4.1 Where the partner (who is an employee) is not the primary care-giver of the child, she or he will be entitled to ten working days paid partner leave, or five working days unpaid partner leave in the case of an eligible casual employee, to be taken during the period three months prior to and three months after the birth or placement of the child. For fractional or part-time employees, the paid portion of the leave will be paid at the appropriate fractional rate of pay.

**EXTRACT 19 (CLEANING INDUSTRY)****22 BONUSES**

*At the completion of every three months of continuous service all full time employees may be provided with a return airfare to either Darwin or Cairns to enjoy their annual leave accrued, applied for and approved by [the Company]. This bonus will be dependant on the amount personal leave taken and the lost time injuries that have occurred. Payment of this bonus is at management discretion. This bonus is not cumulative.*

*At the completion of twelve months continuous service each employee will have one day added to their annual leave for every three months where no personal leave and LTI down time has occurred.*

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# 4 technical notes

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## 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. ACIRRT 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 September 2006, the ADAM Database has information on 16,207 registered enterprise (collective) agreements from the Federal and State jurisdictions as follows:

Federal (9,002), NSW (2,265), SA (1085), Queensland (2,521), WA (1,321).

## report written by

Larissa Bamberry and Betty Frino. Coding and data entry by Bede Gahan, Johann Heners, Melissa Kerr, Anja Kirsch, Chris Morgan, Troy Sarina, and Elizabeth Walker.

## 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 10,280 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. the quarterly *WRC ADAM Report* (via purchase of single issues)
2. customised 'ADAM Special Reports' which are fee for service reports tailored to your information needs

**For more information** or a no obligation customised quote call Larissa Bamberry on:

Ph: 02 9351 5713

Fax: 02 9351 5615

Email: [l.bamberry@econ.usyd.edu.au](mailto:l.bamberry@econ.usyd.edu.au)

Web: [www.WRC.com](http://www.WRC.com)

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