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Agreements Database And Monitor REPORT

wage trends	1
wage increases in June 2001 quarter certified agreements	1
high wage outcomes in June 2001 quarter agreements.....	2
wage dispersion in current collective agreements.....	5
wage trends in AWAs.....	6
special issue: union facilitative provisions in enterprise agreements ..	7
innovative clauses	12
remuneration.....	12
reinforcing equality of employment contracts	15
workplace flexibility	15
innovative leave provisions	17
family friendly provisions	18
other innovations	19
technical notes.....	21
about the ADAM Database	22
about ACIRRT	22

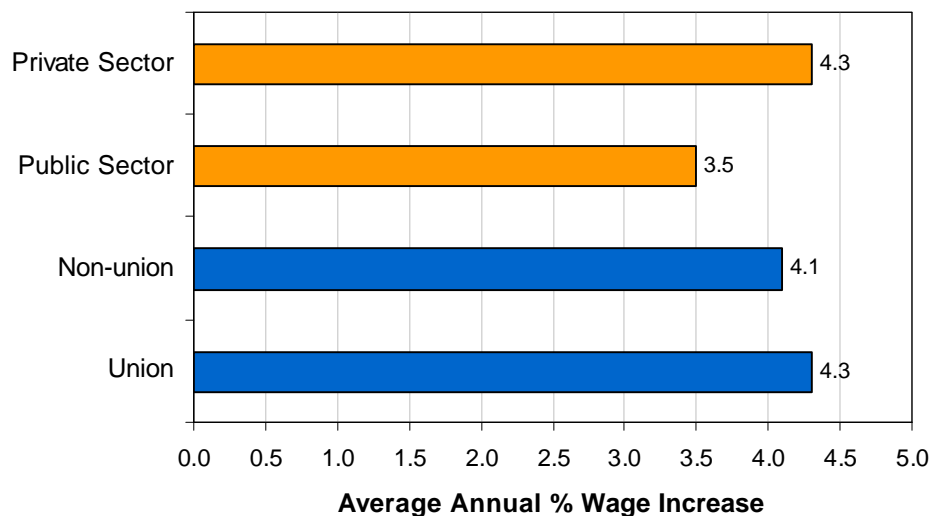
wage trends

wage increases in June 2001 quarter certified agreements

The average annual wage increase for certified enterprise agreements registered in the June 2001 quarter was 4.3 % (per agreement). This is up 0.6% from agreements registered in the March 2001 quarter, which had an average annual wage increase of 3.7%.

Figure 1.1 below shows that private sector agreements approved in the June 2001 quarter delivered a higher average annual wage increase than public sector agreements (4.3% and 3.5% respectively). In the March quarter ADAM Report a growing gap was noted between the average annual wage increase in union and non-union agreements. In the June quarter this gap narrowed with union agreements delivering an average annual wage increase of 4.3% compared to 4.1% for non-union agreements.

Figure 1.1: June 2001 quarter average annual percentage wage increase, by sector and union party to agreement



Source: ADAM Database, 2001, ACIRRT, University of Sydney, September.



high wage outcomes in June 2001 quarter agreements

An examination of high average annual wage increases (AAWI) in the June quarter found that individual performance was the key determinant for wage increases. Some high wage agreements also included additional criteria for granting wage increases.

The key areas included in these high wage agreements included the recognition of productivity, altered working arrangements and, movements in inflation levels. For example, an agreement in the hospitality industry provided for additional wage increases through individual performance reviews. However, employees could also experience a decline in their wage rates if a certain level of performance was not maintained. Table 1.1 highlights these features.

Table 1.1: key features of higher than average wage increases in March quarter enterprise agreements

Industry (AAWI)	Key Provisions
Hospitality (AAWI 10.1%)	<ul style="list-style-type: none"> Total wage increase of 9.25% paid at the commencement of the agreement with an 11 month duration No specific wage increase paid but the agreement provides for employees to be 9.25% above the award wage The 9.25% margin compensates for penalty rates, allowances and annual leave loading that have been absorbed.
Construction (AAWI 9.93%)	<ul style="list-style-type: none"> Total wage increase of 29.8% over 36months paid in 6 instalments Initial increase of 17% in recognition of the shift from the award to an enterprise agreement and more flexible working arrangements During life of the agreements increases totalling 12% to be paid in 6 monthly intervals Additional increases linked to level of CPI, if CPI is determined to be greater than 10% additional wage increase shall be paid but rates not specified.
Construction (AAWI 9.33%)	<ul style="list-style-type: none"> Total wage increase of 14% paid over 18 months and in 4 instalments 2 wage increases of 5%, one paid at the commencement of this agreement and the 2nd 12 months after commencement 4% at risk linked to CPI level which allows employees up to a maximum of 2 additional 2% increase if the CPI is 5% per annum or a minimum of 2 additional 1% increases if the CPI is 4.5% per annum Agreement makes provision for additional payments to employees covered by this agreement that employees on AWAs may receive
Manufacturing (AAWI 8.59%)	<ul style="list-style-type: none"> Total wage increase of 22.9% paid over 32months in 5 instalments Initial increase of 10.8% paid in recognition of employees moving from the award to this agreement. During life of the agreement employees also receive an additional 12.1% Employees also entitled to a productivity allowance per hour in compensation for special rates and allowances previously paid under the award.
Federal Govt Administration (AAWI 7.0%)	<ul style="list-style-type: none"> Total wage increase of 14% to be paid in two installments over 24 months A further 5% of annual salary will be paid in the form of a one-off bonus on the certification of agreement Wage increases were in recognition of the approval for the introduction of a new remuneration classification, and performance management system Movement to a higher salary classification is based upon the employees experience, qualifications, current salary and skill level.
Community Organisation (AAWI 6.15%)	<ul style="list-style-type: none"> Total wage increase of 18.46% to be paid over three installments over 36 months. Initial increase was between 12.57%-15.46% plus two further annual payments of 2.22% Each increase of 2.22% represented an automatic increase to the next salary level and was not linked to any performance targets Wage increases would also be adjusted in accordance with any movements in CPI Salary packaging was available.
Hospitality (AAWI 5.81%)	<ul style="list-style-type: none"> Total wage increase of 9% to be paid in three annual instalments A further 6-7% increase in an employee's base hourly rate of pay can be obtained by meeting the requirements of a performance pay system. Employees can access this system after 3 months by having individual performance appraisals. If the employee's performance declines, they can be moved to a lower rate of pay Wage increases were in exchange for rostering flexibility. Rosters could be organised over 2 or 4 week period. However, payment of wages would be averaged over a 4 week period regardless of rostering arrangements Award overtime and penalty rates still applied.

<p>Mineral Manufacturing (AAWI 5.75%)</p>	<ul style="list-style-type: none"> • Total wage increase of 11.5% to be paid in two installments over 24 months. Initial increase was between 5-8% depending on the pre-existing wage rate of each employee, plus a further increase of 5% • The initial wage increase was designed to ensure employees in specific occupational groups received the same level of remuneration • New KPIs were to be developed and monitored throughout the life of the agreement by the joint consultative committee. These KPIs targeted continuous improvement in order to raise productivity and efficiency levels currently achieved by the enterprise.
<p>Storage (AAWI 5.0%)</p>	<ul style="list-style-type: none"> • Total wage increase of 15%, to be paid in three equal installments over 36 months • Wage increases were in exchange for increased working flexibility. Employees could be rostered to work during the span of hours ranging from 0600-1800 • Employees could make themselves available for call-outs. An allowance was paid in exchange for this flexible workplace practice.

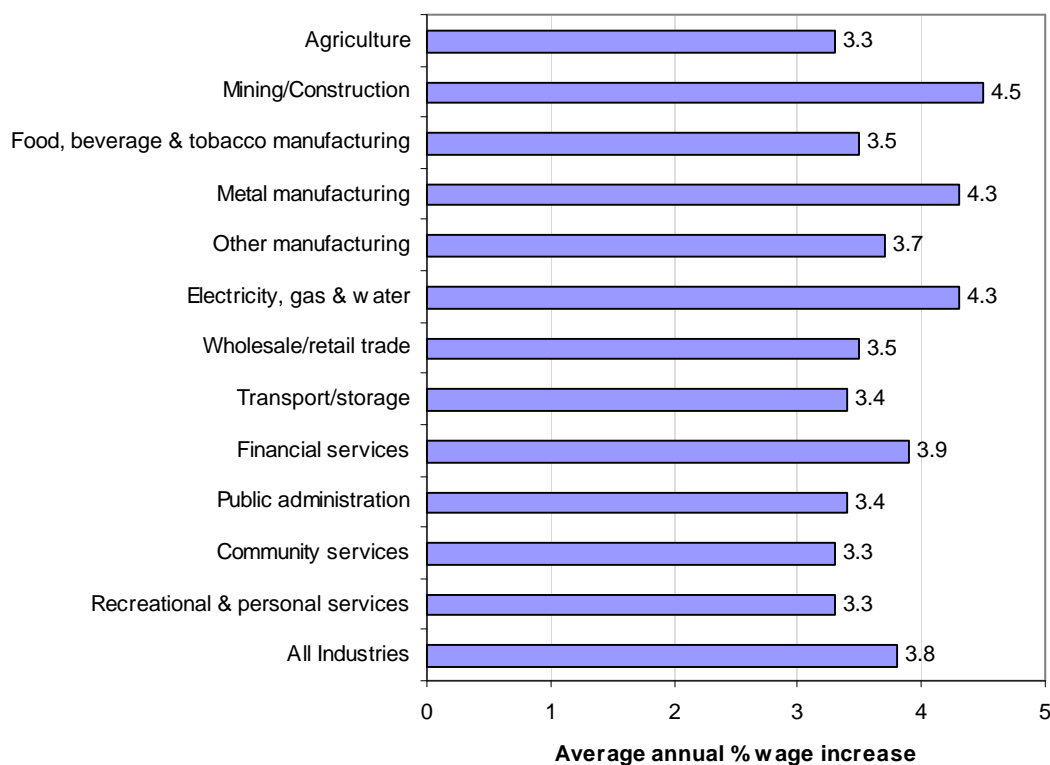
Source: ADAM Database, 2001, ACIRRT, June Quarter, University of Sydney.

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

wage dispersion in current collective agreements

There was a slight increase in the average annual wage increase for all currently operating agreements (that have yet to expire). Those current in the June 2001 quarter delivered an average annual wage increase of 3.8% compared to 3.7% for all agreements current in the March 2001 quarter (see figure 1.2 below). The range of average annual wage increases was between 3.3% in a range of industries (agriculture, community services and, recreational and personal services) and 4.5% in the mining and construction industries. This is a difference of 1.2 percentage points. Industry differences and union involvement remain the two key factors that have a significant impact on wage outcomes.

Figure 1.2: average annual wage increases (aawi) in current collective agreements by industry



Source: ADAM Database, 2001, ACIRRT, University of Sydney. Current agreements include all collective agreements which have not reached their stated nominal expiry date as at end June, 2001



wage trends in AWAs

ACIRRT's ADAM Database currently holds information on 1090 of the 3504 employers who have had AWAs approved to the end of August 2001, representing just under one third (31.1%) of all employers who had AWAs approved to that date.

Table 1.2 shows that all currently operating AWAs on the database approved to the end of 2000 delivered an average annual wage increase of 2.2 per cent. As expected, public sector AWAs delivered a higher AAWI than those covering employees in the private sector.

It is important to note that only 19.8% of the currently operating AWAs on ADAM include a quantified wage increase during their term. Only 39.3% include any reference to wages, whether a percentage increase or dollar amount, based on inflation, national wage cases or performance linked. It is impossible to discern whether those AWAs that do not include reference to wages compensate for this in other ways.

Table 1.2: AAWI in all current AWAs approved between 1997 and 2000

	AWAs* (n=83)
All Agreements	2.2
Public Sector	3.1
Private Sector	1.9

Source: ADAM Database, 2001, ACIRRT, University of Sydney.

Note: *Not all AWAs provide wage increases in percentage terms or do not provide sufficient information to calculate the wage increase. They are therefore excluded from these calculations.

special issue: union facilitative provisions in enterprise agreements

This special issue covers the use of ‘union friendly’ provisions in agreements. It assesses the incidence of clauses relating to employee representation, employer support for union membership, payroll deduction of union dues, facilities provided to the union, selection and rights of union delegates and union officials. Samples of clauses in agreements are also provided for illustration of how these clauses are written into agreements.

support for union membership

Table 2.1 shows that half of union collective agreements contain explicit reference to employee representation of some form. While this figure may seem low, it is important to consider that these provisions may be included elsewhere, for example in company policy documents or human resource manuals rather than written into an agreement.

Table 2.1: Any reference to employee representation in agreements

	Union Agreement	Non-Union Agreement	Total
Reference to employee representation	49.9%	5.4%	38.3%
	(n=807)	(n=31)	(n=838)
No reference to employee representation	50.1%	94.6%	61.7%
	(n=811)	(n=540)	(n=1351)
Total	100.0%	100.0%	100.0%
	(n=1618)	(n=571)	(n=2189)

One third of all union enterprise agreements include a clause where the employer explicitly supports the employees joining the union. This support may range from a simple statement in the agreement to the effect that *‘The parties will encourage employees to become and remain members of the Union’* to more positive clauses. For example a common clause in retail agreements is that the employer strongly recommends the employees covered by the agreement join the union. *‘this includes positively promoting union membership at the point of recruitment and strongly recommending that all employees remain members of the union’*. Often this clause will give exclusive coverage rights to one union.

Table 2.2: Percentage of all current agreements where the employer explicitly supports employees joining a union

	Union Agreement	Non-Union Agreement	Total
Employer supports employees joining union	33.7% (n=545)	1.4% (n=8)	25.3% (n=553)
Employer does not support employees joining union	66.3% (n=1073)	98.6% (n=563)	74.7% (n=1636)
Total	100% (n=1618)	100% (n=571)	100% (n=2189)

One third of all union agreements include a clause where the employer explicitly supports the employees joining the union. Mining and construction industry agreements are most likely to include this type of clause with 58% of all agreements in this industry including such a clause; half of all wholesale and retail industry agreements explicitly encourage union membership; and, approximately one third of other manufacturing agreements include a clause supporting union membership.

facilities provided to the union

There are a range of facilities provided to union members, delegates and officials at the workplace. The most commonly included in collective agreements is the payroll deduction of union fees, with 19.2% of union collective agreements including such a clause. Other facilities provided (Table 2.3) include a notice board, office space, the use of a telephone and/or photocopier, and other equipment (such as secure storage space for union paperwork). While these figures may seem low, sometimes these allowances are taken as given or are custom and practice in a workplace and the parties may not deem it necessary to write these into the agreement.

Table 2.3 Percentage of current union agreements with facilities provided for the union at the workplace

	Frequency	Percent
Deduction of union dues	311	19.2
Notice board	123	7.6
Office Space	43	2.7
Telephone	68	4.2
Photocopier	22	1.4
Other Equipment	67	4.1
Total	1618	

rights of delegates and officials

Almost one quarter (23.9%) of union collective agreements provide for workplace selection of union delegates. One quarter of union collective agreements provide time off for the union delegate to attend union duties.

Table 2.4 shows that in agreements which allow union officials to enter the workplace, most often it can be during work and non-work times. Only 3.4 per cent of agreements allowing access to members during the lunch break only.

Table 2.4: Percentage of current agreements where the union official may enter during:

	Union Agreement	Non-Union Agreement	Total
Lunch break only	3.4% (n=55)	1.1% (n=6)	2.8% (n=61)
Work & non-work times	17.2% (n=278)	0.7% (n=4)	12.9% (n=282)
Not mentioned	79.4% (n=1285)	98.2% (n=561)	84.3% (n=1846)
Total	100% (n=1618)	100% (n=571)	100% (n=2189)

In addition to right of entry provisions, eight per cent of union collective agreements specify that the delegate may call a meeting of members during working hours.

These provisions are written in a variety of ways. Two innovative examples are an Auto Manufacturing Agreement and Transport Industry Agreement. The Auto Agreement provides ‘service days’ enabling a union official to visit the workplace to discuss general matters. In addition to *service days*, there are provisions outlining access to the Company’s sites. Delegates receive normal wages while carrying out union duties which are set down in detail. Delegates have access to various facilities including phone, fax, photocopying and locked storage space. Similarly, the Transport Agreement allows the Union access provided the official advises the site manager of his/her presence and does not disrupt the operations of the company. Union delegates are paid for conducting union work and the Union can call four paid meetings per annum.

preference clauses

Clauses giving preference to union members are contrary to the freedom of association provisions of the Workplace Relations Act and contrary to Anti-discrimination legislation. Nevertheless, preference clauses are still being included in agreements at the state and federal level.

One Queensland agreement includes a preference clause where:

'Preference of employment at the time of engagement under this Certified Agreement shall be given to financial members of the AWU or if no such financial members are available and suitable, then to persons who give to the Employer an undertaking in writing to make application to join the industrial organisation within fourteen days of commencing employment'.

Preference ...shall, in all cases, be subject to the following conditions:

- (a) The employer is required to give a member of the Union preference over another person only when all factors relevant to the particular case are otherwise equal*
- (b) Preference means preference at the point of engagement and preference at the point of retrenchment'.*

At least one Federally registered agreement contains a clause giving preference to union members. The clause states that:

'The employer will encourage all employees to be members of the Union. The employer will consider membership of the Union as a positive factor in any decisions based on merit regarding engagement in employment and in the continuation of employment in relation to termination and redundancy and election to committees, provided that the employee concerned is capable of and qualified to perform the task or job or is willing to undertake training to become capable or qualified within a prescribed time as agreed between the parties'.



bargaining agents clause

The ETU has inserted a bargaining agents clause in more than 1000 electrical contracting agreements. These agreements cover approximately 9000 workers. The clause states that:

“The company shall advise all current and existing employees that a ‘Bargaining Agents’ fee of \$500 per annum is payable to the ETU on or prior to 16th December. The company shall further advise all current and existing employees that the first payment shall be paid to the ETC within one month of certification of the agreement on a pro-rata basis up to 16th December. Thereafter the bargaining agents fee shall be paid annually, and in advance on 16th December.

The company shall also advise all new employees prior to commencing work for the company that a ‘bargaining agents’ fee of \$500 per annum is payable to the ETU on or prior to the 16th December each year. The employer shall advise the employee that the first payment is pro-rata from the time of commencing until 16th December. Thereafter the bargaining agents fee shall be paid annually, and in advance on 16th December.

The relevant employee to which this clause shall apply shall pay the ‘bargaining agents fee’ to the ETU on a pro-rata basis for any time which the employee is employed by the company. By arrangement with the ETU this can be done in two installments throughout the year. If the employee can demonstrate that they are no longer employed by the company then they are entitled to apply to have such fees reimbursed on a pro-rata basis.”

The CEPU is also including the \$500 bargaining agents fee in current negotiations with Australia Post for their 5th round EBA. Other unions are introducing it as an issue in new bargaining rounds. The CFMEU in Qld has been investigating the use of the clause, and attempts have been made to introduce it into the private transport sector, university agreements, and manufacturing industry agreements. The ASU has been trying to include it in agreements for clerical staff and the AWU has included a provision in some of their recent agreements.

The Full Bench has reserved its decision on whether the use of such a clause breaches the Freedom of Association provisions of the Workplace Relations Act as alleged by the Employment Advocate.

innovative clauses

A range of innovative provisions has been identified in agreements approved in the June 2001 quarter. These include innovative clauses relating to remuneration systems, equality of employment contracts (use of AWAs), initiatives to improve workplace flexibility, innovative leave, family friendly provisions and a savings clause.

remuneration

remuneration systems

The main focus of many enterprise agreements continues to be the type of remuneration system that can be implemented in the workplace. Some enterprises are examining alternative methods of providing employees with wage rises other than as a percentage increase. This is being achieved through the implementation of increasingly innovative remuneration systems in agreements. These alternative methods of paying increases are most commonly found in agreements also providing wage rises linked to productivity gains.

The first agreement listed in this report relates to an enterprise in the electronic equipment wholesaling industry. In this case, employees are able to exchange their rostered days off (RDOs) in return for increases in the hourly rate of pay. In the event that employees need to take leave from work in the form of an RDO, they can buy back their RDOs. In addition, employees can also receive wage increases from productivity improvements and individual performance appraisals.

Since many enterprises already link wage increases to productivity or performance reviews, there has been a noticeable effort by some parties to identify different avenues to deliver remuneration, though not always in the form of an increased rate of pay.

The second agreement outlines a remuneration system in the mining industry. This enterprise allows employees to sacrifice accrued sick leave in exchange for superannuation benefits. Although this practice does not provide an immediate benefit to employees, in the long-term those who take up the option can expect a more attractive superannuation pay out. In addition employees receive a lump sum payment in lieu of wage increases over the life of the 24-month agreement. This means employees do not receive an increase in their salary but receive a one-off payment. One effect of paying a lump sum instead of a salary increase is a reduction in the ultimate benefit of superannuation, potentially offsetting some if not all of the benefits of cashing in sick leave for superannuation purposes also made available in this agreement.

The third agreement, covers employees of an enterprise in the security services industry. Instead of providing a more traditional remuneration system, which is often characterised by having a fixed wage component combined with a productivity increase component this agreement provides all extra remuneration through an at risk company bonus system and there are no increases to base rates of pay.

ELECTRONIC EQUIPMENT WHOLESALING INDUSTRY

“9.2. Rostered days off (RDOs)

g) Employees with RDOs have the option of forgoing their entitlement to RDOs (and therefore working 20 days per 4 week cycle) in exchange for a 6% wage increase to their normal hourly rate, which will be maintained. Another option for employees is to forgo their entitlement to the 6 flexible RDOs in exchange for a 3% wage increase to their normal hourly rate, which will be maintained.

h) Employees who have sold their RDOs will have an opportunity to buy them back after a minimum of 12 months from the original sale date. The buying back of RDOs will involve the corresponding percentage reduction (either 6% for 12 RDOs purchased or 3% for 6 RDOs purchased)”.

COAL MINING INDUSTRY

“8.10 Salary Sacrifice - Options

8.10.1 Provided an employee has a personal accrual of not less than 300 hours the employee may elect to sacrifice sick leave benefits for superannuation benefits in accordance with this subclause.

8.10.2 At the time that the employee is to be credited with sick leave under clause 8.3 - Annual Credit and Accumulation, the employee may elect to sacrifice the whole or a portion of the sick leave entitlement for the coming year (i.e. up to 150 or 127.5 hours of leave as the case may be) and instead receive an employer superannuation contribution to the NSW Coal and Oil Shale Mineworkers' Superannuation (Accumulation) Fund. (C.O.S.A.F) equal to the gross (pre tax) value of the sick leave hours which the employee elects to sacrifice. Alternatively, the employee may choose to direct that the sacrificed sick leave benefits be treated as employee superannuation contributions in which case the Employer will withhold applicable tax, and pay the net (post tax) value of the sick leave hours which the employee elects to sacrifice into C.O.S.A.F on behalf of the employee.

8.10.3 For the purposes of clause 8.10, the value of a sick leave hour will be calculated by dividing the employee's annual salary by the number of hours for which the employee is rostered to work in a year.

8.10.4 Where an employee elects to sacrifice sick leave benefits in accordance with this clause, the employee's sick leave credits will be reduced by the number of sick leave hours that the employee elects to sacrifice. The employee will have no further claim on the sick leave credits that the employee has elected to sacrifice”.

SECURITY SERVICES INDUSTRY

“26 Company Performance Bonus

26.1 Instead of automatic annual Consolidated Hourly Rate increases, the Employer will offer all employees a Company Performance Bonus System.

26.2 The Employer will set achievable annual targets in relation to sales revenue for the period from July to June each year. Achievement of the specified targets will result in payment of a Company Performance Bonus.

26.3 As series of 3 independent target levels will be set and announced in June each year.

Target (based on sales revenue)	Company Performance Bonus
Target 1	2%
Target 2	3%
Target 3	5%

26.4 The Company Performance Bonus will be paid as a percentage of a Technical Installer’s Consolidated Hourly Rate as of 30th June each year.

26.5 The Company Performance Bonus will be based on Company performance during the June-July period, and therefore will be calculated and paid based on the number of full months worked by the Technical Installer during the period.

26.6 The Company Performance Bonus will be paid in a lump sum in the first pay period commencing on or after 1 August each year”.

Reinforcing equality of employment contracts

The connection between Enterprise Agreements and Australian Workplace Agreements (AWAs)

With the option of enterprises being able to offer individual employment contracts, some enterprise agreements have included a provision to ensure that no-one in the workplace will become disadvantaged by the introduction of voluntary AWAs. This particular agreement provides that if there are any conditions or wages in AWAs that are in excess of those specified in the enterprise agreement, then the employer will provide the additional wages or conditions to all employees covered under the enterprise agreement.

CONSTRUCTION INDUSTRY

“7. Additional Individual Payments, Benefits or Conditions

While this Agreement applies, if the Company agrees to pay or provide any payment, benefit or condition which is additional to or in excess of the wages and conditions contained within this agreement and which is not pursuant to or consistent with this Agreement, to an employee whose employment is covered by this Agreement through an AWA or any other form of individual contract, or any informal arrangement, the employer will pay or provide that additional or excess payment, benefit or condition without any offset or limitation to all employees whose employment is covered by this Agreement”.

Workplace flexibility

Facilitative Provisions

The issues covered by workplace flexibility in enterprise agreements have continued to expand. One provision that has continued to appear in agreements focuses on the ability of the employer and employee to directly negotiate their own individual working arrangements within the boundaries set out in the enterprise agreement. The most common working arrangement where this provision applies to is working hours. This particular agreement covers an enterprise involved in the production of concrete products. Even though the agreement states the span of hours, there is a facilitative provision stating that each employer and employee must negotiate how they are to

work their 38 hour week. Although this is an innovative practice, the use of this type of provisions remains limited.

CONCRETE PRODUCTS MFG

“20. HOURS OF WORK

The ordinary hours of work prescribed by the Award may be worked on any weekday or all weekdays, Monday to Friday, and shall be worked continuously, except for meal breaks, between 5.00am and 6.00pm in respect to day work and as prescribed in Clause 9 of the Award in respect to shift work.

At the Company's discretion, starting times for any section or part of a section of the factory may be staggered to suit production requirements. Provided that the spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned. Further provided that no employee shall be required to commence work prior to 6.00am without his or her consent.

The Company will provide a minimum of one weeks notice of any alteration to starting times. Provided that work done outside the spread of hours fixed in accordance with this clause for which overtime rates are payable shall be deemed for the purpose of this clause to be part of the ordinary hours of work when otherwise the ordinary hours worked would be less than those prescribed herein.

21. IMPLEMENTATION OF 38 HOUR WEEK

(i) Each employee shall determine (in consultation with the Company) the method by which they shall work the 38 hour week”.



Innovative leave provisions

Annual leave

Annual leave continues to be used by enterprises in a variety of innovative ways. In previous editions of the ADAM Report, it has been reported that annual leave entitlements have provided employees with a higher level of remuneration by allowing unused portions of this entitlement to be paid out in exchange for increases in workplace flexibility. The agreement used in this issue illustrates a new way in which enterprises are providing employees with a higher level of remuneration by utilising annual leave entitlements. In the following agreement, employees are compensated if they take annual leave at times requested by the enterprise.

PAPER/TISSUE MANUFACTURING INDUSTRY

“28. Annual Leave

28.11 Unless they request otherwise, each employee, before going on annual leave, shall be paid their earnings to date, and in addition shall be paid for the period during which they have then been allowed annual leave:

- (i) either at their ordinary weekly wage rates plus a loading of 20%, or
- (ii) at the average rate of their weekly earnings in ordinary time over the minimum cycle roster period. Such ordinary time shall not include overtime or any payment made pursuant to Clause 36 - Special Rates, Clause 23 - Meal Breaks and Allowances, whichever method of calculation gives the higher result.

28.12 In addition to the payment described in sub-clause 28.11 above, employees who take their annual leave as requested by the Company (including such splitting as may be necessary - but no more than 2 periods unless agreed between the parties) shall receive a loading of 15% of their leave payment based on the number of weeks leave taken (base holiday pay x 15%) which equates to 26.25 hours at the ordinary time.

28.13 In addition to the payments described in sub-clause 28.11 and 28.12, employees who are required to take their leave outside the 15 normal working days commencing on the Saturday falling nearest to December 18th (inclusive), shall receive a loading of 30% of their leave payment based on the number of weeks taken (base holiday pay x 30% which equates to .5 hours per week at the ordinary rate”.



Family Friendly Provisions

Innovative forms of leave

With the ongoing challenge to find a balance between work and family commitments, some enterprises have implemented family friendly provisions to alleviate the pressures associated with coordinating work and family responsibilities. The first agreement highlights an innovative family friendly provision in the electronic equipment wholesaling industry. In this agreement, there is an option available to employees which allows them to utilise their accrued sick leave as paid parental leave.

The second agreement refers to the provision of ‘special leave’ for occasions such as a wedding, or the birth of a child. This type of leave can be taken in addition to the employee’s standard annual and sick leave entitlements.

The third agreement provides paid or unpaid leave for personal issues such as stress and family problems. However, this leave is only granted if the employee has exhausted all other forms of leave.

ELECTRONIC EQUIPMENT WHOLESALING INDUSTRY

“24. Child Birth Payment

An employee, at the time of giving birth, may utilise up to 6 weeks of their sick leave accrual to be taken as paid leave. Providing that, if the employee does not return to work at the company at a future date, for a period of at least 3 months, then the company may recoup this payment from the employee unless a medical certificate is provided as evidence of the employee’s incapacity to return to work”.

SECURITY SERVICES INDUSTRY

“36. Baby Leave

36.1 The Employer shall provide a special two (2) day Baby leave on the occasion of the birth of a child. The Baby Leave may be taken in combination with any additional Recreation Leave applied for, or unpaid Parental Leave. The Employer has the authority to request the employee to provide proof of the birth prior to payment of the Baby Leave.

35. Wedding leave

35.1 Secom shall provide a special two (2) day wedding leave on the occasion of the marriage of an employee. The Wedding Leave may be taken in combination with any additional Recreation Leave applied for. Secom has the authority to request the employee to provide proof of the marriage prior to payment of the Wedding Leave”.

FURTHER EDUCATION

“20. Occupational Welfare

20.1 In circumstances where an employee has exhausted all accrued leave credits and at the request of the individual, or where the Institution is of the opinion that a problem is adversely affecting the employee’s work performance, including:-

- Stress
- Alcohol and drug dependency
- Marriage and/or family problems
- Compulsive gambling

then the Institution may grant the employee leave with pay or without pay to undertake an approved rehabilitation program. Failure to undertake such an approved rehabilitation program may necessitate the Institution referring to the relevant Award or Agreement for an alternative remedy”.

Other Innovations

The following agreement illustrates further innovative practices. It concerns the recognition of group contributions to an enterprise. This local council agreement provides that 50% of any savings made by work teams are placed in a fund. This money is then distributed to staff on an ‘equitable basis’. The reward could include a cash payment, or a non-cash reward such conference attendance.



LOCAL COUNCIL AGREEMENT

“17 - ENTERPRISE BARGAINING PAYMENT RATE

It is agreed between the parties that:

(1) Enterprise Bargaining payments will be related to the achievement of objectives determined by the Strategic Plan 2001-2010 and the development of related strategies in accordance with clause 8. On ratification of the Strategic Plan by Council, the EBA monitoring committee will meet and determine an annual timetable of specific achievements to be met to qualify for payments for each year of the life of this Agreement. The parties to this Agreement will be bound by the consensus of the committee on the outcomes to be achieved to qualify for payments.

(2) In addition to quantum wage increases paid under this Agreement, the parties agree that when specific and measurable cost savings are made by work teams, as the result of improved work processes or workplace reform generally, 50% of the savings made, after the changes have been in place for 12 months, shall be placed in a fund from which incentive bonuses shall be paid to staff. The distribution of the money available in this fund shall be determined on a fair and equitable basis by consensus of the monitoring committee and may include, but not be limited to:

- Bonus payments - where it can be shown that savings have been attributed to staff suggestion or effort;
- Non cash rewards such as attendance at conferences, training courses etc.
- Funding of gatherings of all staff to celebrate specific achievements
- Rewards identified by work teams”.

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). 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 (i.e. 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.

The all current wage estimates are the AAWI per agreement for all quantifiable agreements that are yet to reach their nominal expiry date as at the end of the specified quarter.

Sample

As at September 2001, the ADAM Database has information on 8947 registered enterprise (collective) agreements from the Federal and State jurisdictions as follows:

Federal (4269), New South Wales (1615), Queensland (1592), South Australian (543) and Western Australian (928).

The ADAM Database also holds information on federal Australian Workplace Agreements covering 1090 employers (of the current total of 3504 employers with AWAs).


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about the ADAM Database

Since 1993, ACIRRT 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 8,900 federal and state enterprise agreements and more than 1000 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 ACIRRT *ADAM Report* (via purchase of single issues)
2. customised 'ADAM Special Reports' which are fee for service reports tailored to your information needs

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about ACIRRT

Based at the University of Sydney, ACIRRT is one of Australia's leading, multi-disciplinary, research and training organisations. We monitor and analyse the changing nature of work. Integral to this is an examination of the wider institutional, economic and social structures as they impact on the workplace, organisations and individuals. The Centre, over the past 10 years, has retained a broad labour market perspective, and enjoys a reputation for independent, authoritative, rigorous and innovative research. We are proud of the fact that our clients include employers from the private and public sectors, employer associations, unions, community based organisations and both Coalition and Labor Governments.

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