

WAGES STRATEGY
THE AWARD SYSTEM, WAGE RATES, WORKPLACE ENTERPRISE BARGAINING, AND
NON-TRADITIONAL FORMS OF REMUNERATION
ACTU Congress 1995

1 ACCORD MARK 8

- 1.1 The essential wages strategy over the next two years is to build upon award restructuring and implement Accord Mark 8.
- 1.2 Building upon the existing industrial relations framework, the key objectives to be pursued by unions in the next two years include:
- (i) further improving members' real wages and working conditions through extending the participation in bargaining at industry and workplace levels in the context of improving the productive performance of enterprises and implementing flexibility at those levels;
 - (ii) continuing to secure safety-net wage adjustments by arbitration for all workers unable to secure wage increases through direct workplace bargaining;
 - (iii) continuing to ensure that the award safety net provides for secure, relevant and consistent wages and conditions of employment;
 - (iv) continuing to ensure the needs of women, migrants and young people are adequately safeguarded under enterprise bargaining; and
 - (v) continuing the process of increasing equity in pay and conditions of employment for women workers.
- 1.3 A primary focus of Accord Mark 8 is the devolution of authority by the continuation of a more decentralised and flexible approach to wages and working conditions, based on implementation of award restructuring through enterprise bargaining involving workers and their unions.
- 1.4 Enterprise bargaining must not provide a means for employers to gut the award system. The fundamental basis on which enterprise bargaining must build, is the framework of minimum standards provided by awards of industrial tribunals. Without this essential underpinning, Australian standards of equity and industrial fairness would be at risk and the workplace reform process would be in jeopardy. Award wages and conditions must be regularly improved to provide an effective and dynamic award system.
- 1.5 A substantial objective of Accord Mark 8 is to achieve strong employment growth and substantially reduce unemployment, whilst maintaining low inflation outcomes.
- 1.6 Equality of access by unions representing workers in different industries must be a central feature of any wages system. Whilst recognising that bargaining outcomes may vary across industries and between workplaces the same basic opportunities and constraints must apply to all sections of the workforce.

2 INDUSTRIAL TRIBUNALS

- 2.1 The role of Industrial Tribunals focuses increasingly on safety-net provisions, test case standards, conciliation and dispute settlement, and updating and maintaining the relevance of the award system. Arbitration remains essential to the maintenance of a viable award system.
- 2.2 Increasingly, decisions about wages and working conditions over the next two years will be made at the industry/enterprise/workplace level by agreement between employers and workers through their unions. Industrial Tribunals will retain as a key function the oversighting of the operation and maintenance of the award system including the continuation of the minimum rates adjustment process and the establishment of skill based career path structures.
- 2.3 Industrial Tribunals can assist the parties in conciliating, where requested, in their negotiations. Tribunals must ensure that certified agreements do not disadvantage employees and that other requirements spelt out in the legislation have been met. Tribunals should provide for a workable safety net mechanism by arbitration, and continue to give effect to pay equity.
- 2.4 State Tribunals
- (i) The ACTU supports an award based safety net wage systems within each State/Territory industrial relations framework.
 - (ii) The abolition of the Victorian IRC, and the actual and proposed legislative changes in Tasmania, South Australia and Western Australia, have increased the importance of access to the AIRC by public and private sector workers previously covered by state awards.
 - (iii) When workers previously covered by state awards seek federal coverage, *prima facie* the pre-existing rates and conditions should apply.

3 THE AWARD SYSTEM

- 3.1 The award system is essential to the achievement of equity and industrial fairness.
- 3.2 Any actions which undermine the award system's viability (e.g. misuse of the Prescribed Payment Scheme tax system) must be eliminated.
- 3.3 Whilst there will be increased reliance on enterprise agreements, many workers will remain wholly reliant on award provisions to protect their wages and conditions.
- 3.4 Paid rates awards will necessarily remain an integral part of the award system having regard to the special features of particular sectors and industries.
- 3.5 Awards must be regularly adjusted to maintain and improve wages and conditions, and reflect improvements achieved through enterprise bargaining.
- 3.6 Awards should be examined to ensure that they do not contain provisions which have a discriminatory effect.
- 3.7 Affiliates should not agree to insert exemption clauses in awards or agreements. Congress calls on the ACTU Officers to assist any affiliate which seeks assistance for the removal of exemption provisions from its awards.

4 ENTERPRISE BARGAINING

- 4.1 Industry/enterprise/workplace bargaining will build on the award system, and must not be a mechanism to undercut award standards.
- 4.2 The wages system must provide the parties with the opportunity to reach agreements directed at lifting productive performance of enterprises and competitiveness, and to negotiate wage increases in that context.
- 4.3 In this regard the ACTU supports collective bargaining and is strongly opposed to attempts by employers to undermine the bargaining position of workers by introducing individual employment contracts as part of any approach to enterprise bargaining.
- 4.4 Parties to agreements should develop agreements appropriate to their own circumstances and must ultimately take responsibility for their own agreements.
- 4.5 Enterprise wage increases not directly linked to improving the productive performance of enterprises should be limited.
- 4.6 The continuation of change, and in particular, work organisation, job design and skill enhancement and the process of reform should be integral to agreements.
- 4.7 A broad agenda of change should be pursued in workplace bargaining.
- 4.8 Agreements should generally be longer-term, comprehensive and "closed" (ie exclude wage increases from any other sources for the specified duration of the agreement).
- 4.9 In an environment of constructive actions by government and employers, unions are committed to supporting a process of continuous improvement in productive performance within individual enterprises and workplaces and working to achieve best practice.
- 4.10 Parties at the industry/sectoral level may also establish framework agreements which reflect their commitment to the ongoing process of structural efficiency at the workplace or industry level. These agreements should guide orderly and constructive workplace bargaining in individual enterprises within their sector, and facilitate the reaching of agreement at workplace level.
- 4.11 Having regard to general economic considerations, wage increases may be negotiated to reflect the important benefits of such framework agreements and the parties' commitment to implement them through individual workplace agreements which are consistent with the objectives of workplace bargaining outlined above.
- 4.12 The gains from workplace change and the introduction of new technology should be part of the bargaining process.
- 4.13 Indicators of productive performance should be broadly based and directed towards improving services to the community/client/customer, rather than a negative cost cutting approach directed at cost offsets, labour shedding or casualisation.
- 4.14 Improvement in productive performance may require increased investment and may yield benefits over time. Indicators of productive performance should be:
 - (i) appropriate to the needs of the enterprise and the workforce;
 - (ii) linked to steps to improve productivity;
 - (iii) group based, rather than individually based;
 - (iv) jointly developed by management and unions; and
 - (v) regularly reviewed to ensure their continuing relevance.
- 4.15 Productive performance targets should be realistic and not arbitrarily determined.

- 4.16 There should be full information disclosure by management on productive performance measurement and outcomes.
- 4.17 Bargaining should be conducted consistent with "best practice" principles as set out in the Best Practice Enterprise Bargaining Checklist. (Appendix 5)
- 4.18 In developing future policies and strategies the ACTU will have regard to the information data base.
- 4.19 Over the next few years Enterprise Bargaining will be subject to analysis, evaluation and review to ensure that the objective of ACTU wages policy is achieved.

5 SAFETY NET ADJUSTMENTS

- 5.1 To maintain the relevance over time of restructured awards, and the protection they provide for workers' living standards, award rates of pay must at least be adjusted for inflation from time to time.
- 5.2 Two safety net adjustments of \$8 per week have already been secured in accordance with the September 1994 decision of the AIRC. In the period through to 1996 a further safety net adjustment of \$8 per week is available in accordance with that decision.
- 5.3 There can be no strings or offsets attaching to the safety-net adjustment if the system is to be fair, workable, consistent with the need to extend workplace bargaining, and provide a genuine safety net.
- 5.4 There shall be no double-counting. Arbitrated safety-net increases will not apply to employees receiving wage increases through workplace bargaining.
- 5.5 The arbitrated safety net will initially be limited to claims made in respect of individual workplaces. Where such claims are not capable of being processed due to the circumstances of a particular case there should be scope to argue for an industry-level adjustment.
- 5.6 After a reasonable period, awards should be varied to increase the wage rates by the safety-net amount with no double counting and no offsets, subject to the over-riding conditions of the Accord.
- 5.7 The safety-net adjustments are primarily intended to provide some protection for low paid and industrially weak groups, but must be accessible in all areas - minimum rate and paid rate alike - where workplace negotiations have failed to generate wage increases by agreement.
- 5.8 If a decision of the National Wage Case prevents timely access to the safety net the ACTU Council shall review the Accord.

6 THE PUBLIC SECTOR

- 6.1 Wage levels for the Public Sector will continue to be established in a manner consistent with the wage system as a whole. In general the wage rates will be expressed as paid rates.
- 6.2 The Public Sector outcomes will reflect the ongoing policy commitment to improving real living standards within a wage system designed to improve productivity, flexibility and access to training and career opportunities.
- 6.3 As a consequence of actions by State Governments to emasculate the State Government Industrial Relations Tribunals, the ACTU and affiliates will be active in promoting the transfer of State public sector employment to the Federal jurisdiction.
- 6.4 Unions in the public sector must have the right to bargain freely to achieve improvements in real wages and conditions. The ACTU will negotiate with the Federal Government to establish measures to achieve access of Public Sector Employees to improvements in real wages and conditions. Such increases must not be based on narrow cost offsets and should be appropriately funded.

- 6.5 Where State or Territory Governments refuse to negotiate these improvements, the ACTU seek the intervention of the Federal Government to achieve this goal as part of the Accord process.

7 NON-TRADITIONAL FORMS OF REMUNERATION

- (i) With the end of Taylorism and the emergence of new forms of work organisation and job design, some employers are pressing workers to accept non-traditional forms of remuneration, including:
- a) bonus systems and piece work;
 - b) merit/performance pay;
 - c) employee share ownership plans;
 - d) skill based pay systems;
 - e) gainsharing; and
 - f) annualised hours and pay.
- (ii) Salary packaging and other means of introducing non-traditional forms of remuneration are no panacea for improving the competitive performance of enterprises, and can have the effect of reducing the tax base.
- (iii) Nevertheless, and in conjunction with other workplace reforms, certain non-traditional forms of remuneration may assist in achieving improved competitiveness, and unions must be equipped to provide members with relevant and useful advice on these matters. The ACTU should further investigate these issues.

7.1 Bonus systems and piece work

- (i) Bonus systems and piece work arrangements are not new. Traditionally, bonus systems provide for specified amounts to be paid conditional on output exceeding a predetermined threshold and are usually based on the output of individual workers.
- (ii) This traditional focus on output per unit of labour input reflects a management approach centred on Taylorism and rooted in mass production systems with little worker control of the process or assessment of the work system.
- (iii) An exclusive reliance on such approaches diverts management and workers from addressing key issues which improve the productive performance of enterprises, such as quality, on-time delivery, customer satisfaction, product time cycles, and modern management systems. Further these measures can have adverse occupational health and safety implications.
- (iv) Unions should ensure that workers are advised of the limitations and deficiencies attaching to bonus systems, especially in relation to long service leave, annual leave, etc. and that they are aware of alternative approaches which may be pursued.

7.2 Merit Pay

- (i) Pay arrangements purportedly based on individuals' merit provide for additional amounts to be payable whenever performance is deemed to be superior to a benchmark level. In practice however, the link between merit and performance is difficult if not impossible to assess.
- (ii) Monitoring performance in an attempt to establish merit is characteristically expensive and labour intensive. Moreover, it can be repressive and highly subjective.
- (iii) The so-called merit assessment process promotes favouritism, is open to abuse, delivers inequitable outcomes, often generates conflict and resentment, mitigates against teamwork, creates mistrust and can foster secret deals.

- (iv) Unions should ensure that workers are fully appraised of the problems and shortcomings which may be associated with so-called 'merit pay' arrangements.

7.3 Employee Share Ownership Plans (ESOPs)

- (i) Increasingly, ESOPs are being promoted in Australia and overseas.
- (ii) There are arguments for and against such plans. Whilst ESOPs offer some potential for workers to benefit directly from improvements and/or sustained excellence in company performance, this must be set against the possibility of workers losing all or part of their investment.
- (iii) Further, certain companies seek to misuse ESOPs in attempting to turn workers against their unions.
- (iv) Unions must be prepared with the facts and ready to inform their members about ESOPs in order to represent workers' best interests whenever the issue is put on the workplace bargaining agenda.
- (v) The ACTU publication "Employee Share Ownership Plans - Handle With Care" [D42/93] provides an important information resource.
- (vi) The policy position on ESOPs adopted at the 1989 ACTU Congress establishes the basic principles which should guide unions in dealing with such proposals.

7.4 Skill Based Pay Systems

- (i) Award Restructuring has seen the establishment and continuing development of skill based career paths in industrial awards.
- (ii) This reform program is premised on broadly based and nationally portable skill standards as the basis for skill based pay systems, and requires close integration with the nation's training infrastructure and accredited training providers.
- (iii) Payment systems based on narrow process or machine specific skills are the antithesis of broad-based competencies and provide an unacceptable foundation for workplace pay arrangements.

7.5 Gainsharing

- (i) "Gainsharing" arrangements are group based incentive programs where employees earn increased pay by finding ways to achieve savings in labour, capital, materials and energy costs of production.
- (ii) Such arrangements should carefully be assessed. The union, delegates and members must participate in the development of the scheme, and the members must be given an opportunity to vote on its implementation.
- (iii) Gainsharing incentive schemes should in general be in addition to the award rate and any existing overaward payments, and not result in diminution of the pre-existing actual rate.
- (iv) These schemes are best introduced in conjunction with reform of work organisation and job design, to reinforce teamwork and worker decision making and remove Taylorism.
- (v) Benchmark standards must be meaningful and understood by workers, and targets set should be legitimate and achievable. Data collection, monitoring and assessment should be built into the work itself rather than generate additional bureaucracies. Results should be made known to all employees.
- (vi) Comparisons should be made with historical performance, industry standards and international competitors.
- (vii) In general, a wide range of performance indicators should be considered.

- (viii) Arrangements should be open and transparent to workers and defensible to shareholders/stakeholders, subject to commercial-in-confidence limits. Gains should be shared equitably across the enterprise.

7.6 Annualised Hours and Annualised Pay

- (i) Several agreements reached in recent years include annualisation of pay and hours of work. Where this issue is raised in workplace bargaining, the following guidelines will be relevant.
- (ii) There must be full and open consultation with the union, delegates and members, and an opportunity must be provided for members to vote on the introduction of such arrangements.
- (iii) There should be no loss of earnings involved.
- (iv) Introduction of annualised hours and pay may complement but is no substitute for introduction of modern forms of work organisation and job design.
- (v) Workers' occupational health and safety are a fundamental consideration.
- (vi) Holiday breaks, mechanisms to cover absences, provision for accredited training and etc. should be determined by agreement as part of the package.

8 PAY EQUITY

8.1 Workplace bargaining outcomes must be monitored to ensure that gender-base inequalities in pay are not widened.

- (i) An equitable wages system must provide protection for those who are in a weak bargaining position in the workforce.
- (ii) The Award system has been the major vehicle for redressing pay inequity for women workers and must continue to underpin Enterprise Bargaining. Unions are encouraged to use existing avenues of redress, including the MRA process and through re-evaluation of women's skills. Unions are encouraged to utilise the equal remuneration for work of equal value provisions of the Act.
- (iii) Unions are called on to ensure that enterprise/industry bargaining addresses issues of specific concern to women workers - both by redressing existing inequities e.g. in overaward payments/benefits and in the positive promotion of work/family policies e.g. child care/permanent part time work, parental leave, etc.
- (iv) In recognition of women's weaker industrial bargaining position and the difficulties in assessing "productive performance" in many female dominated industries, particular attention needs to be given to the involvement of women members in the preparation and negotiation of claims. The Equity and Enterprise Bargaining checklist should form the basis for achieving equity. (Appendix 3)
- (v) All available databases should be used to monitor and analyse enterprise agreements on a gender basis. Unions and the ACTU Women's Committee will have comprehensive data to draw on in planning appropriate strategies to ensure progress continues to be made in reducing pay inequity. Should the data reveal inequities, the wages strategy should be reviewed and mechanisms to redress these and prevent them continuing should be included.
- (vi) The Sex Discrimination Act and the Australian Industrial Relations Act make possible the lodging of individual and union complaints of discrimination (both direct and indirect) in new Awards and Enterprise Agreements.

- (vii) ACTU wages policy and strategies will continue to be assessed against the criteria of eliminating pay inequity. In the meantime ACTU Women's Wages Strategy provides strategies for achieving pay equity.
- (viii) Unions and the ACTU are called upon to use the provisions of the IR Act and the Sex Discrimination Act to eliminate discrimination (direct or indirect) in awards and agreements with respect to remuneration and conditions of employment.

8.2 In order to ensure the continued implementation of the ACTU Working Women's Policy and Charter the following strategies should be pursued by the ACTU and affiliates:

- (i) Access to conciliation and arbitration by industrial tribunals.
- (ii) Regulation of wages and conditions by enforceable industrial awards and agreements.
- (iii) General wage increases available to all workers.
- (iv) Continuation of award restructuring involving the development of skill based classification structures based on work value determined without gender bias, career paths, attainment of reasonable minimum rates of pay via minimum rates adjustments and the protection of minimum award rates in their entirety.
- (v) Enterprise/industry bargaining conducted by trade unions so that women's wages and conditions are not eroded by the devolution of the wages system and the gains made in improving the position of women are not eroded.
- (vi) Involvement of women in enterprise/industry bargaining.
- (vii) Inclusion of a wide range of issues such as child care and family support measures in enterprise/industry bargaining.
- (vii) Equitable distribution of the benefits of enterprise/industry bargaining to all workers.
- (ix) Rejection of narrowly focussed definitions of productive performance in favour of broad based approaches to the attainment of efficient production of goods and effective delivery of services.
- (x) Identification and removal of discrimination in wage rates through the application of the equal pay for work of equal value principle and participation in the inquiry into Over Award Payments.
- (xi) Recognition that equal pay strategies need to be linked to broader issues such as training, work organisation, child care, family support measures and affirmative action. [Appendix 4]

9 ENVIRONMENT/OCCUPATIONAL HEALTH AND SAFETY

Unions should seek inclusion of environmental protection/improvement and Occupational Health and Safety clauses in workplace agreements. Model clauses are at Appendix 1 and 2.

MODEL OHS CLAUSE
for inclusion in Enterprise Agreements

1 OBJECTIVE

1.1 The parties to this agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing occupational health and safety issues which aims to:

- (i) control hazards at source;
- (ii) reduce the incidence and costs of occupational injury and illness;
- (iii) review work and management practices affecting the inter-relationship between efficiency, productivity, and health and safety; and
- (iv) provide a rehabilitation system for workers affected by occupational injury or illness.

2 CONSULTATION

2.1 Consultative mechanisms will be established to address occupational health and safety issues. Such mechanisms will include:

- (i) the election of union health and safety representatives who will represent fellow workers in negotiations on health and safety matters; and
- (ii) the establishment of an occupational health and safety committee.

2.2 The OHS Committee shall consist of equal numbers of management and union representatives, unless otherwise agreed.

2.3 The Committee shall meet at least quarterly and will facilitate cooperation between management and employees on health and safety matters including the development, implementation and review of OHS policy and procedures, analysis of injury/incident trends and workers compensation performance and review of accident/dangerous occurrence reports together with reports on preventive action taken.

3 TRAINING

3.1 Employee OHS representatives will be given paid leave to attend trade union OHS training courses.

3.2 Workplace training programs, including induction and on-the-job training, will outline company OHS policy and procedures, particular hazards associated with the job, controls measures applicable to each hazard, and how to utilise OHS systems to identify hazards and instigate preventive actions.

3.3 Management training programs will outline company OHS policy and procedures, particular hazards associated with the job, controls measures applicable to each hazard, and how to utilise OHS systems to identify hazards and instigate preventive actions.

4 OCCUPATIONAL HEALTH AND SAFETY PROGRAM

- 4.1 The employer shall institute a procedure for collecting information on the nature of hazards and incidence of injury which includes:
- (i) an internal system for reporting, recording and investigation of incidents, injuries and illness;
 - (ii) the routine analysis of injury/illness/incident data; and
 - (iii) routine reports on key OHS performance indicators (lost time trends, injury frequency rate trends, cost and severity measures, estimation of indirect costs).
- 4.2 A system of regular workplace inspections and regular hazard audits of work areas and work practices which include reference to relevant legislation, standards and codes of practice shall be instituted at the workplace. These will be carried out with the involvement of the OHS representatives.
- 4.3 Records of workplace inspections shall be maintained by the employer and made available to the Occupational Health and Safety Committee.
- 4.4 A scheduled maintenance program which includes requirements of relevant occupational health and safety legislation, standards and codes of practice shall be maintained in consultation with the Occupational Health and Safety Committee.
- 4.5 The employer shall take prompt action to deal with any health and safety problems.
- 4.6 Where a problem exists regarding the understanding of OH&S policies and procedures literacy training should be included in the OH&S Agreement.

MODEL ENVIRONMENT CLAUSE

1 INTRODUCTION

The employer and the union(s) agree (on this date) to implement the following joint environment clause.

- 1.1 The employer and the union(s) believe that environmental awareness relating to an employer's undertakings is of great importance and therefore are committed to addressing environmental issues in a positive and co-operative manner.
- 1.2 Fundamental to achieving this is a commitment to consultation. This can best be achieved through the involvement of employees and the union(s) in jointly determining policies and procedures.
- 1.3 This clause and all relevant information will be communicated to workers in an appropriate form and language taking due regard to the complexities of the issues and the literacy and language skills of employees.
- 1.4 It is acknowledged that the final responsibility for environmental policy rests with management. Employees and the union(s) shall not be legally liable for any adverse outcomes arising from any decisions the Environment Committee addresses at (2) below.
- 1.5 This clause shall in no way undermine existing awards, working conditions or amenities nor shall it remove any responsibility that the Employer has under existing occupational health and safety or environmental protection legislation.
- 1.6 This clause aims to improve the Employer's environmental performance. Where improvements in environmental management increase the Employer's productivity or profitability then this clause provides for the union(s) to negotiate a share of that improvement.
- 1.7 The Employer and the union(s) are committed to improving the employer's environmental performance. Any costs associated with the implementation of this clause shall be borne equitably and not result in any staff reductions.

2 ENVIRONMENT COMMITTEE

The Employer and the union(s) agree to the formation of an Environment Committee to consider environmental issues within the workplace. Such issues shall include those that do not fall within the ambit of the OHS or other specified committees. However, recognising that many issues will have both an OHS and environmental management component, it is agreed that mechanisms will be developed to enable joint consideration of issues as needed.

- 2.1 The Environment Committee shall have equal representation of union and management members. The chairing of the Committee shall be rotated between management and the union(s).
- 2.2 The Committee will have the ability to make decisions on the matters referred to it; accordingly, at least one member of management of sufficient rank to make those decisions will be a member of the Committee.
- 2.3 Meetings shall be conducted regularly as agreed to by the Committee. Agendas will be circulated prior to meetings and minutes made available after meetings, to all employees.
- 2.4 Union members of the committee will be paid to attend meetings and allowed time to report back to members.
- 2.5 Members of the committee shall be provided with facilities to enable them to conduct their business and the Employer shall ensure that the committee has access to all relevant information. Where concerns regarding commercial confidentiality of information arise, members given access to such information may be required to abide by the Employer's confidentiality requirements.

2.6 The union(s) will reserve the right to request additional information where they feel this is required to make a decision.

2.7 Role of Committee

- (i) The Environment Committee will be responsible for developing and implementing an environment plan for the Employer's undertakings.
- (ii) The committee shall have authority to call on the advice of consultants to assist them in determining environmental issues at the workplace and recommend appropriate measures. The Employer agrees to fund an environmental audit. Employees will participate in any auditing of their section in a manner deemed appropriate by the committee.
- (iii) The Environment Committee will have the responsibility to decide what training requirements may be necessary to enable the employer and employees meet the employer's environmental obligations.
- (iv) In recognition of the complexity of environmental issues at the workplace, the Employer will provide on-going training to committee members to assist them in their task.

2.8 Environment Officer

The Environment Committee in workplaces with more than 500 employees will give consideration to directing a member of that committee to act in the capacity of environment officer. The environment officer will be trained to ensure that s/he is competent to fulfil the duties of the position. The main duties of the environment officer will be to assist the environment committee, implement decisions of the committee and liaise between the company, committee and employees.

3 ENVIRONMENT PLAN

3.1 An Environment Plan will be developed by the Environment Committee and will be the guiding document for environmental improvements for the Employer. The Environment Plan will be developed by the Environment Committee in consultation with all employees.

3.2 It will be consistent with the general principles as laid down in the ACTU and Employer's Environment Policies.

3.3 It will set out what action will be pursued on the following issues;

- (i) energy efficiency
- (ii) waste minimisation and recycling
- (iii) pollution and emission controls
- (iv) workplace environment (inside and outside)
- (v) compliance to statutory requirements (if applicable)
- (vi) education on environment issues for the general workforce.

The plan shall not be restricted to the above matters and may be added to by the committee as it sees fit.

3.4 The environment plan will be reviewed after 12 months.

3.5 The Committee may call on the expertise of outside experts and consultants in assisting in the preparation of the plan.

4 EDUCATION AND TRAINING

4.1 The implementation of Best Practice Environmental Management will involve the introduction of new processes and technology that minimise environmental impact. The Employer and the union(s) recognise that the key to this will be a flexible multi-skilled workforce. The involvement of employees in identifying and seeking improvements in environmental performance will require a commitment to education and training.

- 4.2 The Employer and the union(s) therefore support a process of continuing education and training of employees in environmental management so as to ensure improvements in environmental performance and in the skills and career opportunities available in the industry. The Employer agrees to allow its employees leave to attend accredited training courses or in-house education seminars on full pay.
- 4.3 The Employer agrees also to assist the Environment Committee to develop:
- (i) General environmental information of workplace processes and their relationship to global environmental problems to enable employees to participate in identifying environment issues in the workplace.
 - (ii) Specific, accredited training on workplace processes and technologies.

EQUITY AND ENTERPRISE BARGAINING CHECKLIST

1 GETTING PREPARED

- 1.1 Ensure women are involved when the union consults members.
- 1.2 Call meetings for times women can attend. Make sure part-timers and shift workers are included.
- 1.3 Consider teleconferencing for workers in remote areas.
- 1.4 Find out where women work and what their problems are.
- 1.5 Ask members about their work and family responsibilities - see if there are claims to be included as a result.
- 1.6 Raise with members the particular problems faced by women, e.g. unequal access to training, overtime, discrimination. Make sure the claim addresses these.
- 1.7 Talk about work organisation, career paths, discuss the undervaluing of women's skills.
- 1.8 Make a commitment to members that equity issues will be included in the unions' claim.
- 1.9 Make sure union communications are in plain English and also translated into other appropriate languages.

2 WHAT IS IN THE CLAIM

- 2.1 Proposals to change work organisation are a chance to develop careers for women and break down the "ghettos" of women's work.
- 2.2 The claim can include some flexibilities of value to women, such as access to flexitime, permanent part-time work, different working patterns. But be careful not to build in "flexibilities" which in fact limit women's access.
- 2.3 Most women work in service occupations where productivity measurement is difficult. These issues may be relevant productivity initiatives which may assist women workers are:-
 - (i) Redesigning of work practices to ensure better use of skills.
 - (ii) Reduction of supervision.
 - (iii) Eliminating discrimination, in access to jobs, promotions, training, information.
 - (iv) Implementing affirmative action programmes.
 - (v) Providing jobs with more variety and training.
 - (vi) Redesign of heavy or repetitive work.
 - (vii) Greater team work.
 - (viii) Better dispute and grievance processes.
 - (ix) Improving quality in service.

- (x) Increasing occupational health and safety and decreasing workplace accidents.
 - (xi) Updating technology.
- 2.4 Aboriginal and migrant workers should be afforded equity in leave provisions and recognising family and kinship relationships.
- 2.5 Where pay inequity exists for Aboriginal or migrant workers, this should be addressed as a pay equity issue.
- 2.6 Productivity measurement should not be at an individual level - measure total output of the team or organisation if measuring at all.
- 2.7 Do not trade off conditions which make it possible for women to work e.g.:-
- (i) Maternity and special leave.
 - (ii) Penalty rates.
 - (iii) Childcare.
 - (iv) Hours which are predictable and meet family needs.
- 2.8 Include benefits for workers with family responsibilities e.g. leave to care for sick dependants.
- 2.9 Formalise informal arrangements and practices of benefit to workers.
- 2.10 When developing competency standards, appropriately value women's skills which often hold the job together e.g. communications, team work, co-ordination, juggling several tasks, etc.
- 2.11 Recognise the role of "support" work in the claim.
- 2.12 Look at reclassifications, aligning Over Award payments and other benefits to eliminate pay differentials.
- 2.13 Pay increases should change the base rate, not be by way of "one-off" or discretionary allowances.
- 2.14 Increases should apply to all workers in the organisation e.g. clerical as well as production.
- 2.15 Consider flat dollar increases which help lower paid workers.
- 2.16 Build in a training program for all employees.
- 2.17 Do not build in unnecessary qualifications requirements.

3 THE NEGOTIATIONS

- 3.1 Before negotiations start, get agreement to:-
- (i) Paid time for negotiations, and for negotiators to prepare.
 - (ii) Paid time for training negotiators.
 - (iii) Paid time for report back.
 - (iv) Meetings at times women can attend.
 - (v) Child care if meetings are after hours.
- 3.2 Include women and representatives of all workplace groups in the Single Bargaining Unit.
- 3.3 Report back regularly to all members, ensure the proposal can be modified in response to feedback.

- 3.4 Vary meeting times and locations to include women, if necessary provide reports in other languages.
- 3.5 Have women conduct some of the meetings.
- 3.6 Make sure there is time to consider and discuss information, prior to voting.

4 IS IT A GOOD DEAL?

- 4.1 Don't treat the benefits for women as peripheral or expendable.
- 4.2 Measure your result against your claim.
- 4.3 Be sure that the benefits are equally available to all workers.
- 4.4 Have you improved the jobs/training/career paths for women?
- 4.5 Is there recognition of the needs of workers with families.

5. LITERACY

- 5.1 Should be part of all enterprise agreements where the need exists.
- 5.2 Efforts should be made to encourage migrant workers with poor English speaking skills to become involved in the enterprise bargaining process.

ACTU WOMEN'S WAGES STRATEGY**1 EQUAL PAY PLANS FOR INDUSTRIES**

- 1.1 In maintaining its commitment to equal pay the ACTU will encourage affiliates to pursue the development of industry specific equal pay strategies for the industry.
- 1.2 The equal pay strategies will examine and consider:
- (i) the barriers to equal pay in the industry
 - (ii) ensuring that minimum rates and work value adjustments establish appropriate and equitable relativities
 - (iii) analysis of over-award payments and allowances in the industry
 - (iv) developing affirmative action initiatives for women in the industry which should examine work design, child care and work and family leave initiatives amongst others.

2 EQUAL PAY AND WORK ORGANISATION

- 2.1 The ACTU recognises equal pay is directly linked to work re-organisation and in addressing this issue the ACTU will encourage affiliates in negotiations relating to job and work redesign to give attention to:
- (i) making the achievement of equal pay a central objective of such negotiations,
 - (ii) ensuring job and work re-design is clearly integrated into an award framework that develops women's skills and provides them with access to further training and promotion ie. career paths,
 - (iii) decreasing gender segmentation in the workforce,
 - (iv) identifying and removing any sex bias in job evaluation systems and recognition of skills,
 - (v) identifying and establishing infrastructure mechanisms that contribute to meaningful job and work re-organisation such as child care,
 - (vi) ensuring that participative work practices which include women workers are enshrined in any job or work re-organisation.

BEST PRACTICE ENTERPRISE BARGAINING CHECKLIST
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- 1 Conduct research on the enterprise and the industry in which the enterprise operates in order to establish the economic circumstances and strategic direction of the enterprise and the industry.
- 2 Participate in joint strategic planning exercises with the enterprise and or industry management representatives in order to establish a constructive partnership whereby unions and management work together to improve the performance of the industry and enterprises and secure improved wages, conditions and employment security for members.
- 3 Ensure strong workplace organisation, with properly trained shop stewards in place before entering into Enterprise Bargaining negotiations.
- 4 A useful option is to commence negotiations with the industry/enterprise by entering into a Memorandum of Understanding which involves a joint statement of intent and sets out the rights and responsibilities of the parties during the negotiation phase. In particular the memorandum of understanding can include the following;
 - (i) composition of bargaining units including representation from all groups eg. women, migrants, all occupational groups
 - (ii) right of union participants to meet in paid working time to prepare for meetings, to consult with the workforce generally and to report back to members
 - (iii) conduct of shop stewards education courses
 - (iv) report back to members after every meeting taking into account the needs of Non-English Speaking Background employees
 - (v) disclosure of information by management
 - (vi) subjects of negotiation to be broad and include management practices, a broad approach to productivity, skill development, work organisation, key performance indicators, employment security, commitment to award minimums.
- 5 **Best Practice outcomes in Enterprise Bargaining include:**
 - (i) improving members standard of living and quality of working life
 - (ii) providing members access to information about the enterprise and workplace
 - (iii) increasing involvement in decision making
 - (iv) improving workplace performance (quality/quantity/timing/budget/customer response)
 - (v) providing a safe workplace
 - (vi) improving Equal Employment Opportunity
 - (vii) providing employment security
 - (viii) upgrading and recognition of skills acquired and used through better training and the development of appropriate competency standards developed in conjunction with relevant unions
 - (ix) setting up of consultative committees whose responsibility it is to look at efficiency issues by ensuring work process, job design, restructuring of work organisation and service delivery are responsive to community and worker needs
 - (x) implementing measures to attract labour and reduce turnover, disputation and absenteeism

- (xi) improving use of existing and new equipment and technology
- (xii) implementing specific programs to improve service quality
- (xii) developing measures to improve the working environment to reduce the risk of accident or injury and to improve all occupational health and safety aspects
- (xiv) including mechanisms which support workers with family responsibilities such as work based child care and family leave provisions
- (xv) recognising the benefit to the community generally which arises from the provision of such services.