EQUITY OR EXCLUSION? A CASE STUDY OF THE WORKPLACE BARGAINING PROCESS

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ABSTRACT

The impact of enterprise bargaining upon microeconomic and macroeconomic performance has been debated by proponents of both centralised and decentralised industrial relations systems. While arguments elucidating the merits of each can be found, the impact of enterprise bargaining upon women and minority groups is less ambiguous. Studies undertaken both in Australia and internationally suggest that decentralisation has the potential to lead to problems for equity. This paper undertakes an examination into the participation of women in the workplace bargaining process. A case study of a corporation in the maritime industry provides evidence of exclusion and inequity in the negotiation and outcomes of an enterprise agreement where a significant minority of the employees covered by the agreement are women employed in the clerical and service sectors. The paper considers the significance of the bargaining process by highlighting the power struggles, exclusion tactics, lack of communication and inequitable representation of women that are frequently neglected in the enterprise bargaining debate.

At both the workplace level and in the labour market, women are less likely than men to be involved in enterprise bargaining for a number of reasons. Workplace bargaining often excludes those industries and occupations where women predominate. The reason for the exclusion of certain occupations such as clerks and salespersons in many agreements appears twofold. Firstly, actual bargaining is least likely in the female dominated industries of retailing, finance and recreation and most likely in the male-dominated industries of mining, energy generation and supply and transport. The second reason relates to women's lack of industrial strength. Bargaining is based on power relations. Women are segregated into the weakest, least unionised, least strategically important, most geographically diverse and lowest value-added sectors of the workforce (Burgmann 1991 in Scutt 1991:34). Women are also more likely to be employed in smaller workplaces than men and are often unable to participate in the bargaining process as many work part-time and still carry the responsibility for most domestic duties.

The division of internal labour markets into a qualitatively flexible core of permanent staff and quantitatively flexible periphery (mainly part-time/casual workers) also emphasises the commonality of interests between management and core workers, while underlining the differences between the core and periphery. Quantitatively flexible employees are those who are non-essential to the continual operation of the enterprise and who are usually the first to be dismissed during downturns in the business cycle, whereas the core workforce consists of predominantly full-time skilled employees who are necessary to the operation of the enterprise. In many workplaces the bargaining unit comprises only those sectors of the workplace which are industrially organised and in which productivity is easily measured, and excludes employees in the sales and clerical areas where women predominate. Where women are included in the negotiation of an agreement, they are, in the majority of cases, underrepresented during negotiations and experience difficulty in placing issues of importance to them on the bargaining agenda.

Many of the reasons why women are the likely losers in enterprise bargaining are,
however, historical. At the beginning of this century Australia was one of the first countries in the world to establish a national minimum wage for workers based on a worker's need to support a family. It was considered normal that this requirement would be defined in terms of the needs of a man to support a family, whereas women were thought to have only themselves to support until marriage. As a result, women were paid only half to three-quarters of the male rate. The introduction of the male minimum wage enshrined an inequitable system of work valuation into Australia's wage fixing process, and it remained the basis for wage fixation until 1972 when the Australian Conciliation and Arbitration Commission endorsed the principle of Equal Pay for Work of Equal Value. Unfortunately the legacy of this discrimination is a major barrier to achieving equality for women today (National Women's Consultative Committee 1990:7). The reason for this is that pay equity refers to total take-home pay while equal pay is limited to a consideration of the base rate only, within the same occupational group. This definition has obvious limitations when applied to the predominantly female occupations where women already receive "equal pay" with men within the same occupation, but where base rates lag significantly behind those applicable to other male or gender-neutral occupations with similar qualifications and work value (Rafferty 1991:4). This is primarily due to the significant proportions of over-award payments determined at the enterprise level.

Over-award payments are, by definition, payments in excess of award obligations. These payments can be made to employees in various forms, from fixed payment amounts and flexible production bonuses to other non-monetary benefits such as employer sponsored childcare, company vehicles and employee share plans. However the most prevalent form of over-award remuneration is a lump sum payment (Worland 1994:3). This type of payment is an unconditional standard weekly payment in addition to the award minimum. Sex discrimination has always been a feature of over-award payments. Although over the years award based pay has been subject to a number of formal mechanisms to remove inequities, over-award payments, because of their more informal nature within the industrial relations system, have not. In its submission to the Human Rights and Equal Employment Opportunity Commission's inquiry into possible sex discrimination in over-award payments, the Department of Industrial Relations (DIR) analysed the Australian Workplace Industrial Relations Survey (1991) data on over-award payments for private sector workplaces, and concluded that workplaces with less than 25 per cent female employees were more likely to pay over-awards to at least some employees than workplaces with more than 75 per cent female employees. Workplaces with more than 75 per cent female employees were more likely to pay no over-awards or to pay over-awards to 50 per cent or less of employees. Approximately 27 per cent of workplaces with less than 25 per cent female employees paid over-awards to all award employees, compared with around 4 per cent of workplaces with more than 75 per cent female employees (DIR 1992). Thus, the incidence of over-award payments is much lower in female dominated workplaces than in male dominated workplaces. On an industry basis, apart from finance, property and business services, women's average over-award payments are less than men's and the proportion of women receiving them is less than the proportion of men receiving them. The industries in which women are concentrated tend to have lower over-award payments overall than the industries in which men are concentrated, and for those employees receiving over-award payments the gap between male and female over-awards is substantial. The current earnings disparity between male and female average total weekly earnings is 22 per cent for full time employees. By contrast the disparity between female and male over-award earnings is 54.7 per cent (ABS 1996: Cat No.6306.0).

From the evidence on over-award payments it can be deduced that any increase in the proportion of pay determined at the enterprise level will increase the disparities between male and female wage rates. In addition, wage bargaining in many sectors of Australia's economy
is in no way a new process. It is probable that many elements of the informal bargaining process will find their way into the decentralised bargaining system. What is of concern is that in the move to workplace bargaining those occupations/industries or employees that have experience in over-award bargaining will obtain a significant advantage over those new to the bargaining process by virtue of their position within the enterprise (as shown by their ability to attain over-award payments), knowledge of the bargaining process, skills in negotiation and historical linkages to over-award payments.

Research into this aspect of decentralised bargaining is especially significant in regard to issues of equity, coverage and representation. In those industries where over-award bargaining has been conducted, bargaining units may already exist, yet they may be gender biased, in that they may consist overwhelmingly of one particular occupational grouping primarily interested in preserving inter-occupational differentials, or may not cover one or more occupations present at the enterprise at all. This has major implications for the equity and adequacy of any negotiated agreement, and considering the Industrial Relations Commission's lack of scrutiny over the bargaining process, the outcomes of the final agreement may be less than adequate for many of the employees covered by, or excluded from, the resulting agreement.

The participation of women in the enterprise bargaining process was examined in October 1995 in a case study of an enterprise bargaining agreement in the maritime industry. Over seven hundred employees were employed by what will be called "the Company" across NSW. This case study, however, was confined to the employees of one regional division in which a significant minority (16 per cent) were women employed in the clerical and services sections. The methodology employed for this case study comprised a combination of semi-structured interviews, an employee survey and an analysis of documentation held by the parties to the agreement. Two semi-structured interviews were conducted, one with a union official, who was involved in the single bargaining unit which negotiated the agreement, and one with a manager who was also involved in the negotiations. Several other employees of the Company also volunteered information and advice in informal conversations and correspondence. The survey was received by 95 of the 110 agreement-covered employees of the Company. A total of 52 responses were returned representing a response rate of 55 per cent. A gender breakdown of the respondents indicated that 59 per cent of the female employees responded to the survey, and 41 per cent of male employees did so.

**THE ENTERPRISE BARGAINING AGREEMENT (EBA)**

In recent years considerable attention has been focused on waterfront reform and the negotiation and subsequent ratification of the agreement was considered an outstanding achievement by both the parties to the agreement and the State and Federal Governments. Analysis of the agreement, however, indicates that although waterfront reform by way of reduced labour costs and contracting out of some services was achieved, women employed by the Company were distinctly disadvantaged by the implementation of the agreement. Conditions of employment for part-time and casual workers were reduced. Allowances were restricted to job classifications which were almost exclusively male. The spread of normal hours was increased and meal break time was reduced for white collar employees. In addition, these employees also received lower penalty rates for over-time than blue collar employees. Much of the onus for this result can be apportioned to the composition of the single bargaining unit and the resulting disparity in bargaining strength and knowledge between maritime and clerical and services unions and their officials. Maritime unions are a powerful presence in the waterfront industry and have a long history of collective bargaining while clerical unions have...
less experience in collective bargaining and are traditionally a non-militant union with little industrial strength.

The dominant issue in the agreement was a proposed reduction in equivalent full-time employee positions from 1081 at 13 December 1993 to 700 across all divisions by 30 June 1994. This reduction was to be achieved through early retirements and voluntary redundancies with commensurate savings in salary and wages costs. To enable the Company to attain the required labour levels an early retirement and voluntary redundancy package was developed. The majority of redundancies came from the blue collar areas of engineering, marine and wharf maintenance, with very few staff positions being made redundant. The majority of maintenance services were contracted out, resulting in most redundancies coming from this section. However many of the maintenance and other employees whose positions were targeted for redundancy were already guaranteed positions with the firms which had been awarded service contracts. The acceptance of the redundancy package for many of the blue collar employees therefore was a much less distressing experience than would be first thought. In addition, the redundancy package provided was an extremely generous one. Comments by several survey respondents and interviewees highlighted the fact that there was a general perception by all involved that the agreement was merely a downsizing exercise primarily aimed at reducing employment levels, rather than assisting remaining employees to increase productivity levels. The following comment is consistent with several other respondents’ remarks:

The Enterprise Bargaining Agreement only benefited the Company and staff who took redundancy. Others got the short end of the straw: bad implementation, inconsistent job evaluation and loss of conditions.

The implementation of a remuneration structure with 9 Officer levels with a reduction from 1200 salary points to 79 salary points and the amalgamation of additional payments, disability allowance and annual leave loading into an annualised salary was also a core element of the agreement. A four per cent salary increase was incorporated into the salary adjustment and a further four per cent productivity payment was provided for twelve months after the agreement’s adoption. Not all employees were limited to this annual salary however, as shift allowances, weekend penalties and some special allowances were also available to some employees. These allowances ranged from $3,767 per annum for a computer officer to $44,027 per annum for a first class pilot. The allowances were restricted to job classifications which were almost exclusively male, had high levels of union membership and a record of industrial militancy. These employees in positions of negotiating strength have achieved excellent salary packages with additional bonuses for shiftwork or weekend work to supplement their salary, while the majority of white collar and clerical employees have no access to the same level of benefits.

Wage increases provided by the agreement were percentage increases rather than flat dollar amounts. While all employees were entitled to the same percentage wage increase the outcomes for those employees (mainly women) on low Officer levels were significantly less than the majority of male employees. For example, a four per cent wage increase for a maritime officer Level 2D, which constituted the majority of female respondents, meant an increase of $1064.36 per annum, while the increase for a maritime officer Level 5A, which constitutes the majority of male respondents, meant a wage increase of $1450.28 per annum. Therefore over the life of the agreement, level 5A employees will receive $788.28 per annum more than level 2D employees, as well as having the opportunity to further increase their income through weekend penalties and shift allowances which are not available to any of the female staff as a result of the gender segregation of females to “inside staff”. When queried as to whether employees had been informed that percentage wage increases furthered the
gender wage gap and adversely affected low wage employees in comparison to those on higher wages, the management representative interviewed stated that this had never been an issue. However a female employee responded that if she had known about this inequity then she would have preferred flat dollar increases rather than percentage increases.

The introduction of varied leave provisions, including aged and dependent care leave, were also part of the agreement. Paid leave of up to 5 days per calendar year was provided for employees to arrange or provide short term care for sick, injured or aged dependants or family members. However, although this was included in the agreement, it seemed that some employees were unaware of this provision, as several respondents indicated that family leave should be an issue for future agreements. This may also indicate that employees have not been advised of its availability by company management or union representatives, or conversely that family leave is not being made available to employees in the spirit in which it was intended to be.

The introduction of a childcare scheme was an issue which was also raised in the negotiation of the agreement. The EBA stated that the Company will investigate the feasibility of responding to employee needs for the provision of childcare facilities and benefits, as a component of remuneration. The introduction of a viable child care scheme and the calculation of childcare benefits was one of the major issues of the regional agreement. In July 1994 the Work and Childcare Advisory Service (WACAS) surveyed employees to assess the need for a childcare service within the Company. The Advisory Service made several recommendations including investigation of the option of reserving places in conveniently located long day care centres, the provision of school holiday programs as well as investigating the opportunities to provide more flexible work arrangements in the form of home working and part-time work. This survey is the full extent of the Company’s undertaking.

Seventy per cent of female respondents indicated that they would make use of childcare benefits. Of those respondents who would use childcare benefits if they were made available to them (26 per cent), 60 per cent indicated that the work done so far on the introduction of child care facilities and benefits was unsatisfactory. One respondent stated that the scheme seemed to have lost momentum, indicating that there had been little pressure applied by either unions or employees to ensure that the Company adhered to its responsibilities. The lack of progress, however, seems inconsistent with the level of respondents who stated that they would make use of childcare benefits. Yet over a quarter of the workforce reported that they were affected by childcare issues, representing a significant level of interest in childcare options.

The introduction of further reforms to achieve productivity improvements through job redesign and job evaluation and an increase in the spread of core hours was a main issue in the negotiation of the agreement. As a result of the agreement the Company achieved an expansion in ordinary hours, increased working hours for clerical and ancillary staff by one hour and 45 minutes each week, and effectively negated their ability to receive overtime payments as a result of the combination of the increased spread of normal hours and the hours of work cycles. The spread of ordinary hours of work for 35 hour week (or white collar) employees has increased by two hours on each day, while meal breaks for clerical employees and ancillary support staff have been decreased from 45 minutes to 30 minutes. Under the EBA, hours of work are now averaged over a cycle of four, eight or twelve weeks. In addition, overtime hours worked will not be paid until they exceed 16 hours in a four week cycle, 32 hours in an eight week cycle and 48 hours in a twelve week cycle. Barring this, time off in lieu will be provided at a mutually convenient time or may be carried over into the next cycle. For those employees who do amass sufficient additional hours to receive overtime payment 35 hour week (white collar) employees received less penalty rates and fewer benefits than 38 hour week (blue collar) employees. For example, for overtime worked on a Sunday, the rate for a 35 hour week employee is double time. For a 38 hour week employee the rate is double time.
and one half.

The removal of a minimum number of hours work for casual employees may also have a deleterious impact on women. During negotiations the initial claim by the Single Bargaining Unit (SBU) with regard to minimum hours of employment for casual labour was for casual employees to be provided with a four hour minimum. This issue was contested by management on the basis that it would be a rare occurrence for casual employees to be called in for less than a four hour period. The SBU did not pursue the claim and as a result, the four hour minimum for casual employees was removed from the draft agreement. The lack of resistance by the SBU may be an indication that this issue was considered unimportant; however, the majority of casual employees are females working in the clerical and customer service sections of the Company. As a result of the removal of the four hour minimum the Company has gained increased flexibility at the expense of the female casual employees.

The agreement allows for a minimum number of hours for part-time workers, but during negotiations the SBU initial claim of a guaranteed minimum of 50 per cent of the full time contract hours for part-time employees was reduced to 20 per cent. This change reduces part-time employees guaranteed hours from 2.5 days per week to only one, effectively denying part-time employees a reasonable level of assured employment. The Company again achieved increased flexibility at the expense of the predominantly female section of the workforce.

Discrepancies in the agreement between white and blue collar workers are further apparent in overtime rates. The relative strength of the blue collar unions in their ability to negotiate better terms and conditions for their members can be highlighted by the fact that the white collar (or clerical) employees have had to forfeit 15 minutes of their meal break per day to bring them into line with the blue collar employees who have 30 minutes. However blue collar employees have not had to reduce their overtime penalty rates nor forfeit meal allowances to come into line with white collar employees. Nor have white collar employees received an increase in overtime penalty rates. This issue was particularly contentious among clerical staff who felt that the stronger maritime unions did not strive hard enough to obtain overtime penalty increases that were equitable across all sections of the workforce.

THE SINGLE BARGAINING UNIT

Although employees of the Company were members of 15 different unions, not all were represented on the bargaining unit. The Single Bargaining Unit comprised the principal and significant unions in terms of the Australian Council of Trade Unions (ACTU) industry based union plans. The bargaining unit was made up of delegates and representatives from the Maritime Union of Australia (MUA), Australian Institute of Marine and Power Engineers (AIMPE), Water and Maritime Industry Union (WMIU) which later amalgamated with the Australian Services Union, the Association of Professional Scientists, Engineers and Managers of Australia (APESMA) and the Professional Officers Association (POA). Interestingly, the AIMPE had very few members who would be covered by the agreement, as the majority of their members are marine pilots who were covered by another agreement. Because of political sensibilities and industrial strength they had to be accommodated, and provided with a seat on the bargaining unit. Because of the significance of the maritime industry, the numbers of employees covered, as well as the number of awards replaced, the ACTU was also involved in the negotiations, and was represented by the Assistant Secretary of the MUA who also headed the bargaining unit. The NSW Labor Council was represented in the bargaining unit as well.

Before negotiations began the SBU was endorsed by a mass meeting of the Company
employees, who voted overwhelmingly (around 98 per cent) in favour of the proposed bargaining unit (interview with union officer). However the survey of employees indicated that the percentage of employees satisfied with the SBU representatives at the conclusion of the agreement was considerably less than the 98 per cent who endorsed the initial bargaining unit. Only 55 per cent of survey respondents reported that they were satisfied with the bargaining unit which represented them. However, 70 per cent of female respondents indicated that they were satisfied with the SBU representing them. An interesting addition to this finding is that all female non-union members indicated that they were satisfied with the SBU, yet two-thirds of the female non-union employees did not attend meetings regarding the enterprise agreement.

Only two women comprised part of the 12 union and employee SBU representatives; the union officer from the POA and an employee representative from the Company. The female employee representative, however, resigned from the Company before the agreement was finalised and was not replaced. As a result, there were no female employee representatives involved in the final rounds of negotiations. The reason for the lack of female bargaining unit representatives was considered in the employee questionnaire, with 70 per cent of respondents not participating in negotiations as they considered that bargaining negotiations were carried out only by unions and management representatives, and rank and file employees were neither required nor desired.

The issue of obtaining adequate employee representation on the SBU therefore seems twofold. Firstly, full time officials provided employees with little opportunity to participate in negotiations by not supplying adequate information or assistance, while at the same time employees themselves were unwilling to be involved in negotiations, preferring to leave it to their union representative. Lack of knowledge of enterprise bargaining issues and processes was the second highest factor indicated by employees as reasons for their lack of participation in the bargaining process. Female employees in particular indicated that their lack of knowledge was the reason for their inability to participate. In addition, unlike the majority of the male workforce who had participated in collective bargaining for over-award payments, the majority of these women had little or no previous experience in workplace bargaining. As rank and file members had little input into the negotiation of their agreement through participation on the bargaining unit, union officials' consultation with employees regarding the negotiation of the agreement becomes increasingly more crucial to ensure that issues of importance to rank and file members are placed on the bargaining agenda. Yet 70 per cent of female respondents indicated that they were not consulted regarding issues for inclusion in the agenda. The bargaining agenda must be decided upon by the SBU before negotiations begin and consultation with rank and file is imperative if the issues that are placed on the agenda are of importance to the employees of the company and not only those important to the SBU representatives who have the power to sway the agenda items to suit only a small proportion of the total workforce.

Although over half of the respondents indicated that the issues were not fully explained to them and they were unsure of what they were voting on, 72 per cent of respondents indicated that they voted for the agreement. Of the 57 per cent of female employees who were unsure about the issues they were voting on, an overwhelming 84 per cent felt they were pressured to vote for the agreement, 44 per cent indicating that the pressure placed upon them came from union officials. This coercion from union officials to vote in favour of the agreement even though the majority of women employed by the company were distinctly disadvantaged in comparison to their male co-workers may reflect the opinion of union officials that the increases gained at the expense of the female employees were a more important consideration and that this justified the pressure they placed on employees, particularly women, to vote in favour of the agreement.

Houston: Equity or Exclusion? A Case Study of the Workplace Bargaining Process133
Further interesting findings of the case study came when employees indicated their levels of satisfaction with the agreement. Although the majority of female employees of the Company were excluded from negotiations, had unsatisfactory levels of consultation, felt pressured into voting for the agreement and were disadvantaged by the agreement in relation to the male blue collar employees, 70 per cent of female respondents were satisfied with the agreement, while only 41 per cent of male employees were content. This finding suggests that female employees may have expected much less from the agreement, or conversely that male employees had much higher expectations. This could possibly be linked to the influence of a patriarchal society, where the appropriate persona for a woman is to be polite, accepting and non-aggressive (Cockburn 1991). However another factor could be the dominant culture of the maritime industry which is that of male blue collar worker, interested in the "bread and butter" issues of wages and security of employment, rather than any gains made which advance the position of women employees. The maritime industry in which these men work, has been and still is for many, rugged and largely unskilled, where males invest their ego (in varying degrees) in their raw strength and not in their skill or managerial ability. This macho culture and physical strength are the means by which these men measure their superiority over women. Burgmann (1980), in her study of machismo in the building industry pointed out that men employed in heavy, dangerous and exclusively male work regard themselves as superior to other men who are not working in that kind of industry. She asks that we consider then how much more highly they presumably regard themselves in relation to women (Burgmann 1980:455). Culture, therefore may constitute a large proportion of the reason for women's lack of involvement with the bargaining process and satisfaction the outcome.

Although the case study did not cover the implementation of the agreement in detail it is obvious that there is a significant level of disquiet over the implementation. The final question on the employee survey asked respondents to indicate whether they had any comments on the negotiation of their agreement. The large number of negative responses regarding the conduct of the management and the powerful maritime union suggests that the agreement has been divisive among employees of the Authority. The following selection of comments highlights many respondents' opinions of the EBA outcome:

The negotiations were dominated by one large union, with a lack of employee representatives. Certain unions achieved outcomes inconsistent with the EBA. (male)

The EBA should be fair and not controlled by power groups pandering to sectional interests. (female)

The EBA only benefited management and the marine section. Job evaluation is a farce, qualifications are not recognised and it is not fair to all employees. (male)

The agreement is being rorted by one union at the expense of others. (female)

These comments support claims that Australian unions are moving further toward US styled business unionism in which the competitive struggle of each against all is imagined to advance common welfare. Inter-union rivalry militates against the development of broader-based bargaining as each union seeks to secure the best deal for its members, rather than engaging in a form of co-ordinated bargaining which might flatten the distribution of wages and benefits across all sections of the workplace. Gains made by blue collar employees have come at the expense of workers who are employed in competitive secondary labour markets like the retail and services sectors. Unless the labour movement seeks inclusive rather than exclusive bargaining arrangements, and a collective bargaining agenda which accurately represents the interest of all employees of an enterprise, strong unions which place the gains for their own members ahead of gains for all employees will continue to reap the benefits of
collective bargaining at the expense of the weak. Yet, as Moody (1988) wrote of the US labour movement:

...the fundamental values embodied in the historical concept of a labour movement are also the antidote to the narrow “interest group” perception that most people have of unions today. “I got mine” unionism cannot inspire anyone outside its narrow confines. (Moody 1988:216).

Therefore if the union movement is truly to represent all workers, the labour movement must seize the opportunity offered by a growing female labour force with an emerging feminist consciousness. For collective bargaining to become an effective tool for achieving economic and social equality at the workplace, new forms of broad-based bargaining and inclusive unionism which do not replicate and reinforce the deeply fragmented, gendered and hierarchical labour market which currently exists must be created.

CASE STUDY CONCLUSION

This case study provides some interesting and unusual insights into the workplace bargaining process. The majority of female employees of the Company, although interested in the negotiation and outcome of their agreement, were unwilling to involve themselves in the bargaining process. This analysis does not indicate, however, that female employees are less interested in their agreement than male employees. Although just over half the male employees have responded that they were unsatisfied with the agreement, only one man indicated that he would be prepared to be an employee representative on the SBU at future negotiations.

Although analysis of the draft and final agreements indicates that female employees have been significantly disadvantaged by the agreement, the majority of female employees (70 per cent) indicated that they were satisfied with the outcome. As suggested earlier, this may be the result of social conditioning or it may be because they received an eight per cent wage increase over the life of the agreement and a guarantee that no further positions would be made redundant during the agreement.

Considering the inequity of the agreement with regard to the wages, the spread of normal hours and limited access to overtime and penalty rates, that any apparently pro-women clauses such as the family crisis leave and child-care were included in the agreement could be seen as a step forward for women working in traditionally male dominated industries. A cynical perspective could, however, infer that the dominant male unions included these marginal issues to salve their consciences over the gender inequity of the core issues of wages hours and job evaluation. The results of the employee survey confirm this view as family crisis leave has not being utilised by employees, and the Company has made little progress on the implementation of some form of child care assistance. Unions themselves have placed no pressure upon management to continue to investigate feasible options, which further suggests that the so called “family-friendly” clauses are little more than carrots dangled by both unions and management to obtain the votes of female employees.

Without question the enterprise bargaining agreement has been extremely successful in some respects. Through the implementation of the EBA the Company has been able to reduce its workforce significantly with a minimum of industrial action. For the Company management this point alone would cause them to consider the EBA a success. Employees, however, have responded with less enthusiasm toward both the agreement’s negotiation and outcome. In terms of gender equity and representation, the extent to which enterprise bargaining entrenches the disadvantage of women workers in male dominated industries is cause for concern. If the stronger unions continue to dominate the bargaining agenda and skew outcomes to favour their
own membership at the expense of the clerical and other "white collar" employees, then the gap between the wages and conditions of the male and female employees will be further increased with each successive agreement. The process of negotiation therefore requires more stringent safeguards to ensure that equity in representation, and issues of significance to both genders are addressed at all stages during the bargaining process, not merely paid lip-service in order to ratify an agreement.

To achieve meaningful involvement of women in the enterprise bargaining process more than an invitation needs to be extended for their participation. The majority of women who responded to this survey indicated that they were unwilling to participate in the negotiation of their agreement by involving themselves in the SBU. The evidence presented by the case study indicates that the cultural and structural inequities in the workplace perpetuate the disadvantage women face in a decentralised bargaining system. For women to achieve equity at the bargaining table the effects of workplace culture need to be addressed and resolved before the full participation of women in enterprise bargaining can be achieved.

The evidence presented also implies the need for a re-examination of the focus of enterprise bargaining research. The majority of research focuses on the outcome of workplace bargaining by examining the incidence of gender orientated clauses in agreements and the comparison of male and female dominated workplace agreements (Hall and Fruin (1994), Burgmann (1994) and Hammond (1994)). Although analysis of the outcomes of workplace bargaining provides a significant contribution to the literature, this research suggests that it is also important to examine the bargaining process and women's participation in it.

The power struggles, exclusion tactics, lack of communication, inequitable representation and problems of diverse interest groups trying to reconcile differences in order to provide a united bargaining agenda, are frequently neglected in the enterprise bargaining debate. As Australia continues to decentralise its industrial relations system it is essential that principles and guidelines which recognise the equality of all workers as the "main business" at the negotiating table and integrate the issues of equality with other strategies directed at the economy and the state are implemented.

Works cited


Houston: Equity or Exclusion? A Case Study of the Workplace Bargaining Process137