

‘Lowering the standards’: From Awards to *Work Choices* in Retail and Hospitality Collective Agreements

Synthesis Report

September 2007

Justine Evesson, John Buchanan, Larissa Bamberry, Betty Frino and Damian Oliver

Prepared for the Queensland, New South Wales and Victorian Governments

Acknowledgements

This project has been an intense and large scale undertaking to which many people have contributed.

The project was only possible because of funding provided by the Governments of Queensland, NSW and Victoria. The staff responsible for overseeing the work were Simon Blackwood and Andrew Dungan from the Queensland Department of Employment and Industrial Relations, Sharon Winocur and Matthew Waite of Industrial Relations Victoria and Lolita Kepars and John Stockler from the NSW Office of Industrial Relations. These staff, while completely supportive of the project, at no stage attempted to direct the conduct or findings of the research. What was particularly generous was their understanding as the project unfolded. An analysis of industrial agreements of this depth and complexity has not, to our knowledge, been attempted before. We inevitably experienced major problems, primarily associated with devising specialised computer software, to undertake this analysis. These problems were always accepted as real and we were given the space to overcome them and thereby generate new understandings. This feature of the project has been integral to its success.

The Workplace Authority was helpful in providing the agreements analysed here. While we would have preferred to have got them in machine readable form, we accept that the authority is flat our processing the agreements in their current form. The fact they made the information that was potentially available freely available to us in time to do this study is greatly appreciated.

This project has built on IT systems devised over the last 30 years to store and retrieve information on industrial instruments like awards and agreements. The key players in the development of the systems we used were Alban Gillezeau, Mark Cole and Brijesh Patel. The distilled wisdom embodied in the coding framework refined by them has been central to our work. Equally, nearly all the information reported here was processed in IT systems devised by Mark and Brijesh. Refining and retrieval of these systems was ably executed by David Edwards. Without his contribution this project would have not happened. He overcame countless unexpected problems with good humour and efficiency. In many ways he was an integral part of the research team.

The project has also been supported indirectly by our colleagues at the Workplace Research Centre and the Faculty of Business and Economics. The Faculty has, over many years supported the systems on which our analysis is based – namely the Agreements Data-base and Monitor (ADAM) and On-line Agreements and Awards (OLAA) system. This support has helped us learn how best to study agreements – and most importantly – how best not to. Our colleagues at the Centre have been very tolerant and understanding. At times researchers involved in this project were distracted from completing other assignments. Our fellow researchers and support staff have picked up the extra load with good cheer and professionalism. This was (and is) appreciated by all involved in undertaking this study.

In designing the research strategy and identifying scenarios to test (especially in the different industries studied) we benefited from the insights provided by key

informants in unions such as the SDA and LHMU and inspectors from the enforcement arms of the NSW and Queensland Departments. Employer association personnel were also helpful at various times. We respect their wish to remain anonymous.

A large team was involved in processing, checking and analysing the data reported here. The researchers included Larissa Bamberry, Betty Frino and myself. We were actively assisted by Bede Gahan and Angus Mac Donald especially in the modelling different scenarios reported in Chapter 6. Coding of agreements was undertaken a team of 18. These included Isobelle Barrett Meyering, Kate Barrington, Julia Dean, Ken Dobson, Phillip Eaves, Bede Gahan, Johann Heners, Melissa Kerr, Anja Kirsch, Angus Mc Donald, Chris Morgan, Elizabeth Morris, Brendan O'Hanlon, Troy Sarina, Maria Sava, Nick Summers, Alison Thyer and Elizabeth Walker. All involved applied themselves diligently to what was, often, a frustrating process of identifying, transforming, coding, checking and then rechecking awards and agreements. All contributed insights that helped enormously in both designing the research work organisation process and generating substantive insights along the way.

Special thanks are, however, due for Justine Evesson. As the project leader she was involved in the project from its initial crude formulation, through to refining the research design and then being involved in every stage of the collection, coding and cleaning of the data. She also drove the final analysis and write up the results. This has been the most difficult project the Centre has ever undertaken in its 18 year history. There have been major challenges of an analytical nature because few other social researchers have taken agreements and awards seriously as an object of analysis in their own right. Of greater difficulty has been working with IT systems designed to collect and retrieve the data needed for the task. And obviously the greatest challenge of all has been coordinating a small army of personnel involved in a venture for which there were no direct precedents. Justine excelled at all levels: analytical, methodological and organisational. While the project has only succeeded because of the goodwill and support of a wide network of people, without Justine's leadership this project would never have been completed.

This is not the kind of report one enjoys reading - the findings are too troubling for that. But it is possible to get the pleasure from learning something seriously new. We ourselves have learnt a lot in producing this report. We trust you too learn a lot by reading it.

John Buchanan
Director
Workplace Research Centre
University of Sydney

Table of Contents

ACKNOWLEDGEMENTS	i
EXECUTIVE SUMMARY	iv
LIST OF ABBREVIATIONS	xi
1 INTRODUCTION.....	12
2 HOW ARE ENFORCEABLE RIGHTS DEFINED?.....	16
3 WHAT ISSUES ARE BEING TAKEN UP IN RETAIL AND HOSPITALITY <i>WORK CHOICES</i> COLLECTIVE AGREEMENTS? ..	20
4 WHY IS THERE SO MUCH UNIFORMITY IN <i>WORK CHOICES</i> AGREEMENTS?	27
5 WHAT HAS BEEN CHANGED IN <i>WORK CHOICES</i> AGREEMENTS?	31
6 HOW ARE <i>WORK CHOICES</i> AGREEMENTS AFFECTING EARNINGS?	38
7 CONCLUSION	45
8 IMPLICATIONS FOR POLICY AND ANALYSIS	46
REFERENCES.....	51
APPENDIX A: LIST OF ALL INSTRUMENTS IN THE STUDY	53

Executive Summary

This study examines how enforceable rights for employees have changed under *Work Choices*. A team of over 20 Researchers examined every collective agreement lodged federally between 26 March and 8 December 2006 in two industries where large numbers of workers were previously dependent on awards. Agreements were selected from the retail and hospitality industries, covering enterprises in New South Wales, Queensland and Victoria. They were compared with the awards and agreements that had previously (prior to *Work Choices*) covered the employees of these workplaces. There are 339 *Work Choices* agreements in the study compared back to 70 previous instruments.

Key Findings

What is in retail and hospitality Work Choices agreements?

The majority of studied Agreements (65 to 75 percent) mirror the statutory standards required and do not move above or beyond them. Most agreements remove 'protected' award provisions and merely reiterate what rights are enshrined in the law. Other provisions tend to formalise managerial prerogative rather than confer additional rights on employees. These '*minimalist*' agreements cover small to medium size businesses previously covered by awards and are all businesses where employees are not represented by a Union.

A minority of agreements (25-35 percent) go above and beyond the statutory standard and provide most of the protected award provisions. These agreements tend to cover medium to large enterprises and stem from previous certified agreements. All of the union agreements in the study (10 percent) are in this '*broad spectrum*' agreement group.

Most *Work Choices* agreements deal with a narrow range of issues. This is evident when considering the **subject areas included** in 90 percent or more of agreements. The topic areas covered are:

- working time
- leave
- dispute settlement procedures
- termination
- casual work
- wage related issues
- HR policies and practices, that is, probation for unfair dismissal purposes.

These were essentially reiterations of statutory entitlements. Employees have these basic rights irrespective of what is said in the agreements.

Issues covered in approximately 50 percent of agreements include those dealing with:

- part-time work (most commonly a clause allowing part time work),
- allowances (often to exclude allowances as an entitlement), and
- work organisation and flexibilities such as carrying out duties as required and performing a flexible range of duties.

The narrowness of agreements is most evident when we consider how few address issues of major concern to both the economy at large (such as skill shortages) and workers themselves (such as balancing work and care responsibilities)

- training only mentioned in 37 percent
- competencies and promotion only mentioned in 34 percent
- childcare and family friendliness only mentioned in 14 percent.

Where do the agreements come from?

Consultants, legal firms and employer associations have drafted a large majority of the ‘*minimalist*’ agreements. Many agreements in the study are very similar in content and format. It became clear that six ‘templates’ had been used to make nearly half of all the agreements in the study (49 percent). The great majority of template agreements uniformly reflect the minimum standard and there is little evidence, by way of variation within the different patterns, of workplace level bargaining.

How have wages and conditions changed since Work Choices?

The majority of Agreements studied have discarded entitlements or had them reduced under *Work Choices*. While there has been an increased incidence of some provisions and some minor improvements in a small number of entitlements, these gains are far outweighed by the losses. There has been publicity about the loss of loadings and penalty rates (‘protected’ matters) for employees on AWAs. This study provides evidence that the loss of protected Award matters is also overwhelmingly the case in non-union collective agreements.

Furthermore, significant entitlements not ‘protected by law’ are also being discarded or reduced. Redundancy rights and severance pay have been largely eliminated, casual loadings have been significantly reduced, and part time workers in particular have lost important hours provisions to allow for work/family balance.

Nearly all of the changes in entitlement occurred as a by-product of the agreements working to shift employees off awards and onto the minimum standards specified in legislation.

Provisions that have become more common or increased the level of entitlement were:

- capacity to have two weeks of recreation leave cashed out (81 percent)
- two extra days of sick leave per annum (71 percent)
- averaging of hours over 52 week (62 percent)
- increased ceiling on access to carers leave (45 percent)

These are very modest increases and additions. The averaging of hours of 52 weeks replaced widespread provisions for ordinary hours to be averaged over 1-4 weeks, which also represents a loss. Far more provisions have been removed or reduced.

‘Protected Award conditions’ that have been removed through the agreements were:

- annual leave loading (80 percent)
- laundry allowance (79 percent)
- Saturday penalty rates (76 percent)

- Sunday penalty rates (71 percent)
- overtime rates (68 percent)
- public holiday penalty rates (60 percent)
- paid breaks (55 percent)

Provisions removed or reduced which are not 'protected Award conditions' were:

- decreased casual loading (74 percent)
- severance pay (65 percent)
- rostered days off (63 percent)
- limits on part time hours (62 percent)
- right to average hours over 1-4 week (62 percent)
- minimum part time daily hours (56 percent)
- time off between overtime and the next working day (54 percent).

Union Agreements have overwhelmingly (90 percent) retained the protected as well as many unprotected Award matters.

What has been the impact on earnings?

We looked at how earnings changed for sales assistants and food and beverage attendants as a result of *Work Choices* Agreements. The impact varied depending on the patterns of hours worked and whether employees were casual or permanent. The potential range of losses was estimated by modelling the impact of 10 rosters commonly used in each industry. This analysis revealed:

- (a) Retail: on average the losses were between 2 and 18 percent. The potential average gains were never more than 0.5 percent.
 - Casual part time sales assistants working a 12 hour week in retail lost on average 12 percent of their earnings.
 - Permanent part time workers on the same hours lost 18 percent.
- (b) Hospitality: the losses were between 6 and 12 percent. The only gains were in union agreements and at most these were just over 3 percent.
 - Permanent part time waiting and bar staff in the hospitality industry working a 21 hour week of split shifts lost 12 percent on average.

These averages conceal some very significant falls in earnings. The worst, those with losses greater than 10 percent, included the following:

- Liquor stores: losses of between 11.9 and 31.1 percent
- Fast food: losses of between 12.5 and 21.3 percent
- Bakeries: losses of between 17.9 and 24.5 percent
- Restaurants: losses of between 10 and 12.8 percent
- Cafés: losses of between 10 and 15.7 percent.

The most affected employees are those working part time, on a casual basis, on weekends and after usual standard hours.

It is commonly argued by the Federal Government that the new Fairness Test will resolve problems such as those outline previously. As post-Fairness Test Agreements have not yet been released it is impossible to determine whether this is the case. What we are currently able to say is:

- Retail and hospitality employees have lost in the order of 10 per cent and in some cases up to 30 percent of earnings.
- We have only measured losses associated with the removal of penalty rates as protected Award matters. The impact of lost allowances paid breaks, annual leave loading and overtime has not been factored in. Our calculations therefore **underestimate the scale** of compensation that might be payable against the 'Fairness Test' and the losses experienced by workers employed under these agreements.
- We have not factored in the impact of lost 'unprotected' entitlements, such as severance pay. Nor does the 'Fairness Test'.
- The Workplace Authority as a matter of law will not be factoring in the decrease in causal loadings unless they fall below 20 percent – the statutory standard.

Furthermore, many of the rights lost under *Work Choices* cannot be easily quantified. Typical examples include notice provisions for roster changes, rights covering part-time work and time off after working extended hours. There are some things money just cannot buy. The 'fairness test', no matter how well calibrated, cannot compensate for losses such as these. The problem is not just about the money it is equally about the damaging impact of unplanned and unfettered hours on individuals, families and communities.

Conclusion

The findings of this study can be simply stated:

In the first round of bargaining, under the best macro-economic conditions in a generation, agreements rarely raised employee's work standards and usually lowered them. As such it reveals that the shift from award to statutory based enforceable rights has profound implications in sectors where workers have limited choices.

- The changes achieved through agreements were often derived from template contracts. They usually had nothing to do with customising employment arrangements to the unique needs of the enterprise.
- A quarter (24 percent) of the agreements studied had been based around a template devised by one consultant working both the retail and hospitality industries.

- Where agreements differed, it was due to union influence and the fact that employers were larger and had bargaining experience.
- 90 percent of union agreements preserved nearly all protected Award matters, whereas 50 percent of non-union ones abolished five or more
- The scope of issues covered in agreements was extremely narrow. They generally dealt with working time rights and rarely anything else
- Less than a third dealt with skills issues and less than one in six addressed childcare and work and family balance issues.
- Most left out the majority of ‘non-protected’ award matters like redundancy and severance pay (which were lost or reduced in 77 percent of agreements)
- The interaction of the new entitlements with common rostering arrangements will generally lead to falls in earnings. In retail these falls are in the range of 12 percent to 1 percent and in hospitality in the range 6 to 10 percent (although for union agreements increases of 3 percent are possible).
- In particular sectors, workers on particular rosters will be up to 30 percent worse off. Cafés and Restaurants offer consistently poor prospects for casual and part-time workers.
- The best that the ‘Fairness Test’ can deliver is partial compensation for a limited range of award losses.
- Employees have lost up to 10 – 30 percent in earnings, more when allowances, paid breaks and annual leave loading and overtime are factored in.
- No modelling has been done for losses concerning redundancy and severance pay.
- No amount of money can compensate for losses like the right to notice, rights to recovery time and basic protection for part-timers which are now purely optional for employers.

Policy Implications

This report raises six challenges for policy makers and researchers. They concern:

- The need for careful analysis of registered agreements
- Supporting decent employers through labour standards
- The need to recognise the reality of patterns in the setting of labour standards.
- The need for industrial relations policy to deal with real as opposed to imagined problems
- The need to take the lower skilled, private services industries seriously
- The importance of evidence and the need to rethink industrial relations policy objectives.

List of Tables and Figures

Figure 2.1: ‘Hours of work’ section of the coding framework for tracking clauses in registered agreements in On-line Award and Agreements system (OLAA)	18
Table 3.1: Grand Array: Most Common Issues Covered in Agreements by Industry and Statutory entitlement	21
Table 3.2: Selected entitlements in <i>Work Choices</i> collective agreements, by agreement type, Retail and Hospitality, (2006)	25
Table 4.1: <i>Work Choices</i> Template Agreements by type of agreement, Retail and Hospitality, 2006.....	27
Figure 4.2: Extract from web site of IR consultants advertising the merits of <i>Work Choices</i>	28
Figure 5.1: Summary of increased incidence of provisions and increased entitlements in <i>Work Choices</i> collective agreements, Retail & Hospitality (%).....	32
Figure 5.2: Summary of removed protected award matters in <i>Work Choices</i> collective agreements, Retail & Hospitality (%).....	33
Figure 5.3: Summary of removed provisions and decreased entitlements in <i>Work Choices</i> collective agreements, Retail & Hospitality	34
Figure 5.5: Summary of Protected award matters entitlements (excluding allowances) in <i>Work Choice</i> collective agreements, by agreement type	36
Table 6.1: Summary of scenarios concerning changes in earnings for an Adult Sales Assistant level 1 covered by a <i>Work Choices</i> Agreement	39
Table 6.2: Summary of scenarios concerning changes in earnings for an Adult Food and Beverage Worker level 1 covered by a <i>Work Choices</i> Agreement.....	41
Table 6.3: Cases where workers are more than 10 percent worse off as a result of <i>Work Choices</i> , Retail and Hospitality	43

List of Abbreviations

AAWI:	Average Annual Wage Increase
ADAM:	Agreements Database and Monitor
AFPC:	Australian Fair Pay Commission
AFPCS:	Australian Fair Pay and Conditions Standards
APCS:	Australian Pay and Classification Scale
AWA:	Australian Workplace Agreement
DIR:	Department of Industrial Relations
OEA:	Office of the Employment Advocate
OLAA:	On-line Agreements and Awards
RDO:	Rostered Day Off
WRC:	Workplace Research Centre

1 Introduction

On 26 March 2006 the *Work Choices* amendments to the Federal *Workplace Relations Act* commenced operation. These changes were the most far reaching to Australian labour law in a century. They had not, however, emerged from nowhere. Since the mid 1980s the recasting of relations at work has been actively pursued by Australian governments, employers and unions to help foster economic and social renewal. These initiatives have generated a considerable research literature. To date most of it has examined how workers and the organisations that employ them (ie labour supply and labour demand) have contributed or responded to the various change initiatives. Very little attention has been devoted to the formal instruments codifying the change process: awards and registered enterprise agreements. This is unfortunate because these industrial instruments contain most of the enforceable rights enjoyed by Australian employers and employees. The *Work Choices* change could, potentially, significantly redefine these rights. This gap in the literature and the profound nature of the changes embodied in Federal labour law have generated the question guiding the research summarised in this document.

How, if at all, have the enforceable rights of workers in key job categories, as contained in awards and agreements, changed as a result of the introduction of Work Choices?

Prima facie this appears to be a simple question to answer. It proved, however, to be very difficult. The prime reason for this is, as the former head of Work Authority (then known as the Office of the Employment Advocate) recently told the Federal Parliament: ***‘there is no agreed methodology for analysing agreements’***¹ It is important to remember that while there may be no agreed method – because this realm of social research is so under-developed – this does not mean there are no methods for such analysis. The Workplace Research Centre (formerly known as acirrt) has been actively studying and processing data on registered collective agreements since 1993. The findings for this work have been published in reports prepared for subscribers quarterly since then – known as ADAM Reports.² We have also used data in our system to produce scores of specialised reports on different aspects of enterprise agreements for clients. The system has also been underpinned by comprehensive analyses of agreements for analytical and policy research purposes.³ Most recently we have, with active financial support from our Faculty, devoted considerable resources to developing specialised computer software to store and retrieve data on the content of registered collective enterprise agreements and awards. This has resulted in our On-line Agreements and Awards (OLAA) system.

¹ This observation was made while Mr McIlwaine was justifying why summary data on enterprise agreements was no longer publicly reported by his organisation – the central custodian of all Federal agreements. See Mar Davis, ‘Figures bad, shutters drop’, Sydney Morning Herald, 17 April 2007 <http://www.smh.com.au/news/national/figures-bad-shutters-drop/2007/04/16/1176696757597.html> accessed 10 September 2007

² See the ADAM reports 1 – 52 ADAM stands for Agreements Data-base And Monitor.

³ See for example Tanya Bretherton’s analysis how enterprise agreements transformed working time standards in the 1990s in John Buchanan, Brigid van Wanrooy, Gillian Considine and Tanya Bretherton, “Working Time Arrangements in Australia: A Statistical Overview for the Victorian Government”, Chapter 4. This report was prepared for and subject to cross examination in the extended hours test case. The AIRC endorsed most of the finding outlined in this report in its decision in this case.

As a result of these activities we have, over the years, refined a coding frame for capturing summary information on agreements, trained coders and gained unique insights into what is going on agreements and documenting the changes. All this experience has informed the methodology we have adopted for this report.

Full details of the research strategy followed are provided in the detailed report. The core features of our research design can be briefing summarised as follows.

- analytical object of concern – enforceable rights (defined in more detail in next chapter)
- unit of analysis – awards and registered collective enterprise agreements
- focal point for prime empirical attention – ‘the representative job’
- population studied – all Federally registered collective agreements in the retail and hospitality sectors lodged (and later released) by the Workplace Authority (nee Office of the Employment Advocate) from 27 March to 8 December 2006. We excluded agreements that didn’t covered workers located in New South Wales and or Queensland and or Victoria, and agreements for which a previous instrument could not be found, or that did not cover the representative job. These agreements were then matched with agreements and awards prevailing at these workplace before *Work Choices*.
- primary data collection technique – content analysis using OLAA/ADAM coding framework and data entry application
 - code agreements
 - where necessary (which was most of the time) identify provisions in awards to provide a coherent description of workers’ full workplace entitlements
- primary basis for quality control/validation – ‘checking’/double coding by more experienced coders
- primary basis for data processing/retrieval – production of customised tables providing basic cross tabulations of the data stored on OLAA and retrieved using SQL programming

The analysis of enterprise agreements normally involves someone reading them and noting the existence of particular provisions against a coding frame. The data is then tallied up and compared with tallies generated by similar means at different points in time.⁴ This common approach is useful for providing a basic summary of what

⁴ See earlier work by Federal Department of Industrial Relations and output from its Workplace Agreements Data-base (WAD). Summary data on wage movements was also reported by Grant Fitzner in a quarterly reported on wage movements released by Hong Kong and Shanghai Bank (HKSB) in Australia in mid 1990s.. Both these sources mainly reported on clauses concerning wage movements reported without much consideration of the other issues contained in agreements. This tradition continues in the regular release of data on wage movements in enterprise agreements produced by the Federal Department of Workplace Relations.

agreements contain and how summary accounts of their content evolve in aggregate over time. It suffers, however, from three serious limitations: treating agreements as isolated statements of rights, arbitrarily aggregating summary statistics to generate time series data, and not linking provisions to each other and to working arrangements (like rostering arrangements) to assess their impact on earnings. In designing our research strategy we have overcome each of these problems.

First, many agreements operate in conjunction with statutory and award entitlements. To get a full appreciation of enforceable rights it is important that rights arising from these sources are noted in the analysis. This is rarely done and can give a misleading impression about how novel many agreements are. We have overcome this problem by actively linking all agreements analysed to other relevant legal instruments. This approach is used throughout the report and systematically introduced in Chapter 3.

Second, the approach commonly adopted usually compares different cross sections of agreements collected at different point in time to purportedly identify trends. While this approach to data collection appears informative, it is limited. Trends across changing samples of agreements can be skewed by the different characteristic of the business units agreements cover. For example, if the agreements in the pre-*Work Choices* period were mainly from larger workplaces and those made pursuant to the new legislation were from small workplaces, any observable difference in agreements could arise from contrasting economies of scale in their operations and have little to do with the changed legislative environment. We have overcome this problem by systematically comparing agreements covering the same workplace pre and post the legislation. This *longitudinal method* of studying change allows us to see how rights in the same setting have changed. This analysis reveals that it is changes in the law and not difference in the pre and post populations of workplaces that account of the major differences identified in our statistics. The results of longitudinal analysis are reported in Section 5.

Third, it is important that agreements are understood as documents in which different provisions interact. The impact of hours provisions and wages provisions only become clear when they are considered together. Simply knowing the proportion of agreements that modify penalty rates tells us little about their impact on earnings. For example, if people rarely work on Sunday, a cut in Sunday penalty rates will have little impact on earnings. We address this problem by modelling how key working times and forms of employment provisions change earnings based on different rostering arrangements common in retail and hospitality. The entitlements we modelled were defined with reference to ‘representative jobs’ in each sector. This ensured the analysis captured likely changes for particular categories of work and is not pitched at a bland level of generality about ‘workers’ in the industry. The findings from this analysis are reported in Section 6.

Central to our strategy for overcoming these problems has been undertaking very detailed work on agreements from just two industries. It has only been by going for depth over breadth of coverage that we have been able to overcome the problems just discussed. We elected to focus on all retail and hospitality collective agreements registered federally from 27 March to 8 December 2006 in the target states for two reasons: one analytical, the other operational.

- (a) there are currently over 4,000 federal awards and over 10,000 collective agreements lodged under *Work Choices*. Clearly we could not examine them all. We therefore decided to select a ‘crucial case’ to study closely. The selection of crucial cases allows conclusions to be generalised if the case in question is recognised as being significant in some particular way. We decided to select two industries in which many employees depend on awards for defining their enforceable rights. Close scrutiny of such industries would, potentially, provide clear evidence of what is likely to happen to workers in other sectors who are similarly dependent on awards. The retail and hospitality industries are recognised as being amongst the most significant in terms of award dependence. They employ many young workers, working carers (especially mothers) and working students. These are people with limited choices and therefore most in need of publicly defined standards to enhance their enforceable rights at work. Understanding what happens to workers in these industries would provide good insights as to what is likely to happen to workers in similar, vulnerable bargaining positions.
- (b) these two industries have been the ones that have generated a large number of agreements. This meant we could get reasonable numbers of agreements to reflect on easily. Equally, when we commenced our analysis in December last year there were not too many agreements to be analysed (just under 3,000 agreements had been lodged with the OEA across all industries which was refined to the 339 retail and hospitality agreements included in the study). This meant we could do a total count of all agreements of relevance and thereby avoid problems commonly associated with sampling.

Our analysis has been structured around a series of linked questions. These were as follows.

- What are enforceable rights? (Section 2)
- What issues are being taken up in retail and hospitality agreements in *Work Choices* collective agreements? (Section 3)
- Why is there so much uniformity in these agreements? (Section 4)
- How have enforceable rights changed for workers covered by these agreements? (Section 5)
- How are these agreements likely to affect the earnings of Level 1 Shop Assistants and Level 2 Food and Beverage Attendants? (Section 6)
- What lessons can we draw from this analysis about the evolution of enforceable rights at work more generally? (Section 7)

Our answer to each these questions are provided in the following sections. We begin by providing our definition of enforceable rights and outlining how we operationalised the concept.

2 How are enforceable rights defined?

We define rights associated with work as entitlements people have when their labour is engaged for financial reward to produce a good or service. They are enforceable when they can upheld by a public authority like a Court or inspectorate.

In contemporary Australia there are two basic sources of authority for such rights: judge made (or common) law and statutes enacted by parliament. Statutes can deal directly with employment rights (eg the Australian Fair Pay and Conditions Standards – AFPCS) or they can delegate authority to determine such rights to industrial tribunals working in concert with unions, employers and their associations. The former approach has resulted in a system of direct statutory specification of standards. In Australia, historically, the latter results in awards – i.e. specialised pieces of delegated legislation made by industrial tribunals, but often based on agreements reached between employers and unions.

The role of the common law, statute and delegated legislation such as awards in determining enforceable rights can change. For most of last century Australian labour law was underpinned by the assumption that there was inequality of bargaining power in most employment relationships. This required the development of specialised machinery of conciliation and arbitration to nurture ‘collectives’ of employees and employers to ensure greater equality in negotiations. Where the parties could not reach agreement, arbitral tribunals were empowered to impose a settlement. In short, power in settling enforceable rights was decentralised from the central organs of the state to the industrial parties, aided by specialised tribunals. The balance between direct statute and delegated instruments is very different in *Work Choices*. The authority of industrial tribunals has been severely limited. This power is now exercised centrally by the Federal parliament. This is manifest in the Australian Fair Pay and Conditions Standard (AFPCS) outlined in the *Work Choices* amendments to the *Workplace Relations Act*. Parties have now been authorised to determine any other enforceable rights in agreements between themselves, except for matters prohibited by the legislation. In settling such agreements they have been given few enabling rights. The assumption is that there is relative equality of bargaining power between employers and employees. The parties are, therefore, assumed to be the best able to settle arrangement between themselves. In particular, they are empowered to override award provisions if they do not agree with them.⁵

⁵ This outline of key features of recent changes in labour relations law is very abbreviated. A more comprehensive account of the forces at work and the nature of the evolutionary process is provided in Chapter 2 of the full report. It is important to note that developments in policy rarely align neatly with the categories used for scholarly analysis. In making sense of recent developments in Australia it is, however, useful to think of the old system as being underpinned by pluralist and corporatist notions of social order at work, and the more recent developments as being underpinned by unitarist and neoliberal notions of work and the labour market. The underpinning philosophy of the older order was the pluralist notion that collectivities needed to be constituted to overcome inequality of bargaining power. Authority was delegated by a corporatist state in a mixed economy to achieve negotiated stability between powerful social forces: organised labour and capital. The underpinning of philosophies of *Work Choices* is that a unitarist state should support a unitary authority in the workplace – ie employers and their managerial representatives. The primary aim of labour law is, therefore, to constrain collectivities which may interfere with individual freedom – especially the freedom of management to manage as it sees fit. Such arrangements are informed by the vision of society with a ‘free economy and strong state’ – to use an expression commonly attributed to Margaret Thatcher. Good overviews of differences between corporatist, pluralist, unitarist and neoliberal notions

Given these developments, a matter of considerable importance is to understand how enforceable rights as contained in agreements have changed since *Work Choices*. This raises the question: how have 'enforceable rights' been defined for the purpose of examining such a change? For operational purposes we have used a framework for categorising the provisions of awards and agreements refined over the last 20 years. This coding framework was devised to capture summary information on awards and agreements so that this data could be stored and retrieved to help any one interested obtain summary information on awards and registered agreements quickly and efficiently. The major topics in the coding frame are:

- Basic Profile
 - Jurisdiction of registration
 - Number of employees covered by agreement
 - Negotiating parties
 - Sector of agreement (public/private)
 - Section of legislation lodged under
 - Period of operations
- Related Documents
- Industries, Occupations and Localities
- Changes in wages
- Wages
- Bonuses
- Allowances, benefits and superannuation
- Hours of Work
- Overtime and penalty rates
- Shift work
- Leave
- Redundancy
- Termination and suspension
- Part time and casual work
- Extra labour and contractors
- Juniors, trainees and apprentices
- Training
- Competencies and promotion
- Performance and control
- Workplace organisation and flexibility
- HR policies
- Equal opportunity
- Child care Family Friendliness
- Consultation and Communication
- Employee Representation
- Disputes and Grievances
- Occupational health and safety

of order at work and beyond are provided by Alan Fox, *Beyond Contract* and Wolfgang Streeck, 'Contract and Status...' A very helpful account of how different operational notions of authority have evolved in English labour law is provided by Simon Deakin and Frank Wilkinson, *The Law of the Labour Market*. They note that notions of traditional authority (ie status relations) and contract have co-existed for most of the last two centuries to buttress the evolution of market society. That is to say, there has not been a simple evolution from status to contract and then back to status and again back to contract.

The coding framework does more than simply note whether agreements cover one or more of 26 general topic areas. Within each of these areas there are a further set of categories, pitched at various levels of generality or aggregation. Table 2.1 provides an example from one of the most important topic areas analysed in this report: Hours and Flexible Working Time Arrangements. As can be seen our framework subdivides this topic into 19 sub-categories that deal with issues such as ‘ordinary weekly hours’, ‘shift workers’, ‘span of hours’, ‘limits on hours worked’ and ‘averaging of hours’. And within each of these categories finer details still can be recorded. Taking the example of ‘span of hours’ data is captured on things like ‘span of hours at site and work group level’, ‘start of span’ and ‘end of span’, as well as ‘daily span of hours’.

Figure 2.1: ‘Hours of work’ section of the coding framework for tracking clauses in registered agreements in On-line Award and Agreements system (OLAA)

<p>Ordinary weekly hours Ordinary weekly hours workforce group (ordinary weekly hours) Number of ordinary hours per week</p> <p>Shift workers – ordinary weekly hours Shift workers – Ordinary weekly hours Shift (ordinary weekly hours) Number of ordinary hours per week – Shift workers</p> <p>Span of hours Span of hours Site Workforce group Start of span End of span Daily span of hours</p> <p>Limit on hours worked Limit on hours worked Maximum allowable number of hours worked per week Maximum allowable number of hours worked per day</p> <p>Change in number of weekly ordinary hours Change in number of weekly ordinary hours Type of change to weekly ordinary hours</p> <p>Other ordinary hours provisions Other ordinary hours provision</p> <p>Employees on call/standby Employees on call/standby</p> <p>Ordinary work days Ordinary work days Ordinary work week – start day Ordinary work week – finish day</p> <p>Variations to working hours Variations to working hours Method of varying hours</p>	<p>Averaging of working hours Averaging of working hours Period over which hours may be averaged</p> <p>Averaging of hours – quantum & periods Averaging of hours – quantum & periods Site Workforce group Quantum Period</p> <p>Flexible start and finish times Flexible start and finish times</p> <p>Flexitime Flexitime</p> <p>RDO clause RDO clause RDO Cycle type</p> <p>Banking or accrual of RDOs Banking or accrual of RDOs</p> <p>Alteration of RDOs by agreement Alteration of RDOs by agreement</p> <p>Pay out of RDOs during employment Pay out of RDOs during employment</p> <p>Paid breaks – types and duration Paid breaks – type and length Paid breaks – type Paid breaks – working time Paid breaks – length</p> <p>Removal of paid breaks Removal of paid breaks</p>
--	--

The categories contained in the OLAA codes provide the framework used to summarise the content of retail and hospitality awards and agreements analysed in this report. They have enabled us to measure the scope, level and nature of enforceable

rights concerning work in the contemporary Australia. Having coded 339 agreements, what did we find out about their content?

3 What issues are being taken up in Retail and Hospitality Work Choices collective agreements?

In this section we have analysed the content of 339 Retail and Hospitality *Work Choices* agreements. A team of 11 coders, 6 research assistants and 3 senior researchers coded the agreements against approximately 500 variables. This has resulted in an extremely close examination of all provisions in each agreement. It highlights those issues and entitlements that are most commonly covered and the level of entitlement prescribed.

Minimalist and Broad Spectrum Agreements

We have identified two broad categories of agreement in the study across both industries. The ‘*minimalist*’ group make up the majority of agreements (between 65-75 percent) They are either Employee Collective Agreements or Employer Greenfield Agreements, tend to cover small to medium sized enterprises and are overwhelmingly in their first generation of collective agreement making. They have three key characteristics. First, they prescribe most of the minimum standards to which employees are legally entitled. Second, they expressly exclude most if not all of the protected award matters that might otherwise apply. Third, they prescribe general rules of rostering. Essentially they mirror the lowest standards under the law.

The other agreements fall into the ‘*Broad spectrum*’ group (25–35 percent). They tend to cover larger enterprises and have nearly always built on a previous certified agreement. All Union Collective Agreements in the study (10 percent) fall into this group. They are much more likely to prescribe entitlements above and beyond the minimum standard. They tend to more closely follow the contours of industry awards and include most of the protected award matters. They generally have much more detailed provisions regarding the management and rostering of hours and are much more likely to provide a wage increase above the federal minimum, and provide severance pay for redundancies.

Summarising results: variables and arrays

The following table outlines the topics covered in all agreements. The table begins with the most frequently mentioned issues and ends with those rarely addressed. While an agreement may mention a topic it does not always provide an entitlement. In some cases entitlements are only mentioned to be explicitly excluded. Consequently, to fully understand the array, it is important to break the topic areas down further into entitlements. Then we are able to report on the most frequently prescribed levels of entitlement within the agreements. The shaded cells in the first column identify the main topic area, then underneath lists the actual provisions and where appropriate, the level of provision being counted. The industry columns (Retail, Hospitality and All) indicate the proportion of agreements that prescribe the level of entitlement. The second last column indicates the applicable minimum standard and where it is derived from. The final column indicates whether the entitlement meets, exceeds or moves beyond the minimum standard. For example, if we look at the first row of the table we can see that the topic area is ‘Work Time Arrangement’ and that nearly all (99 percent) of agreements studies mention them. Under this heading we can see a provision called ‘38 ordinary weekly hours’ and that 93 percent of all agreements have that provision and that it is on the minimum statutory standard.

Table 3.1: Grand Array: Most Common Issues Covered in Agreements by Industry and Statutory entitlement

Issues in agreements	Retail N= 228	Hospitality N= 111	All N=339	Statutory source and minimums	Relation to statutory standard
Work Time Arrangements	99%	98%	99%	AFPCS	
38 ordinary weekly hours	89%	98%	93%	Maximum 38 hours per week	On
Period over which weekly hours are avg'd					
52 weeks	55%	37%	49%	Averaged over 52 weeks	On
1-4 weeks	28%	50%	35%		above
Variation of hours					beyond
mutual agreement	37%	26%	33%		
employer discretion	14%	14%	14%		
other	18%	2%	12%		
daily span of hours					beyond
>=16 hours	26%	16%	23%		
>=20 hours	18%	3%	13%		
>=12 hours	8%	2%	6%		
>=24 hours	1%	9%	4%		
Leave	98%	97%	98%	AFPCS	
Annual leave, 20 days per annum	97%	86%	94%	20 days per annum	On
Bereavement leave 2 days per occasion	90%	89%	90%	2 days per occasion	On
Parental leave	90%	80%	87%	52 weeks unpaid	On
Sick leave, 10 days per annum	82%	91%	86%	10 days per annum	On
Carers leave, 10 days of sick per annum	82%	74%	80%	10 days of sick leave per annum	On
Disputes & Grievances	98%	97%	98%	<i>Work Choices Act</i>	
Dispute handling procedure	97%	95%	96%	Compulsory (model clause default)	On
Referral of dispute to outside body	89%	92%	90%		On
Termination	98%	92%	96%	<i>Work Choices Act</i>	
Termination clause as per standard	97%	91%	95%	Notice provisions, max 4 weeks	On
Extra notice for older workers	87%	81%	85%	Extra notice for older workers	On
Casual Work	96%	93%	95%	AFPCS	
Loading	96%	85%	92%	Default 20%	On
Wage Related Issues	91%	95%	92%	AFPCS	
Wages schedule	91%	93%	91%	AFPCS minimum wage	n/a
AFPCS wage increases	68%	64%	67%	AFPCS wage increases	On
HR Procedures & Policies	91%	92%	91%	<i>Work Choices Act</i>	
Probation periods	78%	85%	80%	(from termination provisions)	On
Confidentiality and non- disclosure	44%	16%	34%	None	beyond

From Awards to Work Choices

Issues in agreements	Retail N= 228	Hospitality N= 111	All N=339	Statutory source and minimums	Relation to statutory standard
Superannuation	87%	90%	88%	Superannuation Guarantee	
Superannuation clause (1 above statute)	87%	90%	88%	Compulsory employer contributions	On
Overtime & Penalty Rates	96%	70%	88%	Protected award matters & AFPCS	
Performance of reasonable overtime	81%	37%	67%	Reasonable additional hours, AFPCS	On
Overtime penalty rates	32%	27%	31%	As per award	(protected)
Saturday penalty rates	14%	15%	14%	As per award	(protected)
Sunday penalty rates	25%	18%	22%	As per award	(protected)
Public Holiday penalty rates	40%	32%	37%	As per award	(protected)
Juniors	93%	70%	86%	AFPCS	
Junior rates	89%	70%	83%	Junior rates	On
Apprentices & Trainees	69%	85%	74%	AFPCS	
Trainee rates	58%	62%	60%	Apprentice and trainee rates	On
Protected award matters explicitly excluded	74%	65%	71%	<i>Work Choices Act</i>	
Part Time Work	61%	59%	60%	AFPCS	
Part time work policy – pro rata rates	47%	50%	49%	Wages and leave pro rata	On
Minimum daily hours					beyond
2 hours	15%	28%	19%		
3 hours	12%	18%	14%		
1 hour	2%	3%	2%		
4 hours	1%	3%	1%		
Allowances	56%	59%	57%	Protected Award Matters	
Higher Duties allowance	18%	41%	26%	As per the award	(protected)
Uniform allowance					(protected)
Paid	22%	14%	20%		
Explicitly excluded	14%	6%	12%		
Laundry allowance					(protected)
Paid	10%	5%	8%		
Explicitly excluded	11%	8%	10%		
Work Organisation & Flexibilities	49%	61%	53%		
Carry out duties as required	28%	41%	32%	None	beyond
Temporary movement to other location	31%	27%	31%	None	beyond
Perform flexible range of tasks	11%	41%	21%	None	beyond
Equal Opportunity	46%	54%	49%	EEO legislation	On
Redundancy	40%	48%	43%	None	beyond
Suspension	40%	45%	42%	<i>Work Choices Act</i>	On
Occupational Health & Safety	33%	45%	37%	OH&S Act and <i>Work Choices Act</i>	On

Issues in agreements	Retail N= 228	Hospitality N= 111	All N=339	Statutory source and minimums	Relation to statutory standard
Training	30%	50%	37%	None	beyond
Benefits	34%	42%	37%	None	beyond
Competencies & Promotion	20%	64%	34%	AFPCS	On
Consultation & Communication	7%	34%	16%	<i>Work Choices</i> prohibitions	beyond
Extra Labour & Contractors	18%	5%	14%	<i>Work Choices</i> prohibitions	beyond
Childcare & Family Friendliness	12%	5%	10%	None	beyond
Employee Representation	4%	6%	5%	<i>Work Choices</i> prohibitions	beyond
Performance & Control	1%	3%	2%	None	beyond

Source: OLAA aggregate variables and array data, WRC.

Population: N=339, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job)

Notes: 'on' complies with statutory minima, 'above' exceeds minimum requirements, 'beyond' is included but not required by statute, 'protected' means issue must be addressed explicitly in agreement or award provisions will apply.

The most common provisions are most frequently on the minimum standard

What follows is a snap shot of the most common provisions in the agreements and the relationship to the statutory standard.

- work time arrangements are mentioned in 99 percent of all agreements
 - 93 percent prescribe a 38 hour ordinary week which is the legal maximum
 - 49 percent prescribe a 52 week period of averaging (a further 16 percent are silent and so revert to the default legal entitlement), legal maximum
- leave is mentioned in 98 percent of all agreements in the study
 - 94 percent prescribe the minimum standard for annual leave (6 percent are silent)
 - 90 percent prescribe the minimum standard for bereavement leave (6 percent are silent)
 - 86 percent prescribe the minimum standard for sick leave (8 percent prescribed the same entitlement as personal leave days in a broader pooling arrangement)
 - 82 percent prescribe the minimum standard for parental leave (13 percent are silent)
 - In total 8 percent of agreements provide an entitlement to leave above the minimum standard
- dispute settling procedures are in 98 percent of all agreements (this is mandatory)
- termination clauses appear in 96 percent of all agreements (as per the statutory standard)
- casual loadings are mentioned in 95 percent of all agreements
 - 65 percent prescribe the statutory default of 20 percent, a further 11 percent are silent, and 15 percent pay above the standard
- wage related issues are mentioned in 92 percent of all agreements
 - 67 percent prescribe wage increases by the Australian Fair Pay Commission
- human resources procedures and policies are mentioned in 91 percent of all agreements
 - 80 percent have a probationary clause relating to termination and wages as per the statutory standard.

Excluding the protected award matters

The loadings and penalties known as ‘protected award matters’ are much more likely to be excluded than included in a count across all agreements. While 71 percent of all agreements have a single clause that expressly excludes all protected award matters, some of these matters are subsequently ‘returned’ at the award level or better. Approximately 45 percent of hospitality and 40 percent of retail agreements exclude and do not return any of the protected award matters⁶. Three quarters of agreements exclude and do not return 5 or more of the protected award matters.

- paid breaks are available in 43 percent of agreements

⁶ We have not included the listing of public holidays in this analysis. It is quite common for agreements to list public holidays and remove the loading for working on them.

- penalty rates for Public Holiday work are paid in 37 percent of agreements
- loadings for overtime are paid in 31 percent of agreements
- allowances for working higher duties are paid in 26 percent of agreements
- penalty rates for Sunday work are paid in 22 percent of agreements
- uniform allowance is paid in 20 percent of agreements
- annual leave loading is paid in 15 percent of agreements
- penalty rates for Saturday work are paid in 14 percent of agreements
- laundry allowance is paid in 8 percent of agreements.

Least common provisions

At the bottom of the grand array we can see the least common topics mentioned in *Work Choices* agreements. Those that are mentioned in fewer than 30 percent of agreements are as follows:

- Performance and Control (including details of organisational performance indicators) are covered in 1 percent
- Employee representation issues (including recognition of employee representatives and union delegates) are mentioned in 4 percent
- Childcare and family friendliness issues (childcare, job sharing, flexitime, part time work options for new parents etcetera) are mentioned in 10 percent
- Consultation and communication at the workplace is mentioned in 16 percent.

Higher standards in union agreements

We have also analysed the outcomes in different types of *Work Choices* agreements and Union agreements are far more likely to provide more generous entitlement than non-union agreements.

Table 3.2: Selected entitlements in *Work Choices* collective agreements, by agreement type, Retail and Hospitality, (2006)

Provisions and entitlements	Union		Non-union		Employer Greenfield	
	N= 33		N=242		N=64	
Annual Leave Loading	32	97%	42	17%	13	20%
Paid Breaks	30	91%	94	39%	22	34%
Public Holiday listings	29	88%	212	88%	56	88%
Meals Allowance/Provision of meals	28	85%	46	19%	14	22%
Uniform Allowance	19	58%	40	17%	8	13%
Laundry Allowance	12	36%	13	5%	2	3%
Saturday penalty						
None paid	26	79%	216	89%	56	88%
101%-124%	1	3%	4	2%	0	0%
125%	6	18%	14	6%	7	11%
125%-150%	0	0%	8	3%	1	2%
Flat dollar amount/other	0	0%	0	0%	0	0%
Sunday penalty						
None paid	12	36%	198	82%	52	81%
101%-149%	0	0%	11	5%	2	3%
150%	14	42%	22	9%	5	8%
151%-175%	2	6%	7	3%	4	6%
Flat dollar amount/other	5	15%	4	2%	1	2%

Provisions and entitlements	Union		Non-union		Employer Greenfield	
Public holiday penalty						
None paid	4	12%	192	79%	40	63%
101%-150%	0	0%	5	2%	2	3%
150%-199%	1	3%	9	4%	4	6%
200%	2	6%	18	7%	13	20%
Over 200%	25	76%	13	5%	4	6%
Flat dollar amount/other	1	3%	5	2%	1	2%
Overtime penalty						
None paid	1	3%	188	78%	46	72%
101%-149%	0	0%	7	3%	1	2%
150%	31	94%	45	19%	17	27%
Over 150%	1	3%	0	0%	0	0%
Flat dollar amount /other	0	0%	2	1%	0	0%
Termination & Redundancy Provisions						
Redundancy clause	32	97%	65	27%	20	31%
Entitlement to severance pay	32	97%	60	25%	18	28%
Extra termination notice for older workers	31	94%	202	83%	55	86%
Consultation with representatives	26	79%	24	10%	2	3%
Redeployment	25	76%	41	17%	7	11%
Extra severance pay for older workers	15	45%	2	1%	4	6%

Source: OLAA, WRC, 2007

N=339, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job)

Note: *Other* indicates that a rate is paid but is unable to be coded in a single entry.

Union Collective Agreements are at least three times more likely than non-union collective agreements to:

- pay severance pay,
- specify a wage increase beyond the AFPC increases,
- prescribe much shorter periods of averaging ordinary hours, (1-4 weeks)
- provide minimum and maximum hours for casual and part time workers,
- pay casual rates above the statutory minimum,
- pay penalty rates for Sunday,
- pay penalty rates for working overtime,
- pay a uniform allowance,
- pay a laundry allowance
- pay annual leave loading

Close analysis of every agreement lodged under *Work Choices* in these industries in 2006 reveals that few deviate from the prescribed statutory standard. Where deviations from these standards occurred, unions were usually involved. Where employers have the opportunity to craft their own package of measures to suit their circumstances most (between two thirds and three quarters) have simply moved to the statutory standard.

4 Why is there so much uniformity in *Work Choices* agreements?

Early on in the study it became clear that many agreements were very similar, in both content and format, and in some cases they were identical. It transpired that several templates had been used to make approximately half (49 percent) of the agreements studied. Template agreements are responsible for at least two thirds of all ‘*minimalist*’ agreement making in the study. We identified six distinct templates creating what we have called agreement ‘patterns’.

Table 4.1: *Work Choices* Template Agreements by type of agreement, Retail and Hospitality, 2006

Pattern type	Origin of template	Section of Legislation			Total
		Employee Collective	Union Collective	Employer Greenfield	
Hospitality 1	Consultants	26	-	2	28
Hospitality 2	Employer Association	15	-	-	15
Retail 1	Consultants	53	-	16	69
Retail 2	Unknown	12	-	7	19
Retail 3	Unknown	8	-	6	14
Retail 4	Legal firm	12	-	-	12
Retail 5	Employer Association	9	-	1	10
Sub total		128	-	25	167
Total in study		242	33	64	339
% in patterns		53%	0%	39%	49%

Source: OLAA, 2007

N=339, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job)

Note: Hospitality Pattern 1 and Retail Pattern 1 come off the same template

Sixty-five percent of pattern agreements originate from industrial relations consultancies and legal firms. A further 20 percent cover fast food franchises and their origin is unknown. These patterns are very uniform and are unambiguously ‘*minimalist*’ and provide almost no provisions above or beyond the statutory minimum. Consultants and lawyers have been able to use very simplistic instruments to formalise the new standards. The following extract is from the website of the consultants who made the Pattern 1 template in both retail and hospitality. The website promotes the use of their template in the following way:

Figure 4.2: Extract from web site of IR consultants advertising the merits of *Work Choices*

Below are the indicative legal minimum rates and penalty provisions for the relevant shop/retail awards in Victoria....Comparing this with the corresponding minimum rate under WorkChoices highlights the ease and flexibility available with agreements under WorkChoices.

National Fast Food Retail Award 2000				
Grade 1	Permanent employee		Casual employee	
	Award	WorkChoices Agreement	Award	WorkChoices Agreement
Monday-Friday	\$14.30	\$14.30	\$17.88	\$17.16
Saturday	\$17.86		\$22.35	
Sunday	\$21.43		\$25.03	
Public Holidays	\$35.75		\$44.70	

Source: http://www.ei.net.au/work_choices.html, accessed 3/4/2007

A smaller proportion, (16 percent), has come from two employer association templates. These agreements have a degree of variation within them, including some provisions that are moderately above the minimum standard. The agreements varied within the group, suggesting that some tailoring to the workplace environment had taken place. The following three extracts from an agreement in Hospitality Pattern 2, with the original in-text edits, is a clear example of how some agreements varied from the template.

Figure 4.2: Extracts from employer association template agreement: tailoring conditions to the unique needs of the enterprise

Extract 1

(e) The employer will supply a staff meal, from the staff meals list, to employees working longer than 6 hours as a cost of \$5.50. ~~The employees not working longer than 6 hours may have a meal of the staff menu at 50% of the retail value~~ **half the retail value of the meal.**

Extract 2

(g) No employee under the age of 18 years of age shall work or be permitted to work later than ~~8.00 p.m.~~ **10.00pm** without the consent of parents or legal guardians.

Extract 3

20.	Payment of Wages
21.	Hours of Work
22.	Rosters
23.	Annual Leave
23A.	Restrictions on Annual Leave
24.	Personal Leave
25.	Long Service Leave
26.	Parental Leave
27.	Compassionate Leave
28.	Meal Breaks and Rest Pauses
29.	Jury Service
30.	Public Holidays
31.	Defence Reserve Training Leave
32.	Special Clothing

Source: Extracts as scanned from CAEN06418730

In agreements from employer association templates, protected matters such as overtime loadings and penalty rates were more likely to be paid, albeit at a reduced rate, and in a handful of agreements some other award provisions, such as severance pay or defence force leave were retained. A number also specified wage increases at the commencement of the agreement. Importantly, these agreements also tended to contain provisions that provided scope to increase employer prerogative over working hours.

The largest pattern is found across both industries. Together Hospitality Pattern 1 and Retail Pattern 1 account for 60 percent of the template agreements and 25 percent of agreements in the whole study. The following provisions summarise what can be found in those agreements:

- All protected award matters are expressly excluded
- Wages and classifications are based on minimum base rates in relevant awards
- Wage adjustments are provided for via AFPC minimum wage decisions
- Hours are based on the AFPCS minimum standard of a 38 hour week averaged over 52 wks
- Personal leave, covering sick leave and carer's leave, is at the minimum standard provided by the AFPCS
- No loading for working overtime
- No penalty rates for working weekends or nights
- Cashing out available for 2 weeks annual leave
- No Annual Leave Loading is paid.
- Seven public holidays are listed and provision is made for other public holidays gazetted by state governments.
- A dispute settlement procedure that writes in the legal firm that created the template.

These agreements were very uniform with the exception of wage rates and variations to rosters. Wage rates varied by state, depending upon the relevant award rate

derived from the APCS. Some agreements include a clause that provides 24 hours notice for a roster change. One agreement out of the 97 in this pattern pays a loading for overtime.

Retail patterns 2, 3 and 4 were also very uniform and clung to the minimum standard. Like pattern 1 they adopted the AFPCS as the 'ceiling' of employee entitlements. Additional provisions serve mainly to increase managerial prerogative rather than confer on employees any extra enforceable rights.

The great majority of template agreements uniformly reflected the minimum standard. There is no real evidence that bargaining has taken place for these agreements. The Employer Greenfield agreements are almost identical to Employer Collective agreements in the same state and sub-sector. The only template agreements that vary within the pattern were produced by employer associations that have far more industrial interest and stakeholder engagement in agreement outcomes than consultants and lawyers. However, even these agreements were rather more '*minimalist*' than '*broad spectrum*' in content.

5 What has been changed in *Work Choices* agreements?

Having looked at what is in *Work Choices* agreements we then examined what has *changed* – what has been increased or added, what has been decreased or removed and what has remained the same. This was achieved by comparing the enforceable rights in each of the *Work Choices* agreements with the industrial instruments that covered those workers before *Work Choices*. The great bulk of those comparisons (85 percent) were made back to an award. Most of the post-*Work Choices* agreements expressly stated that they operated to the exclusion of any awards. However, a small proportion of post-*Work Choices* agreements and a significant number of pre-*Work Choices* agreements operated in conjunction with awards. This meant that employees' enforceable rights were a combination of award and agreement provisions. Reading agreements in conjunction with awards was a painstaking and technically difficult process. Details of the approach and findings are reported in Chapter 4 of the full report. Findings from this stage of the research can be summarised very briefly.

The vast majority of *Work Choices* agreements have provisions that hover at the statutory standard. Where the standard has improved, enforceable rights have improved. Where legislative standards have matched award standards there has been no change in enforceable rights. However, in the overwhelming majority of cases, the introduction of *Work Choices* has resulted in a reduction or loss in entitlements as the statutory standard has fallen.

Increased incidence and increased entitlements

Figure 5.1 summarises the increased incidence of provisions in a majority of *Work Choices* retail and hospitality collective agreements. It also shows provisions that have resulted in a higher level of entitlement in a majority of agreements.

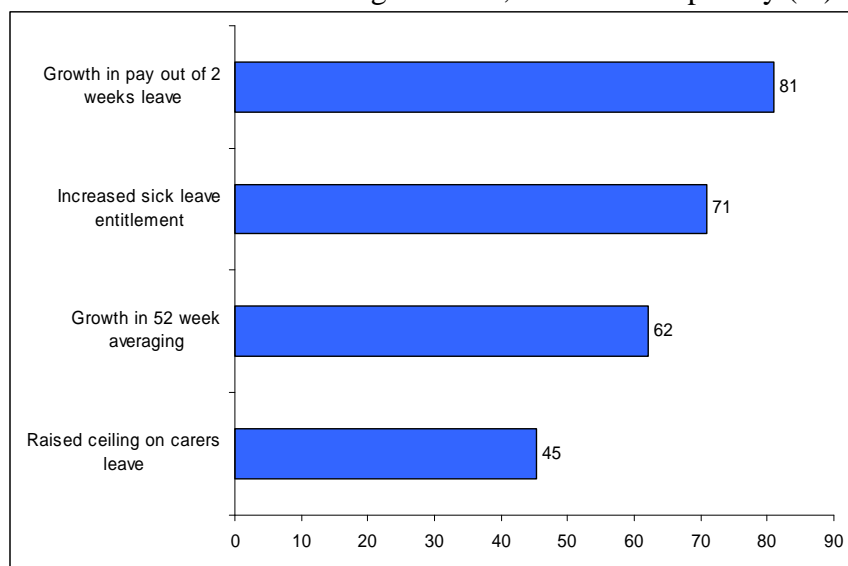
The provisions with the greatest increase in incidence (81 percent) has been the capacity for employees to cash out 2 weeks of their annual leave. Prior to the introduction of *Work Choices* agreements in the Federal jurisdiction could cash out up to 100 percent of annual leave. However State governments such as NSW had legislated to prevent the cashing out of annual leave on the grounds that employees could be pressured to cash out leave against their own preferences. For many workplaces that have moved out of state jurisdictions and into the federal jurisdiction this is their first opportunity to utilise such provisions. However, for those who had previously operated in the Federal jurisdiction this provision has been a curtailment of existing practice.

Seven in every 10 agreements increase annual sick leave entitlements – in most cases, from 8 to 10 days. Almost half (45 percent) of agreements have raised the ceiling on carer's leave. This is not an increase in the number of days of leave an employee is entitled to, rather an increase in the proportion of sick leave that may be used for caring purposes.

Just under two thirds of agreements have echoed the statutory standard for averaging hours to over a period of 52 weeks. Previously the most common entitlement was

averaging of hours over 1-4 weeks. This change has also been noted in Figure 5.3 as a decreased entitlement, that is, a 62 percent loss of the 1-4 week averaging provision.

Figure 5.1: Summary of increased incidence of provisions and increased entitlements in *Work Choices* collective agreements, Retail & Hospitality (%)



Source: OLAA, 2007

Population N=333, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job)

Each provision that has increased in incidence in *Work Choices* agreements has overwhelmingly mirrored changes in the statutory standard. Agreements have augmented standards previously set by awards (sick and carers leave) to meet the new legislative standards or have displaced award standards (1-4 weeks averaging period for ordinary hours) to settle at the new legislative standard.

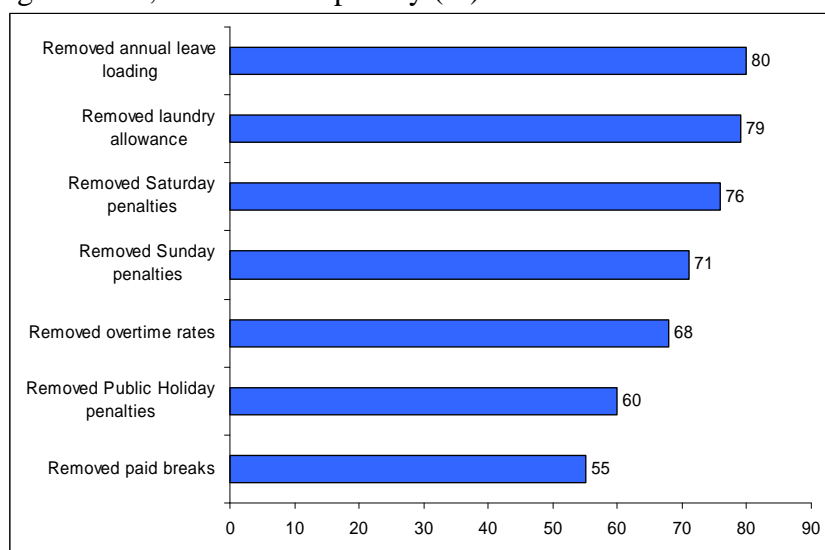
Remained the same

Another group of provisions have not changed and they reflect the statutory standard. Ordinary hours are stable at 38 hours per week and parental leave continues to be 52 weeks unpaid leave per annum. Wage setting continues to be based on central wage decisions, just as minimum wages were treated under comparator awards.

Decreased incidence and decreased level of entitlements

Far more provisions have been ‘lost’ from *Work Choices* collective agreements than ‘gained’. In particular those provisions that were ‘ring fenced’ as protected award provisions and ‘protected by law’ have been removed in the great majority of cases. The key statistics on this matter are summarised in Figure 5.2. The protected award provisions have been removed from between three quarters and two thirds of agreements. Three in every four agreements have removed annual leave loading, laundry allowance, and Saturday penalty rates. Two in every three have lost Sunday, Public Holiday and Overtime loadings. More than half no longer provide a paid break. Overwhelmingly collective agreements have explicitly excluded the protected award provisions and very few have returned them all.

Figure 5.2: Summary of removed protected award matters in *Work Choices* collective agreements, Retail & Hospitality (%)

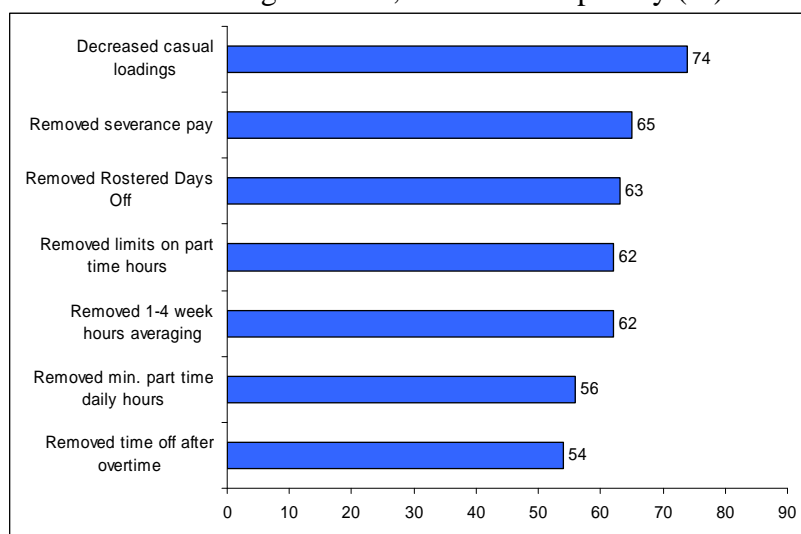


Source: OLAA, 2007

N=333, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job)

Agreements are also removing entitlements that are not protected. These provisions cannot be resurrected, nor compensated for, by the current Fairness Test. The key statistics on this point are summarised in Figure 5.3. Casual loadings have been reduced in 74 percent of agreements from the award standard to a lesser statutory one. Over three quarters of agreements either remove severance pay in case of redundancy (65 percent) or reduce the entitlement (11 percent). Two thirds of agreements remove limits on part time hours and replace the 1-4 week averaging of ordinary hours with a 52 week average. Over half of the agreements remove minimum hours for part time hours and a 10 hour break between overtime and work the following day. It is worth noting that these are the main provisions that have been lost. There are other provisions that have also been removed or reduced that affect a significant proportion of agreements. They include reductions in notice to vary rosters, reductions in the minimum daily hours of casuals and part time workers, loss of higher duties, uniform and first aid allowances. A significant minority have also lost clauses relating to training, skill based classification systems, access to consultative committees, union entry and delegates rights and rights to access a tribunal in case of a dispute.

Figure 5.3: Summary of removed provisions and decreased entitlements in *Work Choices* collective agreements, Retail & Hospitality (%)



Source: OLAA, 2007

N=333, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job)

As is apparent from the previous two paragraphs, many enforceable rights have been lost by workers covered by *Work Choices* agreements. Further details about these are provided in the full report. It is worth reflecting on four subject areas in particular to appreciate that not only have employees lost ‘a lot’ of enforceable rights – they have lost rights of significant substance.

Casual loadings

While much attention has been devoted to the loss of penalty rates and loadings for things like overtime, a major change that has received little attention to date has been the reduction in the loadings paid for casual work. Casual loadings in 74 percent of *Work Choices* collective agreements have dropped from the previous rates. In the vast majority of cases the drop has been close to 5 percent, falling from 25 percent to the statutory standard of 20 percent.

Redundancy

Like the issue of casual loadings, the retreat from enforceable rights for retrenchments and redundancy has, to date, received little attention. Redundancy rights have been cut dramatically in the *Work Choices* agreements studied. In 77 percent of collective agreements in retail and hospitality severance pay has been either removed or reduced. These provisions are not protected by statute or as award matters. They do not fall under the auspices of the Fairness Test. Two in every three agreements (65.5 percent) removed provisions for severance pay. A further 11 percent reduced the amount of severance payment while 6 percent increased it and 16 percent maintained the pre-*Work Choices* standard.

Part time workers

One of the major justifications for the rewriting of recent Australian labour law has been the need to give workers greater flexibility in how they manage their work/life balance. The example of women with children or elder care responsibilities is often

mentioned. Students balancing study and work are also spoken of. Traditionally people with multiple roles have found part time work has been important in reconciling competing interests in their lives. Over time the award system has devised a number of basic standards designed to give such workers enforceable rights. Under *Work Choices*, none of these are guaranteed. Agreements in retail and hospitality have largely removed those protections.

Hours matters

Arguably the most profound change associated with the *Work Choices* agreements has been the extensive recasting, and often the abolition of enforceable rights concerning hours of work. This has been occurring incrementally since the decentralisation and 'deregulation' of bargaining commenced two decades ago. *Work Choices* has taken the change process to a new, lower level. Whereas previously changes were negotiated with reference to awards, today they are limited to a minimalist legislative standard. At the centre of the transformation of working time standards have been averaging of hours arrangements.

More than half of the *Work Choices* agreements in the study have increased the period over which ordinary hours can be averaged. While ordinary weekly hours have remained stable at 38 hours per week, the period those hours can be averaged over has increased from 1-4 weeks to 52 weeks. In many *Work Choices* agreements these are the only substantive hours provisions included that limit the spread or regulate the possible pattern of hours. Under the legislation this is all that is necessary in terms of explicit caps on hours.

There has been significant loss of provisions providing a break between one working day and the next. This type of provision is commonly found in overtime clauses in awards and is expressed as the period that must be taken off between overtime ending on one day and the start of work the following day. The break is generally 10 hours and sometimes 8. These provisions have been lost in over half of *Work Choices* arrangements (51 percent of retail agreements and 60 percent of hospitality agreements).

There has been a widespread reduction in the notice required of employers to change rostered hours. Most awards in both industries specify at least 7 days notice to change a roster, unless in the case of an emergency or unforeseen circumstances. In a majority of *Work Choices* agreements notice has been reduced to 24 hours with the capacity for shorter notice with mutual agreement.

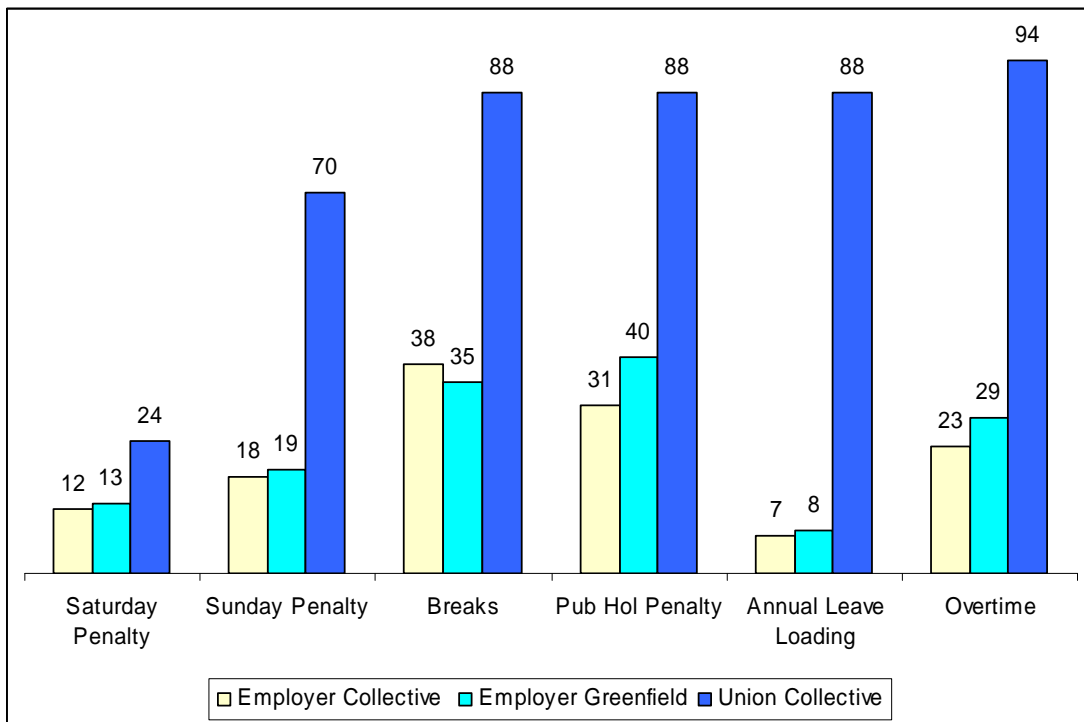
Provisions that regulate hours assist employees and employers in different ways. Penalty payments have improved wage levels in low paying jobs. But having notice periods, minimums, maximums, processes for determining hours has helped constrain the use of unplanned and unorganised hours by employers. These provisions lay some fundamental foundations for good rostering practices that allow flexibility with certainty for both the employer and employee. They have aimed to limit unhealthy and unsocial hours while meeting the requirements of businesses to function efficiently. This is not an easy balance to achieve and *Work Choices* agreements are making achieving this balance more not less difficult. There is no doubt that the majority of collective agreements under *Work Choices* have simplified the legality around hours. However this does not simplify the issues that confound us when it

comes to the detrimental impact that can result when hours are unmanaged and unfettered.

Protected by unions, not by law

Union Collective agreements have overwhelmingly retained the protected award matters. About 90 percent of union agreements have kept most of these provisions. The clear exception has been Saturday penalties where only a quarter of union agreements have retained a loading. The more comprehensive nature of union as opposed to non-union agreement is clearly evident in Figure 5.5

Figure 5.5: Summary of Protected award matters entitlements (excluding allowances) in *Work Choice* collective agreements, by agreement type



Source: OLAA, 2007

N=333, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job)

There is pronounced uniformity in outcomes for Employee Collective and Employer Greenfield arrangements, as seen in Figure 5.5. As we know, Employer Greenfield arrangements do not require the involvement of employees or a union. No ballot is cast. And yet outcomes are very similar to Employee Collective agreements where ballots are held. This is in remarkable contrast with Union outcomes. These findings suggest that bargaining processes may be very different in Union and Employee Collective agreements and that Employee Collective arrangements are far closer to Employer Greenfield processes than might at first be assumed. Certainly these findings warrant further investigation to ascertain the actual level of bargaining that may or may not be happening within the framework of *Work Choices*.

Minimalist agreements remove many substantive provisions and fall to the statutory standard. This contrasts with *Broad spectrum* agreements which generally follow the contours of the award and keep a higher standard. *Broad spectrum* agreements,

however, are in the minority in retail and hospitality. It seems unlikely that unions, under the current system of collective agreement making, will be able to continue to resist the fall to new standards indefinitely.

6 How are *Work Choices* agreements affecting earnings?

Having analysed the content of *Work Choices* agreements, understood how these differ to pre-existing arrangements and considered how alike many of them are, it is now possible to assess their impact on earnings. Most discussions of wage movements in enterprise agreements focus on what is commonly referred to as average annual wage increases (AAWI) contained within them. These statistics are generated by taking the percentage wage increase contained in an agreement and dividing this by the duration of the agreement. In the agreements we studied the average annual wage increase for retail agreements was around 2.5 percent and for those in hospitality 3.5 percent⁷.

While useful as an easy to produce statistic, such data are best regarded as indicative. In no way can they be regarded as providing a robust estimate of actual earnings movements likely to be experienced by those covered by agreements. There are several sources of potential imprecision. The formal duration of an agreement may differ to its duration in reality. Many agreements, for example, run for far longer than the period specified in them. And not all 'back date' their increases to make up for this. More importantly, no regularly produced estimates of AAWI in registered agreements take into account the impact of other provisions in them on earnings. This is not because those generating such statistics are lazy or incompetent. Rather it is because such an exercise requires getting information beyond the agreements on how they operate in reality. This takes considerable time to collect and process. In analysing the impact of *Work Choices* agreements we have been fortunate in having the time and resources to gather and process such information.

In assessing the impact of *Work Choice* Agreements on earnings we have moved through the following stages.

Identification of commonly used rosters. Key informants in unions and inspectorates responsible for dealing with workers in retail and hospitality were interviewed to ascertain the working patterns most common in these sectors. There was a remarkably high degree of consensus as to what these were. Ten different working time patterns were identified for each of the industries. These patterns provided the core material we used to generate different scenarios of how the recently registered *Work Choices* agreements would affect earnings. The essential features of these different patterns are summarised in Tables 6.1 and 6.2. It can be seen that there are differences in the working time patterns that prevail in the two industries:

- (a) the retail scenarios distinguish between permanent full timers, permanent part-timers and casuals (mostly part-timers)
- (b) the hospitality scenarios distinguish between different configurations of part-timers, noting especially the need to separate out those on split and non-split shifts and those with rosters covering Sunday. We have also distinguished between those working on a casual or permanent basis.

⁷ AAWI calculations can only be made with agreements that specify a wage increase.

Identification of representative jobs. When analysing the impact of changed enforceable rights it is important that attention is devoted to meaningful categories of work. In the retail sector we traced through the situation prevailing for an Adult Sales Assistant (level 1) with at least 12 months experience. For Hospitality we assessed the situation for an Adult Food and Beverage Worker (Level 2) with the same level of experience.

Application of the new working time standards to the different rosters. A team of four researchers then applied entitlements concerning casual loading, weekend and other penalties for each agreement to each of the rosters identified as relevant to that industry. This was done primarily by means of processing the data in Excel. The data on enforceable working time rights had been collected for the analysis reported in earlier chapters.

Checking of results. Another researcher then comprehensively scrutinised these initial results.

Table 6.1: Summary of scenarios concerning changes in earnings for an Adult Sales Assistant level 1 covered by a *Work Choices* Agreement

Hours and employment form	Scenario/ Roster	Average Gain/loss				Maximum Loss	% of ag'ts where earnings fall
		Union involvement		All industry average			
		Union (%)	Non-union (%)	%	\$		
Permanent full-time 76 hours per fortnight	Scenario One Wk 1: Tue-Sun 8.30am – 5:00pm Wk 2: Tue-Fri 8.30am – 5:00pm Eg Dept Stores and Super Markets	1.1	-6.9	-6.3	-73.95	19.9% \$242.02 per fortn't	79%
Permanent full-time 38 hours per week	Scenario Two Wk 1 : Tue-Sat 8:30am – 5:00pm Eg: Dept Stores and Super Markets	1.5	-4.3	-3.8	-21.96	18.0% \$106.44	72.2%
Permanent Full-time 42 hours per week	Scenario Three Mon-Fri 7.6 hours per day 8:30 am to 5:00 pm Sat 4 hours, 9:00am to 12:00 pm (4 hours overtime per week) Eg: Dept Stores and Super Markets	2.2	-5.3	-4.6	-32.56	20.1% \$145.68	75.1%
Permanent Full-time 38 hours per week	Scenario Four Mon – Wed: 8:30 am - 5:00 pm Thurs: 12:30 pm- 9:00pm Fri: 8:30 am – 5:00 pm Eg: Dept Stores and Super Markets	2.1	0.3	0.5	2.22	15.5% \$100.61	61.2%
Permanent Part-time 50 hours per fortnight	Scenario Five Wk1: Tues-Sun 10:00-3:00 Wk2: Tues-Fri 10:00-3:00 Eg: Dept Stores, Supermarket, Fast food, Specialty and Bakery stores	1.6	-2.2	-1.9	-12.72	16.2% \$117.90	70.0%

From Awards to Work Choices

Permanent Part-time 19 hours per fortnight	Scenario Six Wk1: Mon 10:00am-2:00pm Tues 4:00pm-6:00pm Thurs 4:00pm -6:00pm Wk2: Mon 10:00am-2:00pm Wed 10:00am-2:00pm Thurs6:00-9:00pm Eg: Fast food, liquor, bakery shops	2.8	-0.01	0.1	-0.20	15.5% \$47.16	64.9%
Permanent Part-time 12 hours per week	Scenario Seven Thur 5:00pm-9:00pm Sat 9:00am-1:00pm Sun 10:00am-2:00pm Eg: Fast food, liquor, bakery shops	0.8	-19.7	-17.9	-40.82	34.3% \$82.50	87.7%
Casual Part-time 12 hours per week	Scenario Eight Thur 5:00pm-9:00pm Sat 9:00am-1:00pm Sun 10:00am-2:00pm Eg: Fast food, liquor, bakery shops	1.3	-13.5	-12.2	-34.00	38.2% \$114.27	84.6%
Casual Part-time 9 hours per week	Scenario Nine Wed 4:00 pm – 6:00 pm Thurs 4:00 pm – 9:00 pm Friday 4:00 pm – 6:00 pm Eg: Fast food, liquor, bakery shops	3.1	-1.9	-1.6	-2.66	14.9% \$24.10	75.3%
Casual Part-time 19 hours per week	Scenario Ten Thur 4:00pm-9:00pm Fri 6:00 pm-12:00 am Sat 8:00am-11:00 am Sun1:00pm-6:00 pm Eg: Fast food, liquor, bakery shops	1.5	-13.1	-11.9	-50.22	37.4% \$187.38	85.4%

Source: WRC, 2007

Population: N=339, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job.

Notes: Exclusion for scenarios outlined in technical notes.

Some agreements are compared more than once against different awards.

Table 6.2: Summary of scenarios concerning changes in earnings for an Adult Food and Beverage Worker level 1 covered by a *Work Choices* Agreement

Employment form	Scenario/ Roster	Average Gain/loss				Maximum loss	% of agnts where earnings fall
		Union involvement		All industry average			
		Union (%)	Non-union (%)	%	\$		
Part-timers	Scenario Two. Th; 5hrs, 6-11pm Fr, Sa; 5hrs, 7-12pm	-1.09	-7.56	-6.87	-13.51	23.83% \$50.61	75.5
	Scenario Four. Tu,We; 5hrs, 5-10pm Th: 5hrs, 6-11pm Sa; 6hrs, 8-2am	-1.10	-8.22	-7.45	-25.33	18.17% \$62.88	81.4
	Scenario Six. Th,Fr,Sa; 6hrs, 12-3pm & 7-10pm (split)	-0.63	-8.28	-7.45	-21.67	23.88% \$75.56	80.4
	Scenario Eight. Th,Fr,Sa; 6hrs, 12-3pm & 7-10pm (split) Sun; 3hrs, 12-3pm	-2.57	-12.87	-11.76	-41.91	25.86% \$98.00	85.3
	Scenario Ten. We,Th; 3hrs, 7-10pm Fr,Sa; 4hrs, 6-10pm	-0.52	-7.06	-6.36	-14.22	17.84% \$40.98	74.5
Casuals	Scenario One. Th; 5hrs, 6-11pm Fr, Sa; 5hrs, 7-12pm	3.31	-9.20	-7.89	-23.08	20.71% \$63.28	80.9
	Scenario Three. Mo; 3hrs, 12-3pm Tu; 5hrs, 5-10pm We: 5hrs, 6-11pm Sa; 6hrs, 8-2am	2.73	-9.91	-8.59	-32.18	21.22% \$82.63	80.9
	Scenario Five. Th,Fr,Sa; 6hrs, 12-3pm & 7-10pm (split)	3.66	-10.04	-8.61	-31.03	28.53% \$115.38	80.9
	Scenario Seven. Th,Fr,Sa; 6hrs, 12-3pm & 7-10pm (split) Sun; 3hrs, 12-3pm	3.03	-12.55	-10.92	-47.22	30.28% \$146.49	81.9
	Scenario Nine. Th; 3hrs, 7-10pm Fr,Sa; 4hrs, 6-10pm	3.41	-9.91	-8.51	-18.38	20.34% \$45.36	80.9

Source: WRC, 2007

Population: N=339, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job.

Notes: Exclusion for scenarios outlined in technical notes.

Some agreements are compared more than once against different awards.

Tables 6.1 and 6.2 summarise the results arising from this aspect of the project. The patterns evident from these two tables can be summarised as follows:

- despite the fact that AAWI in these agreements generally ranged between 2.5 and 3.5 percent per annum, remarkably few workers actually end up achieving a benefit anywhere near this level. This was a result of changed penalty and loading arrangements, especially reduced casual loadings.
- the situation for those covered by union agreements is consistently superior to that prevailing for those covered by non-union agreements. The gains in union agreements have, however, been modest. Few *Work Choices* union agreements deliver increases greater than 3 percent per annum. In hospitality some were as low as minus 2.6 percent. For non-union agreements in retail the best achievement was an increase of 0.3 percent. All other retail scenarios resulted in a fall in income, some as low as minus 17.9 percent on average.
- The drop in earnings is not, however, uniform. Indeed, there is considerable variability in the outcomes. The key bases of variability are:
 - the time of day and days of week covered by the roster are very important. Those working nights and weekends (especially Sunday) are significantly worse off. Split shift workers in Hospitality also tend to do more poorly than those not working such arrangements. The drop in earnings for split shift workers were as low as minus 10.7 percent compared to the average fall in the Hospitality sector of 7 to 8 percent.
 - the form of employment also has an impact, with part-time workers and casuals generally doing far worse than permanent full-time workers. Casual workers were more likely to be negatively affected by *Work Choices* with an average of 82 percent of agreements having a negative impact on casual take home wages compared to 76 percent of agreements across all scenarios. On the other hand the average losses experienced by part-time workers were generally greater than those experienced by casual employees due to the absorption of casual loadings into penalty rates.
 - it is hard to compare the situation between retail and hospitality given the different rosters worked. Comparability for those working casually and on a part-time basis is, however, possible. Data for these categories of work indicates that the drop in conditions generally appears to be worse for those in retail than those in hospitality. This could be a result of historical changes to industry-specific penalty rates in hospitality.

It is important to note that this consideration of summary tendencies hides the fact that for employees working in particular sub-sectors engaged on the basis of particular rosters, the losses can be far greater than the averages just discussed. A listing of those pockets of the labour market where workers' earning fell by 10 percent or more is provided in Table 6.3.

Table 6.3: Cases where workers are more than 10 percent worse off as a result of *Work Choices*, Retail and Hospitality

Industry						
Retail			Hospitality			
Industry sub-sector	Roster	Amount Earnings Drop (%)	Industry sub-sector	Roster	Amount Earnings Drop (%)	
Liquor	1	-11.9	Restaurants	5	-10.0	
	8	-23.9		2	-10.9	
	10	-30.6		1	-11.0	
	7	-31.1		9	-11.3	
Fast Food	10	-12.5		3	-11.4	
	8	-13.5		8	-12.5	
	7	-21.3		7	-12.8	
Bakery	10	-17.9		Café	4	-10.1
	8	-18.9			2	-11.4
	7	-24.5			5	-12.1
	Supermarkets	7	-14.2		1	-13.0
			9		-13.4	
			3		-14.0	
			8		-14.2	
			7	-15.7		

Source: WRC

Population: N=339, (All retail and hospitality agreements lodged with OEA between 26 March and 8 December 2006, for enterprises located in NSW, and/or VIC, and or QLD, with comparable instrument, covering representative job.

Notes: Exclusion for scenarios outlined in technical notes.

Some agreements are compared more than once against different awards.

The findings of this table can be summarised as follows.

Retail: Agreements for this industry were categorised as falling into one of six sub-industries. Agreements consistently delivering major reductions in earnings cover workers in liquor stores, fast food outlets and bakeries. Part-time casuals, especially those working on Sundays in such workplaces have experienced the worst reductions – as great as 15 percent, some as high as 31 percent. Generally speaking Department Stores and Supermarkets did not reduce earnings by as much. Few, however, delivered improved earnings for shop assistants covered by their *Work Choices* agreements.

*Hospitality*⁸: The worst cases in this sector are almost exclusively concentrated in the Restaurants and Cafés sector where falls are between 10 and 15 percent. These drops occurred across most rosters. The other sub-sectors examined in hospitality were Accommodation, Casinos, Catering, Clubs, Pubs, Taverns and Hotels. While agreements from these sectors deliver earnings outcomes that are not as bad as those in Cafés and Restaurants, few resulted in improving workers earnings.

⁸ It is important to remember that the hospitality scenarios only modelled the situation for part-timers - permanent and casual. The situation for permanent full timers in hospitality has not been modelled.

Challenges for the fairness test – quantums and what money cannot buy

The findings from our analysis on the impact of earnings from the first crop of *Work Choices* agreements covering base grade sales assistants and food and beverage workers are clear. The change in enforceable rights from award to statutory standards achieved by means of non-union agreements in particular has reduced the earnings of these already low paid workers. This problem may be partly rectified by the fairness test. This depends on how it is applied. If we take these scenarios as a guide, keeping in mind that they do not generally include overtime, paid breaks, annual leave loading or allowances, provisions that we know many workers have lost, the monetary compensation for many workers will have to be in the order of at least another 10 per cent. For some it will have to range up to at least 40 percent. It will be interesting to see how employers react to the prospect of paying additional wage increases of this magnitude in the future. We suspect if rigorous standards are applied, many will prefer to stick with the award. It all depends on what level of offset is imposed by the Workplace Authority and how rigorously it is enforced.

It is important to remember that the 'Fairness test' is, at best, only a partial remedy to the negative dynamics unleashed by *Work Choices*. There is no certainty that workers will be completely monetarily compensated. This is a critical issue for workers, particularly those in low paid sectors. In the words of one industry practitioner, "...when jobs are this low paid we argue over the cents." However, not to diminish the high importance of decent wages, there is more to life than money. Our scenarios have not captured many other dimensions of change embodied in the agreements analysed. Prime among these are, loss of redundancy and severance pay entitlements, which afford some measure of job security, loss of rights to notice over roster changes, loss of minimum and maximum call in time and loss of rights to recovering time between spells of work, to name just a few. In short, loss of entitlements that provides workers with some security and control over the hours they work. Problems of this nature cannot be solved by devising a more effective 'fairness test'. The problem is in the design of *Work Choices*. Increased reliance on centralised statutory standards has major problems. Prime among these is the inability to craft standards that are sensitive to the diverse needs of particular segments of the labour market. Only decentralised arrangements, determined at a sectoral, occupational and enterprise level can ensure standards that are both fair and efficient prevail in the workplace. This is an issue we take up in the final section of our report.

7 Conclusion

The findings of this study can be simply stated:

In the first round of bargaining, under the best macro-economic conditions in a generation, agreements rarely raised employee's work standards and usually lowered them. As such this study reveals that the shift from award to statutory based enforceable rights has profound implications in sectors where workers have limited choices.

8 Implications for policy and analysis

This project has involved an exhaustive analysis of the nature and evolution of enforceable rights now available to workers governed by Federally registered collective agreements in the Australian retail and hospitality industries. This empirically rich set of findings raises six challenges for policy makers and researchers.

Challenge 1: The need to systematically evaluate Work Choices, especially new agreements it nurtures

One of the most remarkable features of the Federal Government's recent changes to labour law has been the lack of any official, systematic evaluation strategy. If the Government is to be accountable for this initiative then this deficiency needs to be overcome. A matter requiring particular attention is scrutiny of agreements. We noted at the outset of this report that to date awards and agreements have received relatively little attention by labour market researchers. Instead, most time is spent studying employers, managers and workers and the institutions affecting them, such as unions and decisions of courts and tribunals concerning particular disputes. This study has revealed that there is a huge amount of information available in awards and agreements that is rarely examined for analytical purposes. Most importantly it reveals that there are significant reductions in enforceable rights for workers in many publicly 'registered' collective agreements. This raises the obvious observation: if this is what is occurring in instruments made by groups of workers and which are on the public record, we can only wonder about what is occurring in settlements made on an individual basis and kept secret. If the Government is really interested in nurturing an evidence-based approach to policy in this area researchers must be given access to Australian Workplace Agreements for systematic analysis.

Challenge 2: The need to understand the fundamental dynamic at work: Work Choices standards, not rogue employers, have been the primary factor behind the decline in enforceable rights for retail and hospitality workers covered by Non-union Collective agreements registered Federally in 2006

Unionists commonly complain that one of the major threats they face comes from rogue employers. It is ironic that in recent months the Federal Government has expressed growing concerns about this type of employer. While they do not agree with unions as to the scale of the threat from 'the rogue element' – they have asserted that 'a few rotten apples' within the employer community are discrediting their essentially sound new labour laws. Our analysis of the first wave of *Work Choice* agreements indicates that, to use the Government's term, 'the few rotten apples' constitute about 75 percent of the crop.

Clearly all these employers cannot be rogues. Most employers are ethical, decent people who want to do the right thing by their employees. But what is 'the right thing' to do in a situation where competition from rival suppliers is intense? Markets are very unforgiving – respect and respond to their discipline or go out of business. That is one of the reasons why public authorities exist. They set the framework for markets. Most importantly they define legitimate (ie legal) standards of behaviour.

If a government lowers standards it can hardly blame ‘bad apples’ for responding to the new signals it is sending out. Market discipline means many employers will work to the legally acceptable standard.

What is particularly novel about this project is that we have shown that the dynamics at work in these industries are not the outcome of some mysterious ‘hidden hand’. The role of consultants and other intermediaries such as lawyers in propagating template agreements has been pivotal to driving standards down. Arguably our most important analytical findings can be summarised as follows. In understanding the decline of enforceable rights at work under *Work Choices* in sectors where workers have limited bargaining power the key dynamic at work appears to involve ***policy induced, consultant facilitated employer determination of collective contracts.***

This finding is about as far away as one can get from the original motivation for the shift to enterprise bargaining. It will be remembered that the original motivation for labour market ‘decentralisation’ and ‘deregulation’ was to remove ‘outside third parties’ – namely unions and tribunals – from setting wages and employment conditions. This was to allow the parties at enterprise level to tailor employment arrangements to their unique circumstances. Clearly this policy needs to be seriously reconsidered. As currently structured labour law is not primarily about agreement making. This is a second order issue. The key issue unfolding today is the reduced influence of collectively determined and publicly defined enforceable rights. To put it bluntly: *Work Choices* is removing anyone with expertise in defining and defending a broader notion of labour standards than what is simply best for the most powerful party at enterprise level. The promotion of choices in agreement making (ie AWA, Non-union Collective and Employer Greenfield) has merely given businesses in industries like retail and hospitality more options in how to get to the government’s new, lower standards. And in accessing these options third parties with little or no interest other than reducing standards in the short run have empowered to facilitate the Government’s objective of ensuring those with no bargaining power move from award to lower statutory standards. If policy makers are genuinely interested in supporting decent labour standards in sectors like those studied they need to move beyond the ‘enterprise bargaining mindset’ that has dominated thinking in this area for too long. Instead they need to deal with reality of life in market society. That reality is that if public authorities do not set decent standards there is no spontaneous force within competitive markets that will.

Challenge 3: Time to recognise the reality of patterns in the setting of labour standards.

Closely linked to the flawed assumption about the alleged ‘uniqueness’ of each business underpinning enterprise bargaining is, the deep policy hostility to pattern bargaining. By outlawing ‘pattern bargaining’ it is assumed that each ‘enterprise’ can be ‘made free’ to reach its own ‘unique’ agreement. This policy has been vigorously pursued against unions – especially those in traditional union heartlands such as the construction industry and manufacturing. Any one with any knowledge of labour markets knows a concern with patterns and fair relativities is not only a concern of unions. The setting of executive remuneration is done on the basis of comparative earning and entitlement information maintained by specialised remuneration

consultants. The same applies to the setting of wages for judges, parliamentarians and many other executive personnel. Moreover, this interest in fair relativities is not unique to labour markets. The principle of 'like cases being treated alike' is the corner stone of the common law with its deep commitment to following precedent where ever possible.

It is important to properly grasp the significance of these realities when reflecting on our findings about the importance of template agreements identified in this study. The challenge for policy is not to launch a campaign against pattern bargaining amongst employers to ensure symmetry in the treatment of them compared with unions. The only virtue of applying bad policy equally is avoiding hypocritical behaviour. In reality it simply makes labour markets less efficient and fair. The challenge is to identify how best to capture the benefits of both flexibility and coordination in the operation of labour markets. There is a growing literature on benefits of coordinated flexibility in industrial relations, labour markets and other realms of public policy⁹. It is time the Australian policy debate moved on and got out of the intellectual rut it has been stuck in for the last two decades on this point.

Challenge 4: The need for industrial relations policy to deal with real as opposed to imagined problems

One of the major assumptions underpinning *Work Choices* is that agents within the labour market cannot be trusted to act properly so the law will tell them how they can be 'free'. Pervading the legislation is a profound mistrust of all players: unions, tribunals and employers. The attack on unions and the down grading of the Australian Industrial Relations Commission is widely appreciated. What is less well understood are the limitations on employers. These are manifest in myriad ways. This is very clear, for example, in the virtual prohibition against multi-employer agreements. Even if employers, unions and the tribunals think such arrangements are a good idea, the *Act* makes such arrangements almost impossible to gain legal recognition.

The fear of increased coordination across multiple business units amongst any stakeholder in the system is misplaced. It is not 'the problem' but rather offers the basis for solving of many of the key issues holding back economic and social development today. Amongst the most widely accepted problems today are: skill shortages (as manifest in recruitment and retention problems) and dwindling supply of labour (arising from both declining birth rate and aging population). In essence these require initiatives that enable people to better blend work with education and work with caring. This is commonly achieved by people working part-time. Traditionally the retail and hospitality sectors have been staffed by many students and working carers, especially mothers. If the reduction in enforceable rights documented in this report becomes the basis for new industry norms it will become even harder for people to manage their education and care requirements. This in turn will worsen

⁹ For a good overview of this literature see Chris Briggs, 'Overview of the debate on coordinated flexibility' in John Buchanan et al, [Critique of Productivity Commission report on the Automotive Industry. See also Chris Briggs, Wages Policy in an Era of Growing Wage Inequality, Academy of Social Sciences occasional paper 2006 and John Buchanan, Chris Briggs, Ian Watson and Iain Campbell, 'Beyond Voodoo Economics'...

and not remedy our skills and labour supply problems. Concrete examples of how these problems are experienced most acutely by part time and casual workers have recently been documented in qualitative, life history studies of the impact of *Work Choices* on women in vulnerable employment situations.¹⁰ Maintenance and improvements in enforceable rights will have the opposite effect. They also have the side benefit of providing a platform for other initiatives directed at overcoming the coordination failures generating many skill shortages and a diminishing labour supply. The operation of group training companies is one such example. The development of decent working time standards that increase and not reduce labour force participation is another¹¹.

Challenge 5: The need to take the lower skilled, private services industries seriously.

It is an irony of industrial relations policy that most attention is devoted to the 'problem' sectors dominated by blue collar men. Under the Accord metal workers enjoyed a privileged policy status. Under the Coalition most attention has been devoted to employers seeking government policy support on the waterfront, in mining and the construction industry. This report has revealed, however, there are real innovations occurring in the low wage private services industries of retail and hospitality. At the risk of overstating our findings, we would nominate them as the emerging new 'IR pace setters', primarily in reducing labour standards. Retail played a key role in redefining working time standards under the first wave of enterprise bargaining in the early 1990s. Hospitality quickly followed suite. Clearly this leading role is maturing. The challenge for public policy is to reflect on what kind of retail and hospitality sectors do we want? The US low wage route to huge low wage labour market ghettos is well documented¹². Different models and approaches have been identified in Europe¹³. Choices we make today about the enforceable rights at work, especially in these industries, will have major ramifications for how our labour market evolves more generally in the future. In short, by weakening labour market standards *Work Choices* increases pressure on other areas of policy to address the major labour market problems of our time. In this way *Work Choices* is in fact part of

¹⁰ See especially Jude Elton and eleven others, *Work and Work Choices: Impacts on the Low Pay sector Summary Report*, Centre for Work + Life, University of South Australia, August 2007 available at <http://www.unisa.edu.au/hawkeinstitute/cwi/publications.as>

¹¹ For more details on these matters see John Buchanan and Justine Evesson, *Creating markets or decent jobs? Group training and the future of work*, Australian National Training Authority/ National Centre for Vocational Education Research, Adelaide, 2004 and John Buchanan and Louise Thornthwaite, *Paid Work and Parenting: Charting a new course for Australian families*, Chifley Foundation, Canberra, August, 2001. See also recent work by Barbara Pocock: *The Work Life Collision*, Federation Press, Sydney, 2003 and *The Labour Market Ate My Babies*, Federation Press, 2007

¹² See for example Barbara Ehrenreich, *Nickel and Dimed. On (Not) Getting by in America*, Henry Holt, New York, 2001 and Lawrence Mishel, Jared Bornstein and Sylvia Allegretto, *The State of Working America 2006/2007*, ILR Press (imprint of Cornell University Press) forthcoming as just two useful references in a vast and growing literature.

¹³ See early work by S J Prais, Valerie Jarvis and Karin Wagner, 'Productivity and Vocational Skills in Services in Britain and Germany: Hotels' *National Institute Economic Review*, November 1989 pp 52 - 69. For more recent, innovative analysis see Gerhard Bosch and Steffen Lehndorff (eds), *Working in the Service Society. A Tale from Different Worlds*, Routledge, London and New York, 2005.

‘the problem’ and not part of ‘the solution’ to the deepening challenges of concerning skill formation and increasing workforce participation.

Challenge 6: The importance of evidence and the need to rethink industrial relations policy objectives

In conducting this study we have gone to very special lengths to generate very detailed empirical information on what is happening to enforceable rights at work in two very important industries which have traditionally had large numbers of employees rely on awards. Given our material it is clear that there are major design flaws in *Work Choices* which expose workers governed by agreements in these industries to serious erosions of their enforceable rights at work. Clearly for the 300,000 or more employees covered by agreements settled in the first year of Work Choices this is a serious problem and will remain so for years to come. The new statutory ‘fairness test’ may remedy some problems for some employees covered by agreements settled after 7 May 2007. We have yet to see any agreement subjected to it. Even if employers paid these workers 10 – 30 percent more than was stipulated in 75 percent of the agreements studied in report - this can only ever be partial and individualised compensation. Such compensation does not prevent the longer term and more widely felt changes that will arise from the erosion of standards we have documented. The consequences are the further erosion of the ability of family and community members to share common time off together and the ability of individuals to have enforceable right concerning notification and reasonable shift lengths so necessary for ensuring decent hours of work arrangements. To put the matter bluntly: the problem with *Work Choices* is not that it has ‘gone too far’, the problem is that it has unleashed a change process that is heading in the wrong direction.

If policy is to move in a more appropriate direction it needs to grapple with the major and not secondary problems. This will only be possible if policy debates are informed more by evidence and less by ideology. The resources of generating ideas are certainly available. In the last 12 months it is conservatively estimated that the Federal Government, employers and unions have collectively spent over \$20 million dollars on advertising – primarily on television – about Industrial Relations matters. This comes at a time when the government is cutting public releases of data on agreements and has cut resources for the collection of fundamental data like surveys of workplace industrial relations.

In moving forward we need to design our policies around real and not imagined problems. The fundamental challenge is to overcome rigidities – not in the labour market – but of the intellect. The data generated for this project shows that there is much to learn from a close analysis of reality. Let us reflect on it (and generate more of it) so we can move forward together on the basis of evidence.

References

Laura Bennett, *Making Labour Law in Australia: Industrial Relations, Politics and Law*, Law Book Company, Sydney, 1994

Gerhard Bosch and Steffen Lehndorff (eds), *Working in the Service Society. A Tale from Different Worlds*, Routledge, London and New York, 2005

Chris Briggs and John Buchanan, 'Labour Market Deregulation: A Critical Assessment', *Research Paper* No 21 1999-2000, Information and Research Services, Department of Parliamentary Library, Canberra

Chris Briggs, *The Shape of Things to Come. An analysis of recent changes to Federal Industrial Law*, WRC Research Paper, December 2005.

Briggs, Chris and Buchanan, John, 'Work, Commerce and the Law: A New Australian Model?', *Australian Economic Review*, vol 38, no 2. June 2005 pp. 182 – 191

Chris Briggs, John Buchanan and Ian Watson, *Wages Policy in an Era of Deepening Wage Inequality*, Academy of the Social Sciences in Australia Policy Paper No 4, 1/2006, Canberra

John Buchanan and Justine Evesson, *Creating markets or decent jobs? Group training and the future of work*, Australian National Training Authority/ National Centre for Vocational Education Research, Adelaide, 2004

Buchanan, John, Ian Watson, Chris Briggs and Iain Campbell, 'Beyond Voodoo Economics and Backlash Social Policy: Where next for Working Life Research and Policy', *Australian Bulletin of Labour*, Vol 32 No 2, 2006: 183 - 2001

John Buchanan, Chris Briggs and Chris Wright, *A Critique of the Productivity Commission's Review of Automotive Assistance*, acirrt research report, October 2002

John Buchanan and Louise Thornthwaite, *Paid Work and Parenting: Charting a new course for Australian families*, Chifley Foundation, Canberra, August, 2001

Gillian Considine and John Buchanan, *Workplace Industrial Relations on the Eve of Work Choices: a survey of Queensland, NSW and Victorian employers*, report prepared for the Queensland Department of Employment and Industrial Relations, the NSW Office of Industrial Relations and Industrial Relations Victoria, September 2007. (available on WRC web-site)

Barbara Ehrenreich, *Nickel and Dimed. On (Not) Getting by in America*, Henry Holt, New York, 2001

Alan Fox, *Beyond Contract: Power, trust and work relations*, Faber and Faber, London, 1974

Lawrence Mishel, Jared Bornstein and Sylvia Allegretto, *The State of Working America 2006/2007*, ILR Press (imprint of Cornell University Press) forthcoming

S J Prais, Valerie Jarvis and Karin Wagner, 'Productivity and Vocational Skills in Services in Britain and Germany: Hotels' *National Institute Economic Review*, November 1989 pp 52 -69

Streeck, Wolfgang, 'Revisiting Status and Contract: Pluralism, Corporatism and Flexibility' in Wolfgang Streeck, *Social Institutions and Economic Performance. Studies of Industrial Relations in Advanced Capitalist Economies*, Sage Publications, London, 1992: 41 – 75

Gospel, Howard, *Markets, Firms and the Management of Labour in Modern Britain*, Cambridge University Press, Cambridge, 1992

Sisson, Keith, *The Management of Collective Bargaining: An International Comparison*, Blackwell, Oxford, 1987

Sisson, Keith, 'Employers and the structure of collective bargaining: Distinguishing cause and effect' in Steven Tolliday and Jonathan Zeitlin (eds) *The Power to Manage? Employers and industrial relations in comparative-historical perspective*, Routledge, London, 1991

Wright, Christopher. *The Management of Labour. A History of Australian Employers*, Oxford University Press, Melbourne, 1995.

Appendix A: List of all instruments in the study

Retail Work Choices Agreements

CAEN06653354	<i>A & J ENTERPRISE HOLDINGS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT (ECA)</i>
CAEN06290719	<i>ABACAB SUBWAY WORKPLACE AGREEMENT</i>
CAEN061284257	<i>ABERCROMBIE MANAGEMENT PTY LTD TRADING AS VIDEO EZY CROWS NEST COLLECTIVE AGREEMENT 2006</i>
CAEN06172965	<i>ADVANT INVESTMENTS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006</i>
CAEN06192907	<i>AEWG INVESTMENTS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006</i>
CAUN06957814	<i>AIRPORT RETAIL ENTERPRISES (ARE) - AIRPORT RETAIL OPERATIONS - WORKPLACE AGREEMENT 2006</i>
CAEN06237185	<i>AMMJ INTERNATIONAL PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006</i>
CAEN06236912	<i>AMMJ PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006</i>
CAEN06650403	<i>AMS TECHNOLOGIES PTY LIMITED - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011</i>
CAEGN061289834	<i>BAJA'S INVESTMENTS PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006</i>
CAEN06690274	<i>BAKERS DELIGHT HOLDINGS LTD COLLECTIVE AGREEMENT (QUEENSLAND) 2006</i>
CAEN06777036	<i>BAKERS DELIGHT HOLDINGS LTD COLLECTIVE AGREEMENT (VICTORIA) 2006</i>
CAEGN068567	<i>BARNESLEY ENTERPRISES (EMPLOYEES) PTY LTD EMPLOYER GREENFIELD AGREEMENT 2006</i>
CAEN06393250	<i>BAROCHE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006</i>
CAEN06501267	<i>BBNT RICHMOND PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006</i>
CAEGN061103973	<i>BEEHAZ PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006</i>
CAEGN061239628	<i>BENHACK PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006</i>
CAEN061109056	<i>BIAV BAKERS DELIGHT BENDIGO MARKET PLACE COLLECTIVE AGREEMENT 2006, THE</i>
CAEN061034228	<i>BIAV BAKERS DELIGHT KNOX CITY, WANTIRNA SOUTH & EASTLAND COLLECTIVE AGREEMENT 2006, THE</i>
CAEN061216943	<i>BIAV BRUMBY'S BEAUMARIS COLLECTIVE AGREEMENT 2006, THE</i>
CAEN061082744	<i>BIAV BRUMBY'S MONTMORENCY COLLECTIVE AGREEMENT 2006, THE</i>
CAEN06985465	<i>BIAV BRUMBY'S SOUTH YARRA COLLECTIVE AGREEMENT 2006</i>
CAEN061082380	<i>BIAV OVEN DOOR BAKERY COLLECTIVE AGREEMENT 2006, THE</i>
CAEGN061136564	<i>BIAV SLICED ROSEBUD GREENFIELDS AGREEMENT 2006, THE</i>
CAUN061282450	<i>BIG W STORES AGREEMENT 2006</i>
CAEN061072513	<i>BIGGLESWORTH ENTERPRISES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006</i>

CAEN061169532	BLOCKBUSTER BALLARAT, SEBASTOPOL AND WENDOUREE EMPLOYEE COLLECTIVE AGREEMENT
CAEN06833872	BRAY'S IGA EMPLOYEE COLLECTIVE AGREEMENT 2006
CAUN061250054	BUNNINGS WAREHOUSE AGREEMENT 2006
CAEGN06188799	C & M MAYER PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006
CAEN06527358	C-VIEW COFFEES PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006
CAEGN06198354	C.N.SM CLOUGHLIN PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006
CAEGN06153426	CAFÉ CIOCCOLATO PTY LIMITED EMPLOYER GREENFIELDS AGREEMENT 2006
CAEGN061280123	CAMBERWELL KOKO BLACK PTY LTD EMPLOYER GREENFIELDS AGREEMENT
CAEN061066494	CAPRI SUPERMARKET (QRTSA) EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061197690	CHRYLEM PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06610610	CIVIC VIDEO GOONELLABAH COLLECTIVE BARGAINING AGREEMENT
CAEN06886964	CLEARY & BEYOND PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEV06111241-1	COLLECTIVE AGREEMENT LUKE ' S IGA KILCOY
CAEN06173043	COLLECTIVE AGREEMENT SUBWAY AS OPERATED BY EHLERS FAMILY PTY LTD
CAEV0679001-2	COLLECTIVE AGREEMENT, LUKE'S IGA GLASSHOUSE MOUNTAINS
CAEN06327925	COUNTRY ROAD RETAIL TEAM MEMBERS ENTERPRISE AGREEMENT 2006
CAEN06595543	COURTELIS PTY LTD COLLECTIVE AGREEMENT 2006
CAEGN06788346	CROSS EMPLOYER GREENFIELDS AGREEMENT 2006
CAEGN06885183	CULTURA PTY LTD ACN 120 126 632
CAEN06693394	DARKER PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAUN06127335	DAVID JONES ENTERPRISE AGREEMENT 2006
CAEGN06902720	DELAWARE NORTH PTY LTD HUNGRY JACK'S GREENFIELDS AGREEMENT SOUTHERN CROSS STATION
CAEGN06905515	DELAWARE NORTH PTY LTD WORKPLACE AGREEMENT SOUTHERN CROSS STATION
CAEGN061131715	DIN ENTERPRISES PTY LTD GREENFIELDS AGREEMENT 2006
CAEN061003782	DONUT KING STUD PARK EMPLOYEE COLLECTIVE AGREEMENT (2006), THE
CAEGN0693730	DORSETT & TURNER PTY LIMITED EMPLOYER GREENFIELDS AGREEMENT 2006
CAEGN06972738	DOUGHMAINE PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006
CAEN06341172	DOVE HOLM PTY LTD EMPLOYEE COLLECTIVE AGREEMENT (ECA)
CAUN061030094	DRAKE FOODMARKETS RETAIL AGREEMENT 2006
CAEN06727129	DULRAIN PTY LTDEMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061214005	EATFRESH RESTAURANTS WORKPLACE AGREEMENT NOVEMBER 2006- NOVEMBER 2011

CAEN06462306	EMPLOYER COLLECTIVE WORKPLACE AGREEMENT
CAEN06259441	EMPTY JAM POTS LIMITED - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEGN061246128	ERE ENTERPRISES PTY LIMITED GREENFIELD AGREEMENT 2006
CAEN06885404	ESKIMO COURT PTY LTDEMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061231984	ESTILLORE INVESTMENTS PTY LTD WORKPLACE AGREEMENT
CAEN06173628	EZ SUBWAY PTY LTD - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN06997165	FAST & FRESH AUSTRALIA PTY LTD EMPLOYEE COLLECTIVE AGREEMENT (ECA)
CAEGN061022541	FBI FRANCHISE PTY LTD WORKPLACE AGREEMENT
CAEN061145716	FISHMONGERS' WIFE RETAIL STAFF AGREEMENT 2006
CAEN061043016	FLOUR POWER PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06179296	FOOTLONG ENTERPRISES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006-2011.
CAEGN06545051	FOREVER NEW CLOTHING PTY LTD. GREENFIELD'S AGREEMENT 2006 TO 2007
CAEN06833196	FOURRUNNERS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN061105923	FRISKY MERMAID PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006
CAEN061068288	GEARY FAMILY TRUST EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061073228	GELATISSIMO PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN0671825	GEORGE NIELSEN PTY LTD - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN06833859	GILBERT RETAIL GROUP EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061159522	GKS AUSTRALIA PTY LTDWORKPLACE AGREEMENT
CAEN06209053	GLOBALIZE VICTORIAN EMPLOYEES COLLECTIVE AGREEMENT
CAEN06568074	GRAK ENTERPRISES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN06459680	GRASON PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006
CAEN06780806	GREENLAY ENTERPRISES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06619151	GSKAT PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06687388	HAIGH'S CHOCOLATES EMPLOYEE COLLECTIVE AGREEMENT 2006-2009
CAEN06293579	HARNAT PTY LTD COLLECTIVE AGREEMENT 2006
CAEN06593710	HFV CONSULTANCIES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06569361	HGC ADMINISTRATIVE SERVICES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06925782	HILLS INDUSTRIES LTD HOME & HARDWARE PRODUCTS DIVISION HILLS CLEARANCE CENTRE (HCC) WORKPLACE AGREEMENT 2006

CAEGN0696590	HIRA PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006-2007
CAEN06918840	HOSKINGS FINANCIAL GROUP PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN061203150	HOWIE FAMILY TRUST WORKPLACE AGREEMENT
CAEN061035684	IDLE ENTERPRISES PTY LTD WORKPLACE AGREEMENT
CAEGN061010815	IGA EXPRESS - RIPPONLEA COLLECTIVE AGREEMENT (2006)
CAUN0675517	IKEA COLLECTIVE AGREEMENT 2006
CAEN061264666	IRISH AMBER PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06918697	J.A.C.K. AND ASSOCIATES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06847249	JA & CA BROOKS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06882856	JACQSEAN PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN06912496	JAREEN PTY LTD WORKPLACE AGREEMENT
CAUN061145248	JEANS GROUP LIMITED RETAIL AGREEMENT 2006
CAEN061086865	JEREMY J HARTLEY PTY LTD WORKPLACE AGREEMENT
CAEN06952510	JOELL PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06695955	JTC PATTERSON PTY LTD COLLECTIVE AGREEMENT (2006)
CAEN061010659	KAREENA ENTERPRISES PTY LTD WORKPLACE AGREEMENT
CAEN06150579	KARLS MEGA SPORTS COLLECTIVE AGREEMENT (2006)
CAEN061166620	KASA PTY LTD AGREEMENT NUMBER 1 (2006)
CAEGN06575198	KAY - KAY TRADING PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006
CAEN06752193	KAZZI GROUP - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN061220609	KHAN'S GROUP EMPLOYEE COLLECTIVE AGREEMENT 2006
CAUN06662688	KMART AUSTRALIA LTD AGREEMENT 2006.
CAUN06663390	KMART AUSTRALIA LTD GARDEN SUPERCENTRE AGREEMENT 2006
CAUN06663065	KMART AUSTRALIA LTD NORTH QUEENSLAND AGREEMENT 2006
CAEN061094457	KOKO BLACK PTY LTD COLLECTIVE AGREEMENT
CAEGN061174511	LABABAJAZ INVESTMENTS PTY LTD WORKPLACE AGREEMENT
CAEN0617420	LE MAX GROUP SUPERMARKETS WORKPLACE AGREEMENT (2006)
CAEN06216749	LENARD'S PTY LTD (NSW & QLD) EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06568295	LOUIS VUITTON AUSTRALIA WORKPLACE AGREEMENT 2006
CAEV0619903-1	LUKE'S SUPA IGA COOLUM BEACH COLLECTIVE AGREEMENT
CAEN061056354	LUXOTTICA RETAIL AUSTRALIA OPTICAL ENTERPRISE AGREEMENT 2006 TO 2009
CAEN061199783	M. & S. VENTURES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN061004419	MAJESTIC CELLARS EMPLOYER GREENFIELDS AGREEMENT
CAEN061237444	MALENY FRESH FOODS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06995020	MAMA (NSW) PTY LTD [QLD] EMPLOYEE COLLECTIVE AGREEMENT 2006

CAEN06506506	MARENT PTY LTD COLLECTIVE AGREEMENT 2006
CAEN0617498	MAXI FOODS SUPERMARKETS WORKPLACE AGREEMENT (2006)
CAEN06267345	MECCA COSMETICA ENTERPRISE AGREEMENT (NSW) 2006
CAEN061202786	MELROCCO PTY. LTD. COLLECTIVE AGREEMENT 2006
CAEN06765713	MFS PTY LTD AGREEMENT 2006-2010
CAEN0611105533	MIKKN PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06595738	MIKRIJESS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN06636922	MRS FIELDS COOKIES - KNOX EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN061029678	MRS FIELDS HIGHPOINT COLLECTIVE AGREEMENT 2006-2011
CAEN06219141	N & N TRADING PTY LTD - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN06559091	NZN FRANCHISING PTY LTD - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAUN06660322	OFFICEWORKS AGREEMENT 2006
CAUN06660413	OFFICEWORKS AWU AGREEMENT 2006
CAEN061232491	OPTIME INVESTMENTS PTY LTD WORKPLACE AGREEMENT
CAEN06672932	PIE FACE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061216137	POSATT PTY LTD EMPLOYER AGREEMENT 2006
CAEGN06635817	PP & TI PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006
CAEN06107679	PROUDS RETAIL EMPLOYEES COLLECTIVE AGREEMENT 2006
CAEN06474539	PUNCHMUNKY PTY LIMITED EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06290992	RAMTARG SUBWAY WORKPLACE AGREEMENT.
CAEN061213966	RANAZ PTY LTD WORKPLACE AGREEMENT NOVEMBER 2006 - NOVEMBER 2011
CAEN061118598	RED ROCK NOODLE BAR (OPERATIONS) PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06937937	RETAIL EXCELLENCE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN061249365	RETAIL RECRUITMENT SERVICES PTY LTD (SUBWAY) EMPLOYER GREENFIELDS AGREEMENT 2006
CAEN06904176	RHEMMATT PTY LTD EMPLOYEE COLLECTIVE AGREEMENT
CAEN061117532	RITHAR MANAGEMENT PTY LTD WORKPLACE AGREEMENT
CAEN06511238	RK & NK PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061239368	ROMER AND ROMER PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAUN061243073	SAFEWAY SUPERMARKETS (VICTORIA) ENTERPRISE AGREEMENT 2006
CAEGN06511602	SARAH KATE INVESTMENTS PTY LTD ACN 118 801 371 OPERATING AS DOMINO'S PIZZA AT HAMPTON PARK
CAUN06429533	SDA - CAMPBELLS CASH & CARRY PTY LTD - VICTORIA AGREEMENT 2006.
CAEGN069490	SEAKING SEAFOOD AUSTRALIA PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006-2007
CAEGN0696174	SEAKING SEAFOOD PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006 - 2007

CAEN06247338	SEXYLAND EMPLOYEES COLLECTIVE AGREEMENT 2006.
CAEN06327158	SIMJOSH PTY LIMITED EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06397228	SKIPTON FOODWISE COLLECTIVE AGREEMENT 2006
CAEGN06879333	SMAK HOLDINGS WORKPLACE AGREEMENT
CAEN06403780	SMYTHESDALE FOOD AND LIQUOR PTY. LTD. COLLECTIVE AGREEMENT 2006
CAEN06305981	SPARK (NSW) PTY LTD COLLECTIVE AGREEMENT 2006
CAEN061283958	SPIT ROAST SHOP PTY LIMITED - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN061056159	STACILLE PTY LTD CERTIFIED AGREEMENT 2006
CAEN06835991	SUB TRADE PTY LTD WORKPLACE AGREEMENT
CAEGN0613143	SUBMINT EMPLOYEE GREENFIELDS AGREEMENT
CAEGN06507676	SUBWAY (CRAYNE PTY LTD) AGREEMENT 2006
CAEN06962533	SUBWAY EMPLOYEE COLLECTIVE AGREEMENT
CAEN061018992	SUBWAY EMPLOYEE COLLECTIVE AGREEMENT
CAEN061102114	SUBWAY EMPLOYEE COLLECTIVE AGREEMENT
CAEN061275521	SUBWAY EMPLOYEE COLLECTIVE AGREEMENT
CAEN06891566	SUBWAY EMPLOYEE COLLECTIVE AGREEMENT
CAEN06942695	SUBWAY EMPLOYEE COLLECTIVE AGREEMENT
CAEN06891533	SUBWAY EMPLOYEE COLLECTIVE AGREEMENT
CAEGN06199290	SUBWAY MAROUBRA EMPLOYER GREENFIELDS AGREEMENT 2006-2007
CAEN06149591	SUBWAY NEUTRAL BAY EMPLOYEE COLLECTIVE AGREEMENT 2006-2009
CAEN061214018	SUBWAY PICTON WORKPLACE AGREEMENT NOVEMBER 2006 - NOVEMBER 2011
CAEGN0617303	SUBWAY VICTORIA GARDENS – GREENFIELDS AGREEMENT 2006
CAEGN061039090	SUBWAY WYONG VILLAGE PTY LTD (ABN 11 880 182 578) WORKPLACE AGREEMENT
CAEN0699827	SUMO SALAD (IMPERIAL ARCADE) PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN0699606	SUMO SALAD (LIVERPOOL STREET) PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN061011478	SUMO SALAD (MACQUARIE) EMPLOYER GREENFIELDS AGREEMENT
CAUN06392353	SUPER CHEAP GROUP WORKPLACE AGREEMENT 2006
CAUN06356304	SUPER CHEAP GROUP WORKPLACE AGREEMENT 2006
CAUN06364091	SUPER CHEAP GROUP WORKPLACE AGREEMENT 2006
CAEN06119249	TAIKEN PTY LTD COLLECTIVE AGREEMENT
CAUN06524251	TARGET COUNTRY NORTH QUEENSLAND RETAIL AGREEMENT 2006
CAUN06504725	TARGET COUNTRY RETAIL AGREEMENT 2006
CAUN06523835	TARGET NORTH QUEENSLAND RETAIL AGREEMENT 2006
CAUN06493701	TARGET RETAIL AGREEMENT 2006
CAEN061256606	THE BIAV BAKERS DELIGHT MOUNTAIN GATE COLLECTIVE AGREEMENT 2006
CAEGN06565266	THE BIAV BRUMBY'S KANGAROO FLAT GREENFIELDS AGREEMENT 2006
CAEN061152346	THE BIAV KEITH HOME MADE CAKES COLLECTIVE AGREEMENT 2006
CAEN061258309	THE BIAV METUNG BAKERY COLLECTIVE AGREEMENT 2006

CAEN06260221	THE CHEESECAKE SHOP ASHBURTON COLLECTIVE AGREEMENT 2006
CAEN06380081	THE CHEESECAKE SHOP BENDIGO COLLECTIVE AGREEMENT 2006
CAEN06309465	THE CHEESECAKE SHOP BERWICK COLLECTIVE AGREEMENT 2006
CAEN06323427	THE CHEESECAKE SHOP BORONIA COLLECTIVE AGREEMENT 2006
CAEN061055301	THE CHEESECAKE SHOP BUNDOORA COLLECTIVE AGREEMENT 2006
CAEN061231321	THE CHEESECAKE SHOP CABELLFIELD COLLECTIVE AGREEMENT 2006
CAEN06236119	THE CHEESECAKE SHOP CAULFIELD SOUTH COLLECTIVE AGREEMENT 2006
CAEN06228631	THE CHEESECAKE SHOP CRANBORNE COLLECTIVE AGREEMENT 2006
CAEN06244959	THE CHEESECAKE SHOP DONCASTER COLLECTIVE AGREEMENT 2006
CAEN06466128	THE CHEESECAKE SHOP EPPING COLLECTIVE AGREEMENT 2006
CAEN06240786	THE CHEESECAKE SHOP MELTON COLLECTIVE AGREEMENT 2006
CAEN061195961	THE CHEESECAKE SHOP SUNBURY COLLECTIVE AGREEMENT 2006
CAEGN06432913	THE DELISI PTY LTD ACN 076 189 715 OPERATING AS DOMINO'S PIZZA AT MILL PARK
CAEN061200303	THE S & M CAIRNS FAMILY TRUST EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN0615665	THE SANGA FACTORY PTY LTD GREENFIELDS AGREEMENT 2006
CAEN06830908	THE TRUSTEE FOR THE JOHNSTON FAMILY TRUST EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06315718	TINUSCA SUBWAY WORKPLACE AGREEMENT
CAEN06448123	TOP PACIFIC FOOD PTY LTD EMPLOYEE COLLECTIVE AGREEMENT
CAEN061027403	TRANSOCEAN PACIFIC INVESTMENT PTY LTD EMPLOYEE COLLECTIVE AGREEMENT
CAEGN06319826	TWG JS 349 PTY LIMITED EMPLOYER GREENFIELDS AGREEMENT 2006
CAEN061228162	TWO PINE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06718692	VIBRANT BITS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN061086787	VICTORIA BLUE PTY LTD WORKPLACE AGREEMENT
CAEN061229462	VICTORIAN VIDEO EZY COLLECTIVE AGREEMENT
CAEN061111422	VICTORIAN VIDEO EZY COLLECTIVE AGREEMENT
CAEN061105871	VICTORIAN VIDEO EZY COLLECTIVE AGREEMENT OPTION 1 FOR CUSTOMER SALES ASSISTANTS
CAEGN0629406	VIEWSTILL PTY LIMITED - EMPLOYER GREENFIELDS AGREEMENT 2006-2007.
CAEN06614393	VILLEROY & BOCH RETAIL WORKPLACE AGREEMENT 2006 TO 2009
CAEGN06163748	WALFAM PLY LTD GREEN FIELDS AGREEMENT 2006
CAEN061186016	WALLACE BISHOP GROUP COLLECTIVE WORKPLACE AGREEMENT 2006

CAEN06427271	WALSTAR PTY LTD - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN06702000	WITTNER EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN06493792	WRAPIDO TOO EMPLOYEE GREENFIELDS AGREEMENT 2006-2007
CAEN06544206	WSM INVESTMENTS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT (ECA) 2006
CAEGN06194389	YNF PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006-2007
CAEN061201954	YOGHURT PTY LTD COLLECTIVE AGREEMENT NUMBER ONE (2006), THE

Hospitality Work Choices Agreements

CAEN06359372	AUSSIE WORLD - EMPLOYER COLLECTIVE AGREEMENT 2006-2011
CAEN061214863	A.T. HOTELS (BUNDABERG) PTY LIMITED - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN0684968	ACCOR BRISBANE HOTELS AND STAFF COLLECTIVE AGREEMENT 2006
CAEGN06551148	ACQUOLINA 1 PTY LTD
CAEN061008345	ALLONVILLE MOTEL EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06342186	BATMAN'S HILL ON COLLINS EMPLOYEE COLLECTIVE AGREEMENT
CAEGN06397826	BAVARIAN BIER CAFE (O'CONNELL ST FRONT OF HOUSE) WORKPLACE AGREEMENT
CAEGN061079351	BAY 36 PTY LIMITED GREENFIELD AGREEMENT 2006
CAEN061027897	BEZIELLE PTY LTD COLLECTIVE AGREEMENT 2006
CAEN06327938	BLUE APPLE CATERING (NSW) COLLECTIVE AGREEMENT 2006
CAEN06309452	BLUE APPLE CATERING (VIC) COLLECTIVE AGREEMENT 2006
CAEN06998751	BLUE SYDNEY, A TA J HOTEL, BLUE, SYDNEY, COLLECTIVE AGREEMENT.
CAEN061283542	BO-JEAN PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06881088	BOGEYE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT
CAEN06637481	BOYDTOWN PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061280578	BRACKENRIDGE TAVERN COLLECTIVE AGREEMENT 2006
CAEN061275118	BUCKLEY'S CHANCE (SORRENTO) PTY LTD EMPLOYEE COLLECTIVE AGREEMENT
CAEN06778674	BUDGRAY PTY LTD (T/A MANGO JAM CAFÉ) EMPLOYEE COLLECTIVE AGREEMENT
CAEN061265849	BURVOST PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06625287	BURWOOD RSL CLUB CERTIFIED AGREEMENT JULY 2006
CAEN061160302	CADALAX PTY LTD COLLECTIVE AGREEMENT 2006
CAEN06822692	CAFE ROUGE COLLECTIVE AGREEMENT 2006
CAEN061254500	CAFE ST TROPEZ COLLECTIVE AGREEMENT 2006
CAEGN06390546	CLUB BURWOOD CERTIFIED AGREEMENT JULY 2006

CAUN06512551	CMLG HOTELS AGREEMENT 2006
CAEN061254721	COAST ROAST COFFEE COLLECTIVE AGREEMENT 2006
CAEV061219127-1	COFFEE CLUB ASCOT COLLECTIVE AGREEMENT 2006
CAEN06969345	COFFEE CLUB MORAYFIELD COLLECTIVE AGREEMENT 2006
CAEGN06107770	COOLABAH TREE CAFE (VICTORIA EMPLOYER GREENFIELDS AGREEMENT 2006
CAEN061195064	COWBOYS LEAGUES CLUB WORKPLACE AGREEMENT
CAEN06247143	CROSS KING AT KING'S CROSS EMPLOYEES' COLLECTIVE AGREEMENT 2006
CAUN06413153	CROWN - A WORLD OF ENTERTAINMENT ENTERPRISE AGREEMENT 2006
CAEN06660296	CROWN HOTEL MOTEL PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006.
CAEN06525538	CUSTOMS HOUSE CAFE PTY LTD (TRADING AS CAFE SYDNEY) COLLECTIVE AGREEMENT 2006-2009
CAEGN06794196	DELAWARE NORTH PTY LTD WORKPLACE AGREEMENT SOUTHERN CROSS STATION
CAEGN061038999	DICEY'S GLADSTONE PTY LTD EMPLOYER GREENFIELDS AGREEMENT 2006.
CAEN06292851	DRINX PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061067287	EARTH - N' - SEA PIZZA COOLANGATTA COLLECTIVE AGREEMENT 2006
CAEN06362128	EMPIRE & FAMILY - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEN06292123	FRASER ISLAND PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06531323	FRESHWATER FAIR PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06727857	GAMONE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06668330	GEE CEE'S CAFE BAR EMPLOYEE COLLECTIVE AGREEMENT JULY 2006
CAEN061011868	GRAVANIS NOMINEES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN0646943	GREEN PAPAYA COLLECTIVE AGREEMENT 2006 -2009
CAEGN066513	HOGS BREATH CAFE BALLARAT - EMPLOYER GREENFIELDS AGREEMENT 2006-2007
CAEN06179257	HOGS BREATH CAFE CHADSTONE - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEGN06319059	HOOTERS RESTAURANTS AUSTRALIA WINGS-AUS PARRAMATTA PTY LTD 'GREENFIELDS AGREEMENT'
CAEGN0671474	HOTEL IBIS TOWNSVILLE COLLECTIVE AGREEMENT 2006
CAEN06419627	HQ HOTELS PTY LTD COLLECTIVE AGREEMENT 2006
CAEN06901953	INLAND CAFE COLLECTIVE WORKPLACE AGREEMENT, THE
CAEN06226408	ISEAX PTY LTD AGREEMENT
CAEN061277068	JAPJI PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAUN06171171	KEDRON-WAVELL SERVICES CLUB INC.- CERTIFIED AGREEMENT 2006.
CAEN061041001	KEPPEL BAY SAILING CLUB INC. COLLECTIVE AGREEMENT, THE

CAEN06662961	KURRAWA BISTRO PTY LTD COLLECTIVE AGREEMENT 2006
CAEN061174160	LA PORCHETTA TOOWOOMBA ENTERPRISE AGREEMENT 2006
CAEN06308061	LAKESEA PARK PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061121367	LAUNDY (EXHIBITION) PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06363285	LHG NORTH AND CENTRAL QUEENSLAND AGREEMENT 2006
CAEN06418730	LIDO WOODFIRED DECADENCE 2006 COLLECTIVE AGREEMENT 2006
CAEGN06527748	MAMACINO (ROSE BAY) PTY LIMITED - EMPLOYER GREENFIELDS AGREEMENT 2006-2007
CAEN06832689	MANSIONS SERVICES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061094275	MARCO'S RESTAURANT EMPLOYEE COLLECTIVE AGREEMENT
CAUN06783393	MOONEE VALLEY RACING CLUB/LHMU AGREEMENT 2006
CAEN06950937	NISSI HOLDINGS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06246753	NOMADS MAZE BACKPACKERS EMPLOYEES' COLLECTIVE AGREEMENT 2006
CAEN06192218	NORTHERN MANAGEMENT HOSPITALITY EMPLOYEE'S COLLECTIVE AGREEMENT 2006
CAEN061149772	OCEAN BEACH HOTEL SHELLHARBOUR EMPLOYEE COLLECTIVE AGREEMENT 2006
CAUN061131832	OFF SHORE ISLAND RESORTS – (GREAT! KEPPEL ISLAND) UNION COLLECTIVE AGREEMENT (OSIRCA) 2006.
CAUN061130987	OFF SHORE ISLAND RESORTS – (LONG ISLAND RESORT) UNION COLLECTIVE AGREEMENT (OSIRCA) 2006.
CAUN061131572	OFFSHORE ISLAND RESORTS – (CLUB MED LINDEMAN ISLAND) UNION COLLECTIVE AGREEMENT (OSIRCA) 2006
CAEN06284843	OXFORD HOTEL SERVICES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06241657	PEAKCOVE PTY LIMITED EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06366392	RASVAS HOLDINGS - EMPLOYEE COLLECTIVE AGREEMENT 2006-2011.
CAEN06670046	ROBYN MARTIN EVENTS PTY LTD COLLECTIVE AGREEMENT 2006
CAEN06284986	ROYAL HOTEL SERVICES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06542529	RUE DE PARIS COLLECTIVE AGREEMENT 2006
CAEN06842309	RUSTY DOG CAFE AND WINE BAR CERTIFIED AGREEMENT 2006-2011
CAEN06668408	S & L STILIANOS FAMILY TRUST – INNAMON PTY LTD (T/A CAFÉ MONDIAL)
CAEN061145469	SALSA BAR & GRILL COLLECTIVE AGREEMENT 2006
CAEN06646360	SCRATCHLEYS RESTAURANT EMPLOYEE COLLECTIVE WORKPLACE AGREEMENT
CAEN06642304	SHAMROCK HOTEL COLLECTIVE AGREEMENT 2006 – 2008
CAEN06388947	SHAWSPORTZ LTD- EMPLOYEES OF SHAWSPORTZ LTD CERTIFIED AGREEMENT 2006, THE

CAUN06156858	SOFITEL BRISBANE & LHMU – COLLECTIVE AGREEMENT
CAEN06702962	SPIRIT HOUSE COLLECTIVE AGREEMENT 2006
CAUN06967655	STAR CITY ENTERPRISE AGREEMENT 2006
CAUN06249587	STARCO MANAGEMENT PTY LTD CERTIFIED AGREEMENT 2006
CAUN06481832	SUNLEISURE OPERATIONS PTY LTD COLLECTIVE AGREEMENT 2006 - 2009
CAEGN06659503	SWELL TAVERN COLLECTIVE AGREEMENT 2006
CAEN061255956	SWISSOTEL SYDNEY EMPLOYEE COLLECTIVE AGREEMENT 2006-2011
CAEGN06808457	TGB AUSTRALIA PTY LIMITED - EMPLOYER GREENFIELDS AGREEMENT 2006-2007
CAEN061145261	THE ANGEL CAFE COLLECTIVE AGREEMENT 2006
CAEN061067365	THE COFFEE CLUB COOLANGATTA COLLECTIVE AGREEMENT 2006
CAEN06395889	THE OFF SHORE ISLAND RESORT (HAYMAN GREAT BARRIER REEF) COLLECTIVE WORKPLACE AGREEMENT 2006
CAEN06542308	THE SAMSON FAMILY TRUST - LOMOND PTY LTD TRADING AS TISANE TEA ROOM
CAEN061110863	TINLAUN PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAUN06622401	TJAPUKAI ABORIGINAL CULTURAL PARK-GUDJI GURI (EMPLOYEE COLLECTIVE AGREEMENT) 2006
CAEGN06824616	TOWERS OF CHEVRON RENAISSANCE MANAGED BY ACCOR COLLECTIVE AGREEMENT 2006
CAEN06842920	TPT HOLDINGS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06200265	TRINITY HOTEL (MANAGEMENT) PTY LIMITED EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06608218	TROPICAL RECOVERY PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06787280	TRUSTEE FOR HALFMOON UNIT TRUST EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEGN06620555	TRUSTEE FOR THE BALLARAT PUB TRUST EMPLOYER GREENFIELDS AGREEMENT 2006 , THE
CAEN061199835	UNGER CATERING SERVICES (AUST) PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN061260844	VAN WEST HOLDINGS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06200954	VEGAS HOTEL SERVICES PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2006
CAEN06949013	WENTWORTHVILLE LEAGUES CLUB GROUP EMPLOYEES LEAVE REDEMPTION AGREEMENT 2006
CAEN06882193	WERRIBEE PARK RECEPTION CENTRE EMPLOYEE COLLECTIVE AGREEMENT 2006 -2008
CAEN06303888	WYNNUM POINT HOTEL COLLECTIVE AGREEMENT 2006 - 2009
CAEN06552227	YORKEYS KNOB BOATING CLUB INC - COLLECTIVE AGREEMENT 2006

Retail Pre-Work Choices Instruments

AG816694	<i>WALLACE BISHOP JEWELLERS CERTIFIED AGREEMENT</i>
AG818439	<i>TARGET COUNTRY RETAIL AGREEMENT 2002</i>
AG820464	<i>BAKERS DELIGHT CERTIFIED AGREEMENT (QLD) 2002, THE</i>
AG821040	<i>IKEA CERTIFIED AGREEMENT 2002</i>
AG821298	<i>DAVID JONES ENTERPRISE AGREEMENT 2002</i>
AG821299	<i>TARGET RETAIL AGREEMENT 2003</i>
AG823345	<i>AIRPORT RETAIL ENTERPRISES (ARE) - AIRPORT RETAIL OPERATIONS CERTIFIED AGREEMENT 2003</i>
AG825117	<i>MECCA COSMETICA ENTERPRISE AGREEMENT 2003</i>
AG826388	<i>COUNTRY ROAD - RETAIL TEAM MEMBERS ENTERPRISE AGREEMENT 2003</i>
AG826401	<i>MIKRIJESS PTY LTD - CERTIFIED AGREEMENT 2003-2006.</i>
AG826807	<i>MJ KAZZI PTY LTD - CERTIFIED AGREEMENT 2003 - 2006</i>
AG826998	<i>AMS TECHNOLOGIES PTY LTD - CERTIFIED AGREEMENT 2003-2006</i>
AG827309	<i>VILLEROY & BOCH RETAIL CERTIFIED AGREEMENT 2003</i>
AG827715	<i>VIDEO EZY CROWS NEST CERTIFIED AGREEMENT 2003</i>
AG830463	<i>SDA AND THE JUST JEANS GROUP LIMITED RETAIL AGREEMENT 2003</i>
AG831444	<i>SUPER CHEAP AUTO CERTIFIED AGREEMENT 2003</i>
AG831644	<i>BUNNINGS WAREHOUSE ENTERPRISE AGREEMENT 2003</i>
AG831757	<i>OPSM GROUP AGREEMENT 2004, THE</i>
AG832032	<i>HAIGH'S CHOCOLATES (SOUTH AUSTRALIA AND VICTORIA) CERTIFIED AGREEMENT 2003</i>
AG833835	<i>SAFEWAY SUPERMARKETS (VICTORIA) ENTERPRISE AGREEMENT 2003</i>
AG833876	<i>BIG W CERTIFIED AGREEMENT 2003</i>
AG833976	<i>WITTNER SHOES CERTIFIED AGREEMENT 2003</i>
AG834973	<i>BLOCKBUSTER CUSTOMER SERVICE REPRESENTATIVES [VICTORIA] CERTIFIED AGREEMENT</i>
AG835335	<i>KMART AUSTRALIA LTD AGREEMENT 2004</i>
AG835336	<i>KMART AUSTRALIA LTD GARDEN SUPERCENTRE AGREEMENT 2004</i>
AG837246	<i>HILLS INDUSTRIES LIMITED - HILLS CLEARANCE CENTRES 2004 AGREEMENT</i>
AG837586	<i>HIRA PTY LTD - CERTIFIED AGREEMENT 2004-2007</i>
AG837595	<i>RAMATARG PTY LTD CERTIFIED AGREEMENT 2004</i>
AG837596	<i>TINUSCA PTY LTD CERTIFIED AGREEMENT 2004</i>
AG837597	<i>ABACAB PTY LTD CERTIFIED AGREEMENT 2004</i>
AG838138	<i>DRAKE FOODMARKETS RETAIL AGREEMENT 2004</i>
AG838439	<i>EMPTY JAM POTS PTY LTD - CERTIFIED AGREEMENT 2004-2007</i>
AG838597	<i>BAKERS DELIGHT HOLDINGS LTD CERTIFIED AGREEMENT 2004 VICTORIA</i>
AG843599	<i>GRILL'D CERTIFIED AGREEMENT 2005</i>

CA 99 OF 2003 (QLD)	TARGET NORTH QUEENSLAND RETAIL CERTIFIED AGREEMENT 2003
CA 892 OF 2003 (QLD)	OFFICEWORKS AWU AGREEMENT 2003
CA 497 OF 2004 (QLD)	K MART AUSTRALIA LTD NORTH QUEENSLAND AGREEMENT 2004 - CERTIFIED AGREEMENT
AW792620	PASTRYCOOKS (VICTORIA) AWARD 1999
AW806313	NATIONAL FAST FOOD RETAIL AWARD 2000
AW817698	OFFICEWORKS SUPERSTORES PTY. LTD. AWARD 2000
AW818850	SDA HUNGRY JACK'S VICTORIA AWARD 2002
C0104 OF 2001 (NSW)	SHOP EMPLOYEES (STATE) AWARD
Award 7 OF 2002 (QLD)	RETAIL TAKE-AWAY FOOD AWARD - SOUTH-EASTERN DIVISION 2003
Award 95 OF 2002 (QLD)	FAST FOOD INDUSTRY AWARD - SOUTH EASTERN DIVISION 2003
Award 196 OF 2002 (QLD)	FAST FOOD INDUSTRY AWARD - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2003
Award 8 OF 2004 (QLD)	RETAIL INDUSTRY INTERIM AWARD - STATE

Hospitality Pre- Work Choices Instruments

AG817719	ACCOR BRISBANE HOTELS AND STAFF AGREEMENT 2002
AG819495	GREEN PAPAYA CERTIFIED AGREEMENT 2002
AG820477	AUSSIE WORLD EMPLOYEE'S CERTIFIED AGREEMENT 2002 - 2005
AG823202	CROWN LIMITED (MELBOURNE CASINO COMPLEX) ENTERPRISE AGREEMENT 2003
AG826974	LIQUORLAND HOTELS AGREEMENT 2003
AG828123	SHERATON BRISBANE HOTEL AND TOWERS - LHMU EMPLOYEE RELATIONS AGREEMENT, 2003
AG837758	STAR CITY ENTERPRISE AGREEMENT 2004
AG841055	MOONEE VALLEY RACING CLUB/LHMU AGREEMENT 2005
AG843353	HEDLEY LIQUOR GROUP - CERTIFIED AGREEMENT 2005
AGN1026	NORTHERN MANAGEMENT EMPLOYEES CERTIFIED AGREEMENT 1999
CA 195 OF 2002 (QLD)	SHAW SPORTZ CLUB - LHMU - CERTIFIED AGREEMENT
CA 272 OF 2003 (QLD)	STARCO MANAGEMENT PTY LTD CERTIFIED AGREEMENT 2003
CA 93 OF 2004 (QLD)	KEDRON-WAVELL SERVICES CLUB INC. - LHMU CERTIFIED AGREEMENT 2004
CA 262 OF 2005 (QLD)	TJAPUKAI ABORIGINAL CULTURAL PARK - GUDJI GURI - CERTIFIED AGREEMENT
AW772681	CATERING - VICTORIA - AWARD 1998
AW783479	HOSPITALITY INDUSTRY - ACCOMMODATION, HOTELS, RESORTS AND GAMING AWARD 1998, THE
AW787213	LIQUOR AND ACCOMMODATION INDUSTRY - RESTAURANTS - VICTORIA - AWARD 1998
B9292 OF 2001	RESTAURANTS, &C., EMPLOYEES (STATE) AWARD
C0161 OF 2001	CATERERS EMPLOYEES (STATE) AWARD (090) SERIAL C0161

C0395 OF 2001	<i>MOTELS, ACCOMMODATION AND RESORTS (STATE) AWARD / SERIAL C0395 / MOTELS, ACCOMMODATION AND RESORTS / (STATE) AWARD (NSW)</i>
C2917 OF 2004	<i>CLUB EMPLOYEES (STATE) AWARD (140) SERIAL C2917</i>
Award 5 OF 2002 (QLD)	<i>HOSPITALITY INDUSTRY - RESTAURANT, CATERING AND ALLIED ESTABLISHMENTS AWARD - SOUTH-EASTERN DIVISION 2002</i>
Award 10 OF 2002 (QLD)	<i>CLUBS ETC. EMPLOYEES' AWARD - SOUTH EAST QUEENSLAND 2003</i>
Award 31 OF 2002 (QLD)	<i>CAFE RESTAURANT AND CATERING AWARD - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2003</i>
Award 171 OF 2002 (QLD)	<i>CLUB EMPLOYEES' AWARD - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2003</i>
Award 184 OF 2002 (QLD)	<i>HOTELS, RESORTS AND CERTAIN OTHER LICENSED PREMISES AWARD - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2003</i>
Award 286 OF 2005 (QLD)	<i>OFF-SHORE ISLAND RESORTS AWARD - STATE 2005</i>

Source: OLAA, 2007