CHAPTER ONE

INTRODUCTION

Since the late 1980's, the Australian system of industrial relations has been gradually changing from one based on a highly centralised model to one which places a focus on the workplace. The traditional approach emphasising arbitrated decisions by central tribunals in order to achieve uniform wage increases without any consideration given to productivity, is being replaced by the practice of negotiation at the enterprise level. In pursuit of improving the efficiency and productivity of the workplace, legislative reforms have occurred at both Federal and State levels which present opportunities for individual enterprises to negotiate agreements defining terms and conditions which are considered to be most appropriate for their circumstances. In Western Australia, the single enterprise agreement is one such arrangement.

The reform of industrial relations has occurred concurrently with the widespread restructuring of education systems throughout many countries, including that of Australia. Restructuring can be loosely defined as the "comprehensive, strategic reworking of schools and schooling, making a more purpose built education system" (Hughes, 1991, p.51). It is against this background that the new approach to industrial relations may provide the potential for education systems and individual schools to re-examine conventional ideas about the nature of teachers' work and conditions. In particular, opportunities could be created not only for the rethinking of substantive issues such as the career structure of teaching, professional development, and teacher evaluation, but also for enabling teachers to contribute to the shaping of related policy through more participatory frameworks in schools.

In Western Australia, where the education system can be divided broadly into government and non-government sectors, it is the latter sector which has made most progress towards embracing the notion of enterprise bargaining. However, if enterprise bargaining is to eventuate in an educational community which is positively disposed towards improving the quality of teaching and learning, it is vital that the process be undertaken in a manner that is sensitive to the needs and perceptions of the various stakeholders. Unfortunately, in regard to enterprise bargaining there is very little existing research within the education context in general, or within the Australian education context in particular. It is another matter again, of course, as to whether or not improvements in the quality of teaching and learning will actually take place if enterprise bargaining agreements are negotiated. Indeed, the evolutionary nature of the change that is happening in the education sector necessitates that it will be some time before studies can be undertaken which will be illuminating in this respect.

The potential of enterprise bargaining to present schools with the opportunity to reshape the nature of teachers' work and conditions, coupled with the paucity of knowledge that currently exists amongst the educational community about the process of enterprise bargaining in schools, invites the development of a research agenda which seeks to enhance an understanding of the phenomenon. This contention assumes greater import when it is considered that the efficacy of the response that is made throughout the education service as a whole to the new landscape of industrial relations could be largely contingent upon the ability of stakeholders to understand the process involved in workplace bargaining, thus engendering a confidence in procedures and requirements.

A contribution to the proposed research agenda is made by the study reported in this dissertation which addresses the question of how, in an attempt to reach an enterprise agreement for its teaching staff, the process of enterprise bargaining was dealt with in a Western Australian independent school? This first chapter provides the foundation of the study. It begins by briefly explaining the purpose of the study. Secondly the relevant policy context is established. Thirdly, a justification for the study is provided. Fourthly, the main focus of the study is introduced along with an outline of its theoretical underpinnings. Finally, the research methods of the study are briefly considered.

THE PURPOSE OF THE STUDY

The research reported in this dissertation arose from the process of enterprise bargaining which was undertaken in one Western Australian independent school. It deals with the period from the beginning of the bargaining process in 1993 to its conclusion in 1995. In the first part of 1995, non-government schools' enterprise agreements registered with the Western Australian Industrial Commission were of two types. The first type refers to the collective enterprise agreement framed by the Western Australian Catholic Schools' sector. The second type refers to the single enterprise agreement which all other independent schools elected to pursue. All the enterprise agreements pertaining to the non-government schools' sector which were registered with the Western Australian Industrial Commission in the first part of 1995, were applicable for one year, apart from one which applied for two years and two months (Independent Review, 1995, p.5). The particular school selected for this study was the one to which the latter agreement applied. Its selection was made by virtue of the uniqueness of its enterprise agreement or on the grounds of "unique or rare attributes in a population" (Goetz and LeCompte, 1984, p.82).

The focus of the research is on how a school 'dealt' with the process of enterprise bargaining. The adoption of such a focus is consistent with the symbolic interaction tradition of social theory. Symbolic interaction was deemed most appropriate for this research because of its capacity to provide sufficient scope for understanding the phenomenon in all its complexity. Qualitative research techniques, which are applicable to studies formulated in the symbolic interaction tradition, were selected for the collection of data, especially the use of interviews and the examination of documents. Modes of analysis derived from grounded theory were chosen as they are also consistent with the symbolic interaction tradition and present a systematic framework for the construction of theory from the empirical world.

THE POLICY CONTEXT

The following section of this introductory chapter is concerned with the policy context to the study. First, the international background to restructuring in education is considered. Secondly, there is an outline of the focus that has been placed on teachers and teaching within restructuring. Thirdly, the attempts that have been made to restructure teaching in Australia are detailed. Finally, there is a description of the recent introduction of provisions for enterprise-based negotiations.

Restructuring in Education: the International Background

The reasons for the impetus to restructure educational institutions are diffuse and complicated. Dimmock and O'Donoghue (1997, pp.7-8) state that there are at least five reasons for the emergence of restructuring in education. First, restructuring has emerged from the dissatisfaction of public opinion with standards and achievements in education. Consequently, politicians have found it expedient to advocate better schools commensurate with the needs and

expectations of the public. Secondly, restructuring has also evolved from the belief that schools are likely to be more efficient if they operate according to site-based management. This belief involves a rejection of conventional centralised budgeting with relatively uniform resource allocation. Instead, it is proposed that lump sums should be allocated to schools which have community involvement in decision-making. This form of funding, it is claimed, will promote diversity within and amongst schools and provide greater choice for parents.

A third reason for restructuring stems from the perception of schools as organisations catering for diverse student needs. The argument is that schools should provide specialised teaching and learning as well as a wide range of cognitive and affective skills for their students. It is claimed that the appropriate structure for this kind of provision is most likely to be achieved in a decentralised education system.

A fourth case for restructuring has been underpinned by school effectiveness studies. These studies have concluded that effective schools tend to be those where there is autonomy in determining matters of academic performance (Purkey and Smith, 1985). Finally, restructuring has been propelled by the pursuit of enhanced teacher professionalism and empowerment. To this end, it is advocated that schools need to be made better places within which teachers can work and learn, and also places where they will be able to exercise greater professional discretion.

The five major reasons for restructuring are also underpinned by a number of other forces. Whilst these are interrelated, economic considerations clearly constitute one such force. There is nothing new, of course, about attempts to align education with the needs of the economy. What is noteworthy, however, is that the disruption to economic growth during the 1970's led to a challenge to

the assumption that expanding the provision of education was sufficient for facilitating economic growth. The resulting trend in the latter 1980's was the rehabilitation of 'human capital' theory which had previously been dominant in the post-war era (Down, 1994, p.55).

Human capital theorists assert the necessity of a close relationship between schooling and work on the assumption that knowledge and skills acquired at school will be transferable to the workplace (Down, 1994, p.56). According to this perspective, it is feared that the present nexus between the educational system and workforce needs is weakening as society evolves from an industrial economy to the knowledge economy of the twenty first century. Within an industrial context, the school could be viewed as representing an assembly line, with an emphasis on equipping its pupils to fit into the emerging political order. This contrasts with the post-industrial era, which is characterised by a domination of service and information industries demanding the acquisition of higher order thinking skills (Wirt, 1991, pp.35-36).

The economic forces underpinning recent educational policy are also manifested in fears that unless schools are reformed, countries will lose their competitive edge within the world economy. Although the circumstances behind the so-called 'Sputnik crisis' in the late 1950's are no longer applicable, arguments equivalent to those circulating at the time have been asserted in response to comparisons of countries' educational attainment (OECD, 1989, p.21). In particular, anxiety is generated by the competition of immediate rivals amongst the highly industrialised Western countries and the rapidly emerging competitors in Latin America and South East Asia. In the latter category, it has been demonstrated that students are performing at least as well as their counterparts in industrialised countries in spite of the disadvantages that have to be encountered (OECD, 1989, p.22).

The economic forces behind the restructuring of education have been endorsed by the political climate of the last ten years. The ideological commitment to privatisation amongst Western governments has led to a questioning of previously held assumptions about the role of education in a new quest for efficiency and accountability. Thus, schools have been increasingly expected both to compete for 'customers' by means of formal reporting of outcomes and to adopt procedures of management more usually associated with private companies (Chitty, 1989; Beare, 1991; Lawton, 1992).

To recap on this section, making sense of the plethora of restructuring activity which has occurred at the international level is no easy task. Nevertheless, Harman (1991) claims that, at least in OECD countries, it is possible to identify broad directions in which the restructuring efforts are heading:

> Restructuring efforts appear to be part of an attempt to make the management of education more efficient, more accountable, and more responsive to government policies, to introduce corporate management approaches from the business sector, to devolve responsibility to regions and schools, and to place much greater emphasis on educational outputs. (p.3)

He concludes by saying that the market metaphor has been increasingly adopted. This metaphor embraces the notion of education as a service to be delivered or as a commodity to be purchased, as opposed to the more traditional ways by which education was viewed as a 'public good'. It has been demonstrated that this notion, in turn, is driven to a significant extent by economic considerations. At the same time, however, it should be recognised that it would be misleading to argue that economic forces, no matter how great, are the only ones underpinning current restructuring. This is now clearly illustrated in the following brief account of the focus on teachers and teaching in the contemporary restructuring of education.

The Focus on Teachers and Teaching

One continuous strand which it is possible to distinguish within the current restructuring debate is the focus on the teacher and teaching. Furthermore, this strand within the restructuring phenomenon appears to be strengthening (Reyes, 1990; Hughes, 1991). A consideration of the international policy context demonstrates the increasing emphasis on teaching as a critical characteristic of educational change. In the United States, A Nation at Risk: The Imperative for Educational Reform (National Commission on Excellence in Education, 1983), was the outcome of a task force established by President Reagan which sought to examine the reasons why education was in a perceived state of crisis. The report focused on problems in American schools rather than on defining solutions or possible cures. Most notably, teachers were regarded as one of the problems (Maeroff, 1988, p.viii). There was a recognition that if teaching was to compete for young people with other professional occupations, the conditions of teachers' work needed to be made more attractive (Elmore, 1990, p.2). The reform of teaching was given further emphasis in the United States by two further reports in the mid-eighties: Teachers for the 21 Century (Carnegie Foundation, 1986), and Tomorrow's Teachers (Holmes Group, 1986). Both reports recommended that teachers should be enabled to diversify their roles in order to provide more opportunity to influence their own practice (Maeroff, 1988, p.x; Crowther and Gaffney, 1993, p.40).

The concern with teachers and teaching has also been in evidence in England and Wales. The White Paper entitled Teaching Quality (Department of Education and Science, 1983) recognised the primacy of teachers in promoting the quality of education and proposed new criteria for their initial training. In the document Better Schools (Department of Education and Science, 1985), in-service training was considered to be a crucial means by which teaching quality could be achieved.

The publication of the paper, Schools and Quality: An International Report (OECD 1989), by the Organisation for Economic Cooperation and Development, reflected the broader international concern with the nature of teaching. In response to the uneasiness expressed by OECD member countries about the issue, the report presented a policy framework for achieving a teaching force which is well qualified, highly motivated, and is characterised by good morale. Again, attention was drawn to the importance of ensuring that initial courses provide a better basis for training. There was also an emphasis on the need to improve conditions of service by means of a combination of professional development and an enhanced career structure.

This brief review of developments that have occurred in connection with teachers and teaching under the aegis of restructuring, indicates the nature and scope of the related issues. These issues have been well summarised by Williamson (1994, p.137) in his statement that, "in essence there is concern with the status, competence, motivation, and effectiveness of teachers". Australia is no exception to this general trend. The emphasis that has been placed on teachers and teaching by educational restructuring in the Australian context will now be outlined.

The Australian Context

In Australia, major significance has been placed on the central role of teaching in the restructuring of education. This was given prominent attention in 1988 with the release of the policy document, Strengthening Australia's Schools, (Dawkins, 1988) by the then Commonwealth Minister of Employment, Education, and Training, John Dawkins. The document represented an invitation to the educational community to examine ways in which the initial and ongoing training of teachers could be improved in order to meet rapidly changing demands.

In this context, it is helpful to distinguish between what may be described as the 'professional front' and the 'industrial front' of the attempts to enhance teacher quality (Crowther and Gaffney, 1993, p.40). The professional front represented the discussion that was taking place at the time regarding the perceived problems of teaching as a profession. At this level, the National Board of Employment, Education, and Training documents such as, Teacher Quality: An Issues Paper (Schools Council, 1989), and Australia's Teachers - an Agenda for the Next Decade (Schools Council, 1990), articulated the concerns which had surfaced during the 1980's about teaching as an occupation.

The reports commented on the widespread view that the morale and standing of the teaching profession were declining. This development was attributed to the quality of entrants, the lack of attractiveness of teaching as a career, the work life and practice of teachers, and the inadequacy of existing mechanisms for recognising and rewarding the quality of teaching in terms of career paths and status (Ingvarson, 1994, p.161). However, it was the Federal government's quest to improve efficiency and productivity at the workplace or the 'industrial front' which resulted in reform policy in connection with teachers and teaching being defined. This has occurred, in particular, under the aegis of award restructuring.

Traditionally, teachers' terms and conditions have been set out according to an industrial award which is issued by an industrial tribunal and applies to all employees within a particular sector of the education system. An award is also binding on all employers and is legally enforceable. Negotiations dealing with award claims are conducted between the relevant union and the employer. If no agreement can be reached between the parties the case is put before the industrial tribunal for conciliation and arbitration. As Angus (1991, p.78) has observed, according to this arrangement teachers expected that salary increases

would be linked to rises in the cost of living and that relativities with other occupations would be observed.

Concomitant with the Federal Labor government's commitment to micro-economic change, the concept of award restructuring was introduced as a means of improving productivity by upgrading the skills of the Australian work force as a whole. Bluer and Carmichael (1991, p.24), have identified the two central elements of award restructuring as "an improvement in wages for the work force in the context of skills formation efforts which, in most cases, will require reorganisation of the workplace and the production process itself". The basis for award restructuring was articulated by the National Wage Case decision of 1988 when the Industrial Commission adopted the 'structural efficiency principle'. As Bluer and Carmichael (1991, p.24) assert, the structural efficiency principle is, in itself, a demonstration of a new imperative which is now driving education efforts in Australia. In other words, education in this country is predicated to an increasing extent on the need to develop a society which has a highly competent work force responsive to the demands made by changing patterns of work, and the need for Australia to be economically competitive in the international market. In the case of schools, this involves improving the skills of their major resource, teachers, and providing them with a better work environment. The progress that has been achieved towards this goal is now examined.

Award Restructuring and the Response of the Education Sector

When award restructuring within the Australian education sector was considered initially, it was viewed as having the potential to make a powerful impact on the way in which school systems would implement educational reform (Angus, 1991, p.81). It was specifically viewed as having the potential to make an impact on the nature of teachers' work, especially as the education

'industry' was given priority in the award restructuring process (Ashenden, 1990, p.66). Indeed, on the premise that teachers were being under-utilised, the Australian Council of Trade Unions (ACTU) was able to propose to the Federal jurisdiction, namely, the Industrial Relations Commission, a number of changes to teachers' conditions of employment in the interests of furthering the structural efficiency principle. These changes consisted of improved salaries, a simplified salary and classification structure, more commitment by employers to professional development, and the introduction of the new category of Advanced Skills Teacher (Ashenden, 1990).

Durbridge (1991) has provided a succinct summary of how these proposals have been addressed by means of award restructuring. First, in January 1989, a national benchmark rate was established which asserted that teachers' work and qualifications were substantially the same throughout Australia and so, therefore, should be salaries. Secondly, in 1990, the Federal Industrial Relations Commission ratified the introduction of the Advanced Skills Teacher classification (AST). The award was silent on what exactly constitutes an advanced skills teacher, but it was intended that the classification should be a recognition of exemplary teaching and provide a new classroom-based career structure which would progress from level one to level three. Hence, the concept was very much a product of the rationale behind award restructuring as a whole. This rationale argued for a granting of improvements in wages in the context of skills' formation efforts, recognising that it would require reorganisation of the workplace and the production process itself (Bluer and Carmichael, 1991).

It is not without good reason that the AST initiative has been described as "the jewel in the award restructuring crown" (Chadbourne and Ingvarson, 1991, p.3) because of its potential to make a significant contribution to the reforming of teachers' work. Nevertheless, it is well documented that since its inception the

implementation of the AST classification has been fraught with difficulty and there is now some doubt as to whether it will be able to fulfil its original promise (Chadbourne and Ingvarson, 1991; Crowther and Gaffney, 1993; Ingvarson, 1994). Early in 1991, the Federal government also initiated a National Project on the Quality of Teaching and Learning in order to advance the cause of award restructuring. Its main purpose was to provide a forum for cooperative work involving government and private employers, education unions, the ACTU, and the Federal government. According to Durbridge (1991, p.89), the work programme which it devised included the transferability of entitlements from one State to another; a framework for qualifications, accreditation and possibly registration; the analysis of current and alternative work organisation with its related career and reward consequences; the management and support structures in schools with their accountability and appraisal mechanisms; the nature of teacher education, and the induction and professional development needed to sustain the various operations. The continued decentralisation of the industrial relations system to the workplace was represented by the introduction of enterprise-based bargaining.

Provisions for Enterprise-Based Bargaining

In further pursuit of opportunities for flexibility, increased productivity, and work quality enhancement, the ACTU and the Federal government agreed that the next logical step was towards enterprise-based bargaining. Although the Industrial Relations Commission was initially concerned that the parties were not sufficiently mature to handle genuine enterprise bargaining (Niland, 1994, p.14), it endorsed the concept in the October 1991 Wage Case decision. As a result, the Accord Mark V1 negotiated prior to the March 1993 Federal election continued the decentralisation of wages and work conditions. Shaw (1995, p.3) has pointed out that this period witnessed a dramatic change in the focus of industrial relations legislation which culminated in the Industrial Relations

Reform Act of 1993. Previously, the focus of industrial relations was exclusively on awards, but now the legislation emphasised agreements. The rationale behind the new Act was expressed clearly by the then Federal Minister of Industrial Relations, Laurie Brereton (cited in Niland, 1994, p.17):

> Under this system of enterprise bargaining, the parties involved will have a greater responsibility for determining the outcome of their agreements. The changes in industrial relations will open the way for Australian workplaces to meet the challenge of being more productive and internationally competitive.

This development, it was alleged, represented a further step in the continuing reforms that the Federal Labor government had introduced over the past decade.

With the encouragement of the Federal Industrial Relations Commission, the principles of enterprise bargaining and enterprise agreements have also been endorsed by State jurisdictions where provisions have been made to provide formal frameworks detailing the proper processes and structures required. In Western Australia, the State's Industrial Commission, which is the tribunal responsible for State awards, has been supporting enterprise bargaining in order to obtain an enterprise agreement since 1991. It was therefore possible for enterprises to grant above-award wages in return for negotiated concessions relating to improvements in productivity and efficiency. This form of enterprise agreement operated in conjunction with the relevant award. However, in December 1993, the Western Australian government introduced separate legislation which provided an alternative to the existing industrial award system.

The Workplace Agreements Bill, 1993 was hailed as a "dramatic and historic alteration to Western Australia's industrial relations framework" by the State government (Workplace Focus, 1993, p.5). The Labour Relations Minister,

Graham Kierath, in the second reading speech of the Bill, stated that the essential themes underpinning the industrial relations legislation are:

> To enable better cooperation and communication between employers and employees, to provide for a simpler and more efficient system, to establish greater protection of individual rights, and to ensure a clearer recognition of individual rights and responsibilities. (Western Australia. Parliament, 1993, p.2)

The speech goes on to assert that the effect of the new legislation will be "to provide real choice for employers and employees by establishing a new stream based on workplace agreements which will sit alongside the existing award system" (Western Australia. Parliament, 1993, p.2). Hence, the speech continues, "the focus of the new system will be on the workplace and the development of a workplace culture in which employees can take an active and responsible role in directly setting their own work conditions" (Western Australia. Parliament, 1993, p.3). The end result of the Bill, together with its complementary legislation, the Minimum Conditions of Employment Bill, 1993, and the Industrial Relations Amendment Bill, 1993, will be to present "greater opportunities for initiative, flexibility, cooperation, and positive human relations within the work force" (Western Australia. Parliament, 1993, p.3). Put simply, the new legislation provided for the creation of comprehensive workplace agreements encompassing all aspects of the employment relationship negotiated between individual employees and the employer which totally replaced the award. This arrangement differed from the previously established enterprise agreements which had been endorsed under the existing industrial relations legislation and operated in conjunction with the award system.

The Western Australian provisions for enterprise-based agreements vary from other State jurisdictions. It is this feature, along with the diffuse nature of implementation, which has meant that although enterprise bargaining is now seen as a key mechanism of ongoing change, the term must be considered more of a 'general category' than a 'refined concept' (Morgan, 1994b, p.23). However,

in spite of the differences inherent in the legislation of each jurisdiction, particularly the provisions relating to the relationship between the award and the enterprise agreement, the trend established is inevitably going to present opportunities for enterprises to break new ground in workplace practice, including education systems and schools. This observation holds particularly true for issues connected with the nature of teachers' work, the defining of which is no longer restricted by the all-embracing terms of an award but can now be determined by the specific needs of the enterprise.

From considerations so far, it is evident that within the context of the major educational restructuring which has occurred simultaneously in many countries throughout the world, the primacy of teaching has been acknowledged. What is being argued in these countries is that standards of education, according to a broadly economic agenda, cannot be raised without attending to aspects of the teacher's work which are perceived to be deleterious to reforming efforts. In Australia, the emphasis on teaching has emerged through the industrial arena. The introduction of award restructuring has required, as Ashenden (1990, p.70) has observed, that "educational work in schools should be undertaken in new and different ways so as to greatly increase the productivity of learning". In this regard, Angus (1991, p.79) alleged that award restructuring could have a potential impact on the way educational departments manage their systems and on the way in which staffs go about their jobs. This has been made evident, to some extent, by the implementation of the Advanced Skills Teacher classification in schools; a development that has already contributed to a process of change in teachers' work.

The overriding importance of award restructuring has been the injection of 'productivity thinking' into the 'education industry' and the endorsement of the notion of an association between reform, productivity, and pay (Angus, 1991, p.84). This perspective has been further reinforced by means of legislation

supporting the principle of agreements negotiated at the workplace either in conjunction with or completely replacing the relevant award. The extent to which the ideas regarding teachers' work and conditions that are prompted by the new approach to industrial relations can be put into action will depend, to a great extent, on the ability of schools to deal with the complex process of bargaining. Consequently, there is a need for research which seeks a deeper understanding of the phenomenon and provides the guidance which is necessary to facilitate effective practice.

JUSTIFICATION FOR THE RESEARCH

Little is known about the nature of the interaction that has occurred within schools which have made a commitment to enterprise-based bargaining. Thus, the study reported in this dissertation, which is concerned with how a school deals with the process of enterprise bargaining, is opportune. Although initial steps in work reorganisation throughout the industrial sectors have been tentative (Morgan, 1994a, p.3), the stage has now been reached where enterprise-based bargaining can be assessed more fully. Many independent schools in Western Australia have already concluded enterprise agreements based on the 'Memorandum of Agreement' (1994), a non-registered agreement co-signed by the employers' association, the Association of Independent Schools of Western Australia (AISWA), and the Union, the Independent Schools Salaried Officers' Association of Western Australia (the Union). Nevertheless, little is known about the nature of the interaction that occurred during the complex process of enterprise bargaining within the schools.

The study is also germane because of the paucity of knowledge about the understandings that are brought to bear on the process of enterprise bargaining by both employers and employees in a school situation. Indeed, the emphasis that research has placed on explicit procedures of bargaining and negotiation

has meant that schools have received scant attention because they have not traditionally provided a context where this kind of activity has occurred openly (Hoyle, 1986, p.131). However, related research which has been applied to areas other than the education sector is also deficient in providing an adequate foundation for understanding the phenomenon. The research undertaken into negotiations, for example, has tended not to reveal what Fells (1995a, p.268) has described as "the cut and thrust of the 'real world' of negotiations"; a critique which complements Strauss's recommendation (1978, p.11) that there is a need for research to consider the views of 'actors' as they enter and affect the negotiations.

The need for research to uncover the beliefs, values, perspectives and motivations of the participants in the bargaining process at the school level, is made more apparent when the particular circumstances which surround enterprise bargaining are considered. First, the complete novelty of the phenomenon as it applies to schools, prompts an investigation of participants' perspectives within a context of change and uncertainty. Indeed, as Fullan has postulated (1993), new ways of doing things in schools create an initial period of ambiguity which will inevitably affect the interpretations that are made of the phenomenon by the participants. A second circumstance is the notion of cooperation between employer and employee which underpins the process of enterprise bargaining in order to reach agreement. The desirability of this relationship is often evident in the rhetoric of the legislation which emphasises the capacity of new workplace conditions "to enable better cooperation and communication, between the two parties" (Western Australia. Parliament, 1993). Notwithstanding such rhetoric, however, the cooperative dimension of the bargaining process will ultimately be defined by the interpretations of the individuals involved. Circumstances at the school level could be such that an impediment is placed in the path of achieving enhanced cooperation.

The education sector has, in fact, been slow to accept the new culture of industrial relations. As Angus has argued (1991, pp.78-79), teachers have found the notion of improving productivity within an 'industry' difficult to grasp as it applies to education. Indeed, many have regarded the economic objectives of workplace reform as an affront to their professionalism (Angus, 1991). In this regard, teachers are particularly suspicious of the instrumental notions of schooling which have been embraced by the changes introduced into the industrial relations forum, as well as the requirement that education should become more productive (Angus, 1991). Set against a background of scepticism, if not outright hostility, it may be the case that enterprise-based bargaining is not readily countenanced, which means that a school embarking on the process is likely to encounter difficulties from the outset. This factor in itself invites speculation as to how agreement can be reached according to a system of enterprise-based bargaining.

Another factor which could present an impediment to the cooperative basis of an agreement is a reluctance on the part of employers to reassess their position within an industrial relations environment predicated on a need for 'good faith' bargaining with employees. It seems likely that the efficacy of the bargaining process at the school will hinge, to some extent, on the willingness of management to accept more open and collaborative relationships with teachers than might have previously existed. If, however, an employing authority seeks to preserve its traditional 'management prerogative' to manage a school's affairs without interference, this attitude is likely to create a barrier to the kind of cooperation which is envisaged in the process of reaching an agreement. Similarly, a refusal to disclose crucial financial or other information may not further the cause of cooperation as espoused by the rhetoric (Gardner, 1994).

A third dimension of enterprise bargaining in schools which may be strongly influenced by participants' interpretations is the rationale that is adopted for

seeking an agreement. This observation relates to whether bargaining for an enterprise agreement within a school is motivated by a genuine desire to improve the quality of work life for teachers as a means of increasing the productivity of teaching and learning, or whether utilitarian and economic considerations take precedence. In this regard, the role of the union also needs to be taken into account. Kerchner and Caufman (1993, p.19) use the term 'professional unionism' to describe a teaching association which "balances teachers' legitimate self-interests with the larger interests of teaching as an occupation and education as an institution". This model contrasts with 'industrial unionism' which is designed to "protect teachers from the whims of managerial and political behaviour and to advance teachers' interests". Professional unionism, Kerchner and Caufman (1993, p.19) claim, provides a more promising basis for collaborative school reform.

In essence, these considerations relate to whether personnel in schools have the 'industrial maturity' (Niland, 1994, p.23) to negotiate agreements at the workplace. In contrast to the traditional tribunal process in which responsibility for determining work conditions rests with a third party, enterprise bargaining operates on the premise that both the employer and employee want to negotiate because there is a perception that this is the best route to follow. Both parties, therefore, have, at least in theory, the industrial maturity to communicate on a voluntary basis in order to negotiate the best conditions for each group so that a workable deal can be secured that is respected and adhered to by employer and employee.

Niland (1994) does not elaborate on the definitions of enterprise bargaining held by participants that are necessary in order to accomplish industrial maturity. Nevertheless, it is evident that individuals will embark on bargaining for an enterprise agreement with different perspectives of the situation. These perspectives may have been influenced by such factors as values, ideologies,

choices, goals, interests, expertise, history, motivation, and interpretation (Blase, 1991, p.3). The affirmation of an agreement will, therefore, be dependent on the social process of interaction by which competing definitions of the situation are continuously being exchanged. Contiguous with this view is the belief that enterprise bargaining is too complex a phenomenon to be considered as consisting simply of a structure of rules, regulations and procedures.

It is evident, therefore, that the circumstances surrounding enterprise-based negotiations are likely to influence the perceptions that participants adopt towards the phenomenon. If enterprise bargaining is to be regarded as a practicable method of changing teachers' work for the benefit of the teachers as well as the school as a whole, it is imperative that an understanding is gained of bargaining as a social process. A variety of research approaches suggest themselves for this purpose. A research agenda using quantitative research methods could be developed with data being examined in terms of preformulated hypotheses about the phenomenon in question and either confirmed or rejected. To this end, data could be collected through surveys, structured interviews, and questionnaires, using a large sample. However, while such an approach may be appropriate for comprehending phenomena involving routinised behaviour (Hammersley, 1989), it would be unlikely to provide insight into the complex and dynamic nature of the process of human interaction. If enterprise bargaining is to be understood as a process in the most holistic sense, research is required which, in Peshkin's words (1993, p.28), "gets to the bottom of things, dwells on complexity, and brings us very close to the phenomena we seek to illuminate".

Contiguous with Peshkin's objectives (1993, p.28), the study of the process of enterprise bargaining reported in this dissertation determined that a qualitative research orientation be adopted because of its underlying assumption that there are multiple realities emerging from personal interaction and perception. It also

determined that the research should be undertaken from the theoretical perspective of symbolic interaction because of its concern with the "ways in which individual actors make sense of, analyse, or interpret any given situation" (Hitchcock and Hughes, 1989, p.33). The research focus adopted as a result will now be considered.

THE RESEARCH FOCUS

The central concern of the research project reported in this dissertation, it will be recalled, is with discovering how, in an attempt to reach an enterprise agreement for its teaching staff, the process of enterprise bargaining was dealt with in a Western Australian independent school. To frame the focus of the research in this manner is to provide the study with a theoretical underpinning consistent with symbolic interaction. Blumer (1969, p.2), has asserted that this social theory rests on three basic premises. First, human beings act toward things on the basis of the meanings that the things have for them. Second, the meaning of such things is derived from, or arises out of social interaction that one has with others. Third, these meanings are handled in and modified through an interpretive process used by the person in dealing with the things encountered. It is by examining the enterprise bargaining process in the light of these premises that it is possible to arrive at a clearer understanding of how a school deals with the phenomenon.

Arising out of these premises the data gathering process was guided by the following questions:

1. What were the individual meanings attached to enterprise bargaining by the employer's and employees' representatives on the enterprise bargaining committee prior to the negotiation process taking place?

2. How did the initial meanings attached to enterprise bargaining influence the process of negotiation? What were the action/ interaction strategies engaged in by the participants?

3. What meanings were held by the employer's and employees' representatives on the enterprise bargaining committee subsequent to the conduct of the negotiation process?

These questions were not envisaged as specific research questions to be answered. Rather, they were intended to guide the collecting of data with the aim of developing theory about how, in an attempt to reach an agreement for its teaching staff, the process of enterprise bargaining was dealt with in a Western Australian independent school.

A research project which is based on symbolic interaction should remain as open as possible to differing explanations of observed phenomena, none of which can be eliminated prior to study. Therefore, no assumptions were made about the process of enterprise bargaining before the research agenda was conducted. The theory that was developed was grounded in the reality of the situation and 'fits' the data which were generated.

The research undertaken was of an independent school in the metropolitan area of Perth in Western Australia which had already accomplished a unique enterprise agreement. An independent school was targeted for the research because considerable progress had been made within the non-government sector of education in Western Australia towards embracing the notion of enterprise bargaining. This trend was reflected in the remark made by the Chief Commissioner of the Western Australian Industrial Relations Commission that "so much groundwork had been put into establishing the basis upon which

enterprise negotiations could flourish by the private sector of teaching" (Western Australian Industrial Relations Commission, 1995a).

One reason why many independent schools have made a commitment to enterprise bargaining is because an independent school is, by definition, a 'stand alone' school entailing a more autonomous structure of governance than would be the case in the government sector. There is, as a result, an inclination to believe that there is something to be gained from negotiating an agreement at the workplace which is able to accommodate the particular needs of the enterprise. This belief is given further credence by the nature of teaching in an independent school which tends to be characterised by more restrictive career paths than in the government system, and a highly complicated extra-curricular expectation. Moreover, in a situation where the individual school is the employer, the operational independence exists to enable the formulation of enterprise-based agreements containing greater scope than would be the case in the government sector of education where collective considerations impose more constraints on the issues and items that can be negotiated between parties.

Finally, the decision to investigate one school was determined by the uniqueness of the selected school's enterprise agreement in comparison with all other agreements reached by independent schools in the State and registered with the Western Australian Industrial Commission in 1995. The agreements that were negotiated at other schools were applicable for one year, whereas the agreement concluded at the research school applied for the longer period of two years and two months. It was the only school in the State with this type of agreement

RESEARCH METHODS

In accordance with the theoretical assumptions of the research agenda, the data gathering methods employed were semi-structured interviews and document analysis. Over a period of three months, ten in-depth interviews were conducted with individuals who had direct involvement with the enterprise bargaining process at the School. The second major data gathering technique was document analysis. Both during and after the enterprise bargaining process, a diversity of official and personal documentation was accumulated which helped to develop valuable insights into the phenomenon under investigation.

The data were coded and analysed using the methods of grounded theory. This approach provides the means for "the stimulation and development of theoretical ideas by the systematic investigation of the social world" (Hammersley, 1989, p.173). Given the inadequacy of the knowledge base in regard to the process of enterprise bargaining at the school level, and the epistemological assumptions underpinning the study, grounded theory methods were considered to be appropriate for building theory from the empirical world.

The findings of the study are presented in the form of three theoretical propositions, the first of which asserts that the process of enterprise bargaining at the school was dealt with according to a sequence of clearly identifiable and relatively discrete stages. This proposition alone has a full chapter devoted to it because the exposition of these stages necessitates a level of descriptive detail which serves to provide the foundation for the remaining propositions. As Peshkin (1993, p.24) has stipulated, it is often overlooked that the soundness of research "rests essentially on what has been provided by the accuracy, sensitivity, and comprehensiveness of the descriptive foundation".

The second proposition contends that the process which led to the enterprise bargaining agreement was dealt with by all parties maintaining trust in each other throughout. The maintenance of this trust was facilitated by, and reinforced by, the maintenance of a communication network. This network allowed parties to be able to communicate with each other at all times, even if through a third party, and allowed trust to be rebuilt when it broke down.

The third proposition contends that the process which led to the enterprise bargaining agreement was dealt with by the Headmaster creatively employing his leadership qualities in a manner which maintained the involvement of all parties throughout.

CONCLUSION

This chapter has provided an overview of the dissertation. The policy context of the study was first discussed. An explanation of the need for research into the process of enterprise bargaining at the school level was then presented. The focus of the research has been introduced along with a brief statement of the theoretical underpinnings of the research agenda and its design and methodology. Accordingly, the foundation has been provided for a more detailed consideration of the research.

The remainder of the dissertation consists of seven chapters. Following this introductory chapter, Chapter Two reviews the relevant bodies of literature underpinning the study. Chapter Three is concerned with the design and methodology of the research. Chapter Four examines the overall context of the research school's enterprise bargaining process. Chapter Five presents the first theoretical proposition of the study. Chapter Six presents the second theoretical proposition. Chapter Seven presents the third theoretical proposition of the study. Chapter Eight constitutes the conclusion of the study.

CHAPTER TWO

LITERATURE REVIEW

INTRODUCTION

In Western Australia enterprise agreements have recently been implemented in both the government and non-government sectors of education, providing a fruitful province for research in general. More specifically, an area which invites detailed investigation is the way in which the process of enterprise bargaining is being dealt with at the school level. Accordingly, the study reported in this dissertation is concerned with how, in an attempt to reach an enterprise agreement for its teaching staff, the process of enterprise bargaining has been dealt with in a Western Australian independent school. However, before proceeding to consider the study proper, there is a need to locate it within certain frames of reference, thus constructing a basis for informing the research.

This chapter is concerned with a review of the literature which informed the theoretical foundation of the study. First, the literature dealing with expressions of current dissatisfaction with teaching in Australia, and which have contributed to making the teacher and teaching a focal point of attempts to restructure the education system in this country, are considered. Secondly, the emerging literature on award restructuring and enterprise-based bargaining is examined. Thirdly, consideration is given to the theoretical and conceptual framework which has been derived from related research in the fields of industrial relations and organisational theory. Finally, the potential value of the micro-political perspective for the study is examined.

EXPRESSIONS OF CURRENT DISSATISFACTION WITH TEACHING IN AUSTRALIA

At the heart of attempts to restructure the nature of teachers' work in Australia is a feeling of dissatisfaction amongst both the community at large and teachers themselves with what teachers are doing. Porter (Schools Council, 1990, p.i) has claimed that "the dissatisfaction is all pervasive and has reached the point where the enterprise itself is in jeopardy". The sharper public scrutiny of education taking place has occurred largely because of the economic turbulence throughout the Western World since the 1970's. The fiscal crisis that evolved against a background of sustained recession, meant that the costs of services outgrew the political will to pay for them. Ashenden (1990, p.59) captures the situation well in his observation that "under the conflict about money and control is the common fact that educational work is not bringing enough rewards to either side". Whatever the validity of this view, the implied assumption is that the education system is failing to accommodate the needs and expectations of society as well as the teaching force.

In Australia, societal demands of education, as they have been defined by the 'master discourse' of economics, have determined that the new policy era is "characterised by a symbiosis between human capital theory and arguments for market reform in education" (Marginson, 1993, p.50). The human capital perspective envisages secondary schools as having a vital part to play in improving the country's economic performance and international competitiveness. Fundamental to the belief is the idea that "if schools can produce a flexible and multi-skilled labour force Australia's economic problems will somehow magically disappear" (Down, 1994, p.56). Although rather cynically put, this outlook is demonstrated in the Federal Minister for Education, John Dawkin's, initial statement in Quality of Teaching (Dawkins, 1990, p.1) that "schools must change to be more productive and to provide the skills young people need to participate in social and economic life". However, in order to achieve a real improvement in the outcomes of schooling

commensurate with such economic determinants, it was necessary to address the perceived problems of teaching.

The importance placed by the Federal government on productivity and efficiency through award restructuring is evident in Dawkin's (1990, p.1) assertion that teaching is affected by inadequate provision of professional development and structural inefficiencies such as the practice of promoting good teachers out of the classroom. Teaching is also characterised by structural rigidities, such as the lack of portability of benefits and entitlements from one State to another, and a failure to recognise qualifications across States. Dawkins also identified low teacher morale as having a negative effect on productivity in education and he attributed this to the "the level of teachers' pay, inadequate career structures, poor training opportunities, and lack of recognition for teachers' skills" (Dawkins, 1990, p.1); matters which would be dealt with by the award restructuring process that he proposed. The sub-text of micro-economic reform is unequivocal in Dawkin's initial statement which began the official debate on the quality of teaching and amounted to an invitation to the educational community to examine ways in which teachers' training and work practice could be improved in order to meet rapidly changing demands.

In addition to the concern expressed by policy makers about the productivity and efficiency of the education sector, there is also a sense of dissatisfaction evident amongst teachers themselves. However, the reasons for teacher dissatisfaction are generated by more general considerations than the objectives of micro-economic reform. A comprehensive treatment of the condition of teaching and the teaching service in Australia has been provided by Maclean and McKenzie (1991), who detail the reasons why the occupation faces so many difficulties. A depiction of teachers emerges that is predominantly characterised by demoralisation and disillusionment. The reasons for this malaise can be summarised as follows. First, there is the lack of career paths. Over recent years

high unemployment has reduced the level of resignations in teaching, and a more stable teaching population has resulted in a restriction of promotional opportunities. Indeed, Howse (1991, p.174) claims that "teaching remains a profession in which unpromoted classroom teachers are four times the number in promotion positions". The outcome of the dual impact of an unremitting routine of classroom teaching and the ageing process could be a reduced commitment to the job. Furthermore, this disposition may well be compounded by the decline in real salary levels which has been a prominent trend over recent years.

Another reason for teacher dissatisfaction in Australia is that the nature of teachers' work has undergone dramatic changes, involving a proliferation of responsibilities and a refashioning of professional roles. Seddon (1991, p.62) has distilled into succinct form the diverse factors which have altered traditional teaching practices. The expansion of the curriculum, she argues, especially by the inclusion of new areas such as social education, has put demands on teachers to redefine their pedagogical strategies and has resulted in an intensification of their work load. The labour process has been further intensified by increased community demands and a more diverse student body. The introduction of high technology has also created difficulties. In particular, the burgeoning of computer assisted learning has entailed a different approach to the classroom. The growth of administrative tasks has been yet another significant change in the nature of teachers' work. Of special significance in this respect has been the heightened involvement of the teacher in the complex administration of education contiguous with the shift towards school-based decision-making. This development has the potential to present exciting challenges for teachers but it also represents an indication that they are now expected to be more versatile within a ferment of changing professional circumstances.

It is clear that an expansion of demands on schools and teachers has transformed the nature of teaching as an occupation. Tonkin (1991, p.289) has suggested that education needs to respond with "flexibility, innovation, energy, teamwork, and time", but he doubts the capacity of existing structures to make the necessary adjustments. Hence, an overall picture emerges of a teaching force under siege from pressures brought to bear by an educational environment in a state of flux. These strains are more keenly felt at a time when many teachers are frustrated by the inadequacies of the career structure, and, as Maclean and Mckenzie (1991, p.303) have stated, "the imperative of economic restructuring has placed schools and schooling under an increasingly critical spotlight".

Commensurate with this economic imperative was the Federal government's intention to deal with concerns related to teachers and teaching by means of the process of award restructuring, an important element of which was the move towards enterprise-based bargaining. By allowing individual enterprises the flexibility to set out their own terms and conditions according to particular needs, agreements negotiated at the workplace were seen as a key mechanism for continuing reform. However, the assumption that such arrangements necessarily have a beneficial effect is simplistic, particularly when applied to the education sector where it is by no means certain what impact will be made by workplace reform on the quality of teaching and learning.

THE EMERGING LITERATURE ON AWARD RESTRUCTURING AND ENTERPRISE-BASED BARGAINING

Although it is recognised by policy makers and educationists (Reyes, 1990) that the capacity and commitment of teachers are fundamental to effecting improvement, the prevailing sense of demoralisation and sheer exhaustion in all sectors of education make this difficult to achieve. In the Australian context, award restructuring has been seen as the means by which the concerns about

teaching as an occupation could be addressed. Many have regarded the development of award restructuring as presenting an unprecedented opportunity to revitalise education.

Ingvarson (1994), who is specifically concerned about improving standards in teaching, has argued that:

> Award restructuring was potentially one of the most significant reforms in Australian education. By placing greater value on teachers' knowledge and skill, it went to the heart of what was needed to redress growing concern about the condition of teaching as an occupation. (p.163)

Ashenden (1990, p.71) also favours "the capacity of award restructuring to deal with big issues", but simultaneously expresses some doubts about whether the appropriate industrial dialogue can be forged which will enable the process to fulfil its potential. Angus (1991, p.79) shares the belief that award restructuring will face its fair share of obstacles, but still claims that schools will be given "greater leverage to address the problems and issues that they regard as of greatest importance." Similarly, Reid (1993) argues that award restructuring will have a profound impact on the labour process of teaching and acknowledges that advantages such as more participatory schooling may accrue. Nevertheless, he also warns that the micro-economic driving force behind reforms could impose new kinds of control on teachers unless they respond with an awareness of the implications of such a reform agenda.

From the latter considerations it is clear that the literature reveals a certain ambivalence in its stance towards award restructuring. On the one hand, the process is perceived as a potentially effective means of reforming education in Australia and, in particular, for improving the conditions of teaching. On the other hand, it is recognised that because of the economic impetus underpinning award restructuring there will inevitably be problems to encounter, especially if teachers are unable or unwilling to take some initiative. This observation is

consistent with a common theme which emerges from the literature on teacher empowerment (Maeroff, 1988; Hess, 1992), where it is acknowledged that a context for teacher empowerment may be created by others, but teachers must initiate and exercise the power themselves (Ayers, 1992, p.23).

In the Australian context, while the climate of reform has been defined by governmental and bureaucratic bodies, this does not preclude the teaching profession from using the situation to develop its agency and efficacy in order to present its own solutions to the problems that have been identified in the education sector. However, for teachers to gain more control of the reform agenda they will need to recognise the full implications of recent developments in award restructuring and determine for themselves that it is necessary that they take a central role. This observation holds true in particular for an enterprise bargaining environment. By providing a less cumbersome negotiation process and therefore the prospect of more immediate reward, enterprise bargaining intensifies the incentive for change (Elvery, 1994, p.190). This enhanced capacity for change makes it even more vital that teachers acquire a sense of agency and efficacy if they are to exercise some leverage over the process of reform in education. As Fullan (1993, p.vii) has observed in relation to the more general context of educational change, "it is only by raising our consciousness and insights about the totality of educational change that we can do something about it". This, he contends will at least enable a more proactive and productive relationship with the process of change.

Nevertheless, developing insights into enterprise bargaining is constrained by its inchoate nature, determining that the related literature is in an emerging state and has not specifically focused on the education sector thus far. There is, however, value in examining some of the perceptions that have been revealed by the literature applying to enterprise bargaining in general. Shaw (1995, p.11) has concluded that there is widespread support for the view that enterprise

bargaining does offer opportunities for "flexibility, increased productivity and work quality enhancement". He also asserts that there may be further benefits such as "greater consultation between management and employees, and a cooperative culture at the workplace, involving wider scope for employee participation in decision-making processes". Niland (1994, p.17) is even more unequivocal in his endorsement of the enterprise bargaining system. Although he concedes that enterprise bargaining is not yet the norm, he also claims that those who are seeking to establish genuine enterprise agreements are breaking 'new ground' and will enjoy the benefits sooner than those who delay. He considers that the undertaking to implement more efficient and flexible arrangements at the workplace is irreversible because of economic pressures, but it is also in the interests of management and staff within a particular enterprise.

Serious apprehension has also been expressed about certain elements of enterprise bargaining. While Shaw (1995, p.11) recognises the positive features of such a system, he also draws attention to the reservations that have been voiced. Particular mention is made of the vulnerability of certain sections of the workforce, especially at times of high unemployment, to reduced earnings and reduced conditions of employment. The danger of this occurring, it is alleged, is heightened by the superior bargaining power of employers. Within the setting of the health industry, Gardner (1994) has presented a salutary warning to nurses about the reluctance of health managers to surrender their 'management prerogative' in the pursuit of an enterprise agreement. In other words, managers have been slow to accept the fact that genuine bargaining depends on an open and collaborative relationship with employees. This entails a willingness to share information relevant to matters of negotiation which may traditionally have been the exclusive property of management. Bramble (1993, p.3), arguing from the specific cultural analysis of socialism, takes a more extreme position, stating that enterprise bargaining "is a massive fraud,

perpetrated against Australian workers. It means sacrifice, lower wages, fewer jobs and worse working conditions".

It would seem, therefore, that prevailing attitudes towards enterprise bargaining as a whole are somewhat equivocal. Although it is acknowledged that benefits may be derived from a more cooperative workplace culture, it is apparent that serious doubts exist as to whether bargaining can ever take place from equal positions of power. This scepticism is particularly valid in connection with the education sector, where teachers have traditionally allowed the details of salary and work conditions to be determined by union representatives and the employer (Angus, 1991). With the introduction of award restructuring and the move towards enterprise bargaining, teachers can no longer expect salary increases to be tied to rises in the cost of living. Consequently, not only will it be required that salary increases should be supported by improvements in productivity and efficiency, but in many cases teachers will also be negotiating directly over these matters with their employers. Teachers are totally unaccustomed to the new industrial context that has been created out of such changing circumstances and may be disadvantaged by comparison with more experienced employers.

There is also considerable uncertainty about what the final outcome of enterprise bargaining is going to be. Within the more specific context of education it is instructive to draw attention to the notion of the 'educational trust agreement' (Kerchner and Koppich, 1993; Steshley and De Mitchell; 1994; Kerchner and Koppich 1996) in order to both clarify and guide thinking about the validity of enterprise agreements as applied to schools. Educational trust agreements have been evolving in a number of school districts throughout California and allow for an expanded and more complex view of working conditions in education (Steshley and De Mitchell, 1994, p.96). Put simply, an educational trust agreement represents a legally binding bilateral accord

existing outside the collectively bargained contract and negotiated between the union and management. Whereas collective bargaining continues to deal with the substantive issues of conditions of employment, the trust agreement revolves to a greater extent around such professional problems of schools as organisations as peer review, professional development, and school site collaborative management and decision-making (Kerchner and Koppich, 1996, p.20).

According to observations relating to the implementation of trust agreements in ten school districts of California, Kerchner and Caufman (1993, p.18) have identified three main effects. First, trust agreements involve new assumptions about who benefits from labour management interactions. The formulation of trust agreements is consequently characterised by an absence of self-interest on the part of teachers. Secondly, trust agreements involve different notions of bargaining from those traditionally prevailing. Rather than bargaining from positions, participants in negotiations for a trust agreement represent a principle or a problem and adopt a more open approach. This model was originally developed by the Harvard Negotiation Project (Fisher and Ury, 1981), the purpose being to reshape bargaining from a 'win-lose' proposition to a process of mutual advantage in which each side 'wins' by means of principled compromise (Koppich and Kerchner, 1993). Thirdly, negotiations in pursuit of trust agreements are not concerned about a 'win-lose' distribution of fixed resources, but attempt to use bargaining for mutual gain.

The efficacy of trust agreements, however, depends heavily upon the emergence of 'professional unionism' which is required "to balance teachers' legitimate self-interests with the larger interests of teaching as an occupation and education as an institution" (Kerchner and Caufman, 1993, p.19). The basic tenets of emerging professional unionism have been stipulated by Koppich (1993, p.194) as being composed of joint custody of reform, union management

collaboration, and concern for the public interest. Joint custody of reform entails an acceptance on the part of both management and union of shared responsibility for the change process. Union management collaboration refers to the main impetus propelling negotiations from the adversarial to the cooperative attempt to resolve mutually identified educational issues. Concern for the public interest involves a recognition by the union of the impact of its actions in securing conditions for its members on its public responsibility for the welfare of education, or balancing public good with teacher self-interest.

The notion of professional unionism is contrasted with the more traditional version of 'industrial unionism' which assumes that a division exists between labour and management. According to this model, the union pursues "the economic and day to day work concerns of the employees", while "management establishes policy and makes operational decisions" (Kerchner and Koppich, 1996, p.17). It is this implicit separation of interests, so it is claimed, that provides the foundation of adversarial labour management relations and limits the scope of negotiated agreements. Indeed, Ayers (1992, p.18) contends that the industrial style of unionism has "constrained teachers within a blue collar framework with its exclusive focus on wages and benefits rather than issues of curriculum, instruction and evaluation". Consequently, it is deemed axiomatic that this model cannot support the expansion of teachers' professional roles.

The claim is therefore made that, at least in the United States, trust agreements could provide an alternative means to traditional bargaining practices for addressing the complex issues which make education a profession for teacher and administrator alike (Streshley and DeMitchell 1993, p.90). Nevertheless, as things stand, trust agreements have had only a limited effect on the reform of education (Kerchner and Koppich 1996). Although there is recognition that progress has been made towards collaborative bargaining, the substance of the

negotiated agreement remains largely unchanged. Kerchner and Koppich (1996) attribute the qualified impact of trust agreements on education reform to the fact that they remain centralised accords and are therefore unable to offer much in the way of school site flexibility. Indeed, as a device for enabling the complexities of improving education to be confronted, Koppich and Kerchner (1996) advocate the introduction of a slender version of the centralised contract containing a set of basic wage and working conditions. The centralised contract, it is asserted, should be supplemented by a more encompassing site-based educational compact dealing with the performance of the school. This recommendation may be compared to the situation in Western Australia where independent schools in particular, have the opportunity to negotiate single enterprise agreements. First, an arrangement of this kind permits a school the discretion to conclude an agreement between employer and employee which is shaped by the specific needs of the enterprise. Secondly, the formulation of an enterprise agreement requires union involvement. Finally, an enterprise agreement is an adjunct to the preexisting award or central agreement.

Notwithstanding the relevance of attempts in the United States to connect labour relations with educational reform, ambivalence towards enterprise bargaining remains endemic throughout the Western Australian education sector (Western Australian Industrial Relations Commission, 1995a). This scepticism should not be a cause for alarm, but rather should serve as a reminder that it is necessary to discover how the bargaining process is actually being dealt with at the school level, particularly as a number of schools have already embraced the notion of enterprise bargaining for an enterprise agreement. In 1995, several non-government schools in Western Australia had enterprise agreements registered by the Western Australian Industrial Commission. The agreements were of two types. The first type refers to the collective enterprise agreement concluded by the Western Australian Catholic Schools' sector. The second type refers to the single enterprise agreement

adopted by all other independent schools in the state. The single enterprise agreements adopted by the non-Catholic independent schools were for the duration of one year except for one, which applied for two years and two months.

A school, having made the decision to seek a single enterprise agreement, had at its disposal some suggestions relating to the formal mechanisms of the process of negotiation. This information was provided by the Memorandum of Agreement co-signed by the Association of Independent Schools of Western Australia (AISWA) and the Independent Schools Salaried Officers' Association (ISSOA) in May 1994. The Memorandum committed both organisations to the process of enterprise bargaining at the individual school level without obliging either party to form an enterprise agreement. In order to achieve desired outcomes the Memorandum advocated the establishment of a committee comprising equal representation of employers and employees as determined by agreement between the staff and the employer. It was advised that the employee representation should include a union school representative (where one exists) and the others should be elected by a ballot of employees. The process of negotiation should allow industrial representation of both AISWA and the ISSOA if requested by either party. There were also recommendations relating to preliminary training, time release to enable the holding of meetings, and the reporting procedure.

Although this framework established a practical basis for undertaking enterprise bargaining, it did not, in itself, prepare the school for dealing with the highly complex processes of interaction which necessarily constitute a negotiating situation. Indeed, it may even be contended that it is the very complexity of the phenomenon, as encountered for the first time, which makes it impossible for a school to know in advance what to expect and how to deal with it. Hence, according to this perspective, no model of a prescriptive and normative nature

can be applied to the situation because of the conditions of dynamic complexity that characterise enterprise bargaining. There is, consequently, a need for participants to recognise that unpredictability is an integral part of the process and will require a constant adjustment and revision of practice. As Stacey has put it (1992, p.1): "Route and destination must be discovered through the journey itself in order to travel to new lands.....the key to success lies in the creative activity of making new maps". Therefore, if Western Australian independent schools are to respond to the challenge of enterprise bargaining with confidence and competence, there is a necessity for research to illuminate the actual experiences which are occurring at the school site to assist in the charting of new territory.

AN ANALYSIS OF THE THEORETICAL AND CONCEPTUAL DIMENSIONS OF BARGAINING

The fear of the unknown that may be felt by schools embarking on the process of enterprise bargaining is likely to be accentuated by the absence of a knowledge base able to provide practitioners with theoretical insights. The enterprise bargaining literature pertaining specifically to the education sector is at a formative stage and, as yet, no theoretical or analytical framework has emerged. There is, however, value in considering the types of approaches which have been adopted towards bargaining in other contexts.

Theories of 'bargaining' have tended to concentrate on organisations where exchanges have been formalised by explicit procedures (Hoyle, 1986, p.131). As such, schools have received little attention because they have not traditionally provided a context where this activity occurs so openly. Nevertheless, the literature on labour-management collective bargaining has generated theoretical insights which could provide ways of approaching and interpreting the research data (Walton and McKersie, 1965; McKersie and Hunter, 1975). In

particular, Walton and McKersie (1965) make the distinction between 'distributive' bargaining and 'integrative' bargaining. As they see it, competitive behaviour which is intended to influence the division of limited resources leads to pure conflict and characterises distributive bargaining. In other words, one person's gain is a loss to another. In contrast, activities such as problem solving, that increase the joint gain available to the negotiating parties, is termed integrative bargaining.

Walton and McKersie (1965) concede that the distinction between distributive and integrative bargaining is, in practice, a loose one. Within most bargaining situations there will be aspects of both distributive and integrative approaches, and attempts to classify bargaining situations can only be made according to degree. Walton and McKersie (1965) also refer to 'intraorganisational bargaining'. According to this notion, different parties within a bargaining organisation may disagree on priorities assigned to various objectives, tactics and strategies adopted and the relationship which should be established with the other party. Therefore, chief negotiators not only encounter pressure from their 'opponents' but also from sources within their own organisation or constituency. The necessity for chief negotiators to reconcile interests within the group in order to achieve consensus often creates another dimension to the dynamics of interaction.

In addition to Walton and McKersie's seminal theory of labour negotiations, Fisher and Ury (1981) have offered a prescriptive framework for the consideration of bargaining concepts originally developed by the Harvard Negotiation Project in 1981. Bargaining over positions, they contend, tends to lock negotiators into those positions and the exercise deteriorates into a contest of wills. Instead, they advocate an approach referred to as 'principled negotiation' which is based on four points: 'People', or separating the people from the problem; 'interests'; meaning that the focus should be placed on

interests and not positions; 'options', relating to the variety of possibilities that are required before making decisions; and finally, 'criteria', or the insistence that the result be predicated on some objective standard (Fisher, Ury, and Patton, 1991, p.11). The adoption of these points, it is contended, presents negotiators with the main mechanism for pursuing collaborative bargaining, a generic term for the 'win-win' approach which has been employed by an expanding number of districts and unions in the United States (Kerchner and Koppich, 1996, p.19).

The typology of bargaining defined by the research undertaken in the field of labour management collective bargaining, as well as the model for negotiation developed by Fisher and Ury, can help to illuminate and clarify practice. However, they are limited as a theoretical basis for research on the process of enterprise bargaining at the school level for three principal reasons. First, they are deficient because of their exclusive focus on the formal, explicit manifestation of bargaining and their failure to recognise the more tacit dimensions of the interaction. Secondly, as a corollary of the emphasis put on explicit bargaining, there has been a neglect of the school context because it has not traditionally been the location of such activity (Hoyle, 1986). Finally, there is no consideration of the political interaction associated with the bargaining process.

In an effort to fill the void in the conventional literature, the theoretical work of Bacharach and Lawler (1980) attempted to develop a closer connection between the fields of collective bargaining and organisations. According to Bacharach and Lawler (1980), the major deficiency of perspectives which have emerged from the structural analysis of organisations is their failure to acknowledge the power politics involved in coalitional bargaining. In particular, they regard (p.143) Walter and McKersie's (1965) approach as inadequate on the grounds that there is very little mention of power. Furthermore, the approach focuses

exclusively on labour management bargaining and is, consequently, too specific in its analysis. Bacharach and Lawler have therefore formulated a theory of bargaining relationships and bargaining tactics which is relevant to the power struggle and conflict which, they argue, form the basis of relations within any organisation. More specifically, "power, coalitions, and bargaining constitute the three basic themes of their theoretical treatise on organisational politics" (p. xi). They define bargaining as "the give and take that occurs when two or more independent parties experience a conflict of interest" (p.108). It is thereby considered to represent the action component of conflict.

By way of further explanation, a distinction arising out of the work of Walton and McKersie (1965) is also made by Bacharach and Lawler (1980) between direct or distributive bargaining and integrative bargaining. Bacharach and Lawler (1980) also identify what is described as the mode of bargaining, or the tacit-explicit dimension of the bargaining relationship. Explicit bargaining is specified as "the conscious manifestation of bargaining" (p.112) and is conceptualised by the exchange of offers and counter-offers which is designed to find a mutually acceptable solution to the conflict. An explicit bargaining context is characterised by relatively open lines of communication, a recognition that the relationship is a bargaining one, and consent to consider compromise. In contrast, tacit bargaining occurs when communication lines have been obstructed by the parties and the bargaining relationship may not even be recognised for what it is. Under these circumstances there are few explicit offers and counter-offers, but rather a more subtle employment of tactics aimed to outmanoeuvre and manipulate. Tacit bargaining, according to Bacharach and Lawler (1980), often precedes and is transformed into explicit bargaining. Furthermore, the essence of bargaining is regarded as tactical action and is depicted as an information manipulation game in which deception and bluff are critical ingredients.

The acknowledgement of the political dimension of an organisation, and the related observation that issues may be handled in a less visible way, and according to explicit methods, constitutes a more fecund basis for a comprehensive analysis and understanding of what is involved in the bargaining process. The work of Mangham (1979) on organisational behaviour explores this contention more deeply and needs to be examined in order to establish its relevance for schools attempting to deal with the complexities of enterprise bargaining. However, an investigation of such a nature must also be located within a theoretical perspective. This prompts a consideration of the suitability of the micro-political approach and its connection with symbolic interaction.

THE MICRO-POLITICAL PERSPECTIVE

At the heart of Mangham's (1979) perspective on organisational behaviour is the idea that social life is derived from the process of interaction which, in turn, is seen primarily as a political encounter. The emphasis on 'political encounter' is because when interaction takes place between individuals or groups there is usually some kind of benefit to be gained. Hence, it is asserted that the political realm of an organisation is "the struggle of reasonable men [sic] to have what they consider to be right and proper prevail" (p. xii). Political behaviour, according to this understanding, is not an insidious activity but a consequence of interaction predicated on a desire to achieve particular goals.

Underlying Mangham's (1979) depiction of organisational behaviour is the notion that people have the capacity to manipulate consciously their own behaviour as well as that of others, and that many fully utilise that capacity, for whatever purpose. This perspective entails an acceptance that people do cooperate and exhibit altruistic considerations in their dealings with others, but there is also recognition of the fact that people compete in order to achieve ends

at the expense of another party. A realistic understanding of organisations, therefore, requires an acknowledgement that all dimensions of humanity are significant in determining the conduct of an enterprise. Organisations, for Mangham (1979) may be viewed as micro-political arenas where assorted individuals, groups, coalitions and alliances, act in pursuit of their own sets of goals and objectives. According to this perspective, the activity of an organisation is the product of interaction and is not defined by "automatic machine-like interdependencies nor strongly influenced by principles of development nor homostatic systems, but is the direct result of the power and skill of the proponents and opponents of the action in question" (p.17). Mangham claims that this micro-political perspective can be used as a guide to action in a diversity of organisational settings (p.18), but he makes no direct reference to schools.

The legitimacy of micro-politics in the more specific context of educational management and schools was formally acknowledged at a conference on 'The Politics of Educational Improvement' held at the University of Bristol in 1981 (Pratt, 1982). At this conference the traditional model of organisational behaviour, with its stress on formal roles and channels of communication, was tempered by another view stipulating that as the political dimension of organisations was both inevitable and desirable, research should be seeking both to articulate the phenomenon more clearly and to build on it. In other words, the political process needed to be revealed and accepted as a vehicle for change and educational improvement (Pratt, 1982).

This exhortation to promote a systematic study of the micro-politics of educational organisations was satisfied to some degree through the work of Ball (1987). In an attempt to rectify what he considered to be the inadequacy of functional theories in illuminating the way in which schools operate, Ball applied a micro-political perspective to the organisation of schools. He asserted

that schools are, in fact, sites of ideological struggle as demonstrated by their 'structural looseness'. Although acknowledging the possibility of consensus, Ball contended that schools are primarily, "arenas of competition and contest over material advantage and vested interest. Careers, resources, status and influence are at stake in the conflicts between segments, coalitions and alliances" (p.279). It is, therefore, these processes which need to be explored so as to cultivate a more pragmatic and critical analysis of organisational activity than the abstract structural theories can offer.

Notwithstanding the considerable influence that Ball's political theory of school organisation has had in the field, it has received some criticism on the grounds that the approach puts too much emphasis on the political processes of power, conflict, and domination at the expense of the cooperative activity that is also purported to occur in schools (Burlingame, 1988; Townshend, 1990). Nevertheless, this perceived weakness in Ball's work is addressed by Blase (1989; 1991), another prominent micro-political theorist.

The value of the micro-political perspective as a means of understanding life in schools is reiterated by Blase (1989; 1991) who views it as a way of revealing the fundamentals of human behaviour and purpose. However, in contrast to Ball's position, Blase's definition of micro-politics, also embraces the political processes that can be identified with cooperative relationships. Indeed, Blase (1991, p.251) regrets the fact that, in his opinion, most studies of school level micro-politics neglect the positive and cooperative forms of political interaction. The recognition that the resolution of differences may be an outcome of political processes requires that his depiction of micro-politics is more circumspect in nature:

> Micro-politics is about power and how people use it to influence others and protect themselves. It is about conflict and how people compete with each other to get what they want. It is about cooperation and how people build support among themselves to achieve their ends. It is about what people in all social settings

> think about and have strong feelings about, but what is so often unspoken and not easily observed. (1991, p.1)

This kind of activity, Mangham (1987) argues, is the product of interaction which is at the heart of micro-political behaviour and may be understood in terms of symbolic interaction.

The assumptions underpinning the theory of symbolic interaction are examined in greater depth in Chapter Three of this dissertation. However, it is useful to demonstrate at this stage that they constitute an epistemological foundation informing the micro-political characterisation of the activities of organisational life, including that of schools. Of the many exponents of 'micro-politics' (Mangham, 1979; Hoyle, 1986, 1988; Ball, 1987; Blase, 1991), Mangham has devoted most attention to the meta-theoretical assumptions of the perspective (1979, 1987). It is, therefore, his ideas on symbolic interaction which will be examined in the first instance.

At the core of the interpretive epistemology of symbolic interaction is the assumption that human behaviour is a dynamic phenomenon involving a process by which the individual creates his or her own world. According to this depiction, the individual is "continuously anticipating, monitoring, and justifying his [sic] actions to himself and others" (Mangham, 1979, p.27). Viewed in this way, the individual is the basic interpreting and acting unit and should therefore be seen as an active initiator within a given situation. Indeed, all situations are ultimately created and sustained by the interpretations and actions of the individuals involved. This lays the basis for how people perceive and interact with others and helps to determine the orientation of their conduct. As Woods (1983, p.1) points out, for smooth interaction to occur "it is necessary that all interpret situations in the same way"; a requirement that has clear micro-political implications.

The micro-political perspective, therefore, has both relevance and potential application for an investigation of the process of enterprise bargaining at the school level. Indeed, an adaptation of Blase's (1991, p.249) framework for future research can be used to further demonstrate the value of micro-politics as a conceptual vehicle for gaining a holistic understanding of the phenomenon. As an issue, enterprise bargaining at the school level is appropriate, particularly if it is envisaged as an example of shared governance. The degree of cooperation which is a prerequisite for progress to be made toward an enterprise agreement automatically entails different relationships between the administration and teachers, as well as new roles for individuals such as the principal or a teacher negotiator. Furthermore, enterprise bargaining inevitably involves processes such as leadership, decision-making, communication and goal setting, as well as structures such as coalition formation and hierarchy, all of which provide a context that cannot be divorced from a micro-political perspective. In addition, Blase (1991, p.249) contends that intensive case studies designed "to explore relationships between and among processes and structures" may be particularly fruitful in generating descriptive and theoretical understandings. Consequently, it is desirable that a study of the process of enterprise bargaining at the school level should take cognizance of the micro-political perspective.

Blase's suggestion that future research in education should accommodate a micro-political perspective and consider the use of intensive case studies which focus on process, concurs with recent developments that have arisen in the analysis of organisational management and industrial relations. Dawson (1994), for example, has recognised that organisations operate according to complex and dynamic processes and he has devised a 'processual' approach to the study of change. For this purpose, he identifies three major determinants of change. First, there is the 'context', meaning the history and culture of an organisation and the environment in which it operates. Secondly, the 'substance' is stipulated, which relates to the content and scale of the change phenomenon.

Thirdly, there is an acknowledgement of the 'politics of change', which is used to refer to the power and politics of decision-making surrounding the process of organisational change. This framework, it is contended, enables an analysis of the dynamics of change by identifying and explaining the factors which shape outcomes during the process of organisational transition. Therefore, Dawson's processual model contributes to an inter-disciplinary endorsement of the need for research which seeks to illuminate how organisations deal with certain situations, to focus on the process involved within the particular context, including a consideration of the political dimension.

From considerations so far, the inchoate condition of the knowledge base relating to enterprise bargaining in schools should be clear. It is apparent that uncertainty and confusion exists within the education sector about the capacity of this new industrial instrument to reform schools and the roles of educators in those schools. It is also evident that virtually nothing is known about how those schools which have embarked on the process of enterprise bargaining have dealt with such unaccustomed circumstances. There is, in fact, very little literature pertaining specifically to school-based enterprise bargaining. The theoretical work that has emanated from labour management collective bargaining may help to sharpen description but is limited as a basis for informing a related study in schools. Bargaining theory has tended to focus on organisational contexts where management and unions bargain, and has not included schools. It has also tended to concentrate on the explicit dimension of bargaining and has, thereby, understated the political complexion of such a process. Hence, the validity of micro-politics which is a realistic depiction of the internal dynamics of organisational life and has already been convincingly applied to studies of schools (Ball, 1987; Gronn, 1988; Blase, 1989, 1991; Blase and Anderson, 1995). It is appropriate that an investigation of a phenomenon like enterprise bargaining should acknowledge a micro-political perspective in order to assist in highlighting the fundamentals of human behaviour and

purpose which are brought to bear on the situation. As Jones (1987, p.23) has so cogently put it, an understanding of the complex processes undertaken by individuals and groups in organisations should not necessarily be formulated according to neat, linear, 'rational-objective' activity, but may be informed by the untidy, cyclical, often highly charged and political conduct of such experiences.

CONCLUSION

This chapter has reviewed the literature which provides a theoretical foundation to the study reported in this dissertation. First, it has examined the reasons for dissatisfaction with teaching in Australia. Secondly, the emerging literature related to award restructuring and enterprise-based bargaining was reviewed. Different approaches to the study of bargaining were then examined. Finally, the micro-political perspective was presented for its capacity to provide insights into organisational behaviour. In the next chapter, which is concerned with the research design and methodology of the study, a detailed exposition is presented of the epistemological posture adopted to underpin an understanding of the social interaction which is integral to the process of enterprise bargaining. Such an exposition is necessary since, as Lancy (1993, pp.7-8) contends, it is the assumptions about how truth is derived that determine the purpose of the enquiry, the role of the researcher, what constitutes evidence, and how the quality of a given study is evaluated.

CHAPTER THREE

RESEARCH DESIGN AND METHODOLOGY

INTRODUCTION

This chapter is concerned with the research design and methodology of the study. First, the theoretical underpinnings of the research are described and justified. Secondly, the research focus is delineated. In particular, the choice of one school as the unit of analysis is identified and reasons are given for its selection. Thirdly, the methods of data collection used in the research process and the provision which was made to enhance validity and reliability are examined. Finally, an exposition of the methods of data analysis is presented.

THEORETICAL UNDERPINNINGS

For the study reported in this dissertation which focuses on the process of enterprise bargaining, the picture of the phenomenon that emerges from the literature and from anecdotal evidence prompts the adoption of a research approach that can provide sufficient scope for understanding it in all its complexity. In particular, there is a need for a research approach that takes into consideration that fact that, as yet, there is no unitary definition of enterprise bargaining, and therefore no shared meaning (Morgan, 1994b; Drabschek, 1995). In the Western Australian independent sector of education, the situation is such that the onus has been on the individual school to construct its own meaning of the enterprise bargaining process for the particular time and for its particular context. This meaning is ultimately determined by the personnel within the school, but especially by those people who participate directly in the bargaining process. Indeed, it is the personal frameworks of beliefs and values

that are brought to bear on the situation that are so imperative to an understanding of how it may be defined.

Symbolic Interaction

The notion of symbolic interaction derives from the work of George Herbert Mead (1934) and has been subsequently associated with researchers such as Blumer (1969), Goffman (1971), and Becker, Hughes and Strauss (1961). Put simply, symbolic interaction emphasises the nature of interaction, implying that human beings are constantly acting in relation to each other. Blumer (1969, p.2) has identified three basic premises of symbolic interaction. First, "human beings act toward things on the basis of the meanings that the things have for them". Secondly, "the meaning of such things is derived from, or arises out of the social interaction that one has with one's fellows". Thirdly, "these meanings are handled in, and modified through, an interpretive process used by the person in dealing with the things he encounters". Hence, it is through this process of interaction that individuals construct meaning.

Mangham (1979) has developed a theory of organisational behaviour which is founded on symbolic interaction. In so doing, he has mapped the major concepts which are integral to the approach. This framework provides the basis for a more detailed explanation of the nature of understanding and a clarification of its suitability for application to the enterprise bargaining context.

A fundamental principle of symbolic interaction is that meaning arises from social interaction. According to this premise, interaction is a creative process in which meanings are assembled as determined by the individual's interpretation of his or her own intended actions and the actions of others. The actor in a given situation thereby assigns meaning to the acts of others so as to enable himself/herself to engage in appropriate action. This meaning is defined by the

attribution of intention to other actors and the interpretations of the implications of such attributed intentions. The assessment of a situation from this perspective is influenced by personal experience in what are perceived to be similar circumstances and specific goals. Hence, ultimate understanding will differ between individuals. Nevertheless, whatever the difference in meaning and significance assigned to the 'same' situation, the impact of subjective interpretations should not be underestimated. In relation to this observation the oft quoted words of Thomas and Thomas (1928, p.572) are pertinent, namely, "if men [sic] define situations as real, they are real in their consequences".

The emphasis that is placed by symbolic interaction on social interaction as a formative process requires a particular conceptualisation of the 'self'. Central to this formulation is the notion that human beings are capable of seeing the self as an object or, to put it more simply, the possession of a self is the ability to talk to one's self. Thus, the individual is a self-conscious person who is able to employ this intelligence in the organisation of action. In this sense, the self has a directive quality. However, the self emerges from interaction as the individual responds to the way others define that person. As a result, individuals' behaviour is heavily influenced by what is perceived to be the orientations of others towards them within a particular context.

It should not be inferred because self-recognition is facilitated by the attitudes others hold towards an individual, that this is simply a mechanistic response to generalised norms. According to Mead (1934), the self comprises two aspects, namely, the 'I' and the 'Me'. Woods (1992, p.346), has defined the 'I' part of the self as "the more spontaneous initiator of action" and the 'Me' as "the product of viewing oneself as object, as one would be viewed by another". The 'I' and the 'Me' are in a state of constant interaction, a dialectical process which decides the behavioural response of a person to a given set of circumstances. The distinction made between the 'I' and the 'Me' means that human behaviour is

"potentially innovative and routine, creative and conforming" (Mangham, 1979, p.36). The manner in which the two parts of the self complement each other applies to the individual and society. The innovative acts that emerge from the 'I' are evaluated by the 'Me' through reflecting on them from the perspective of society. The 'Me' is part of a social group, holding the values of that group, and those values are used to assess the initiatives of the 'I' (Woods, 1992).

The ability of individuals to visualise their own behaviour from the point of view of others who are significant within a situation, but also in terms of generalised mores according to a group or society, means that the effectiveness of interaction will be partly dependent on socialisation. This process ensures that individuals have a preconceived notion of what constitutes appropriate conduct in a particular situation, providing general guidance rather than having any deterministic effect. Thus, interaction will be contingent on the actors being able to recognise the 'script' necessitating the role of the other to be adopted as well as constructing a role for themselves.

For group action to occur, individuals' behaviour must conform with that of others. This necessitates that a shared meaning be attributed to a given situation. The definitions and meanings of objects, events, and people are learned through self and social interaction, but it is by means of socialisation and a common language that shared meaning is created. Thus, "individual behaviour is appropriate to the group and the individual's behaviour has meaning for the group" (Chenitz and Swanson, p.6). Collective action is therefore preceded by the accomplishment of shared meaning amongst individuals within a particular context.

The Value of Symbolic Interaction for a Study of Enterprise Bargaining

Symbolic interaction has two major implications for research activity (Chenitz and Swanson, 1986, p.6). To begin with, the research enterprise is fundamentally concerned with unearthing participants' construction of meaning; the main endeavour is to understand the subjective world of human experience. In addition, the enquiry must be grounded in the empirical world under study. Woods (1992), defines the 'empirical social world' as:

> The minute to minute, day to day, social life of individuals as they interact together, as they develop understandings and meanings, as they engage in joint action and respond to each other as they adapt to situations, and as they encounter and move to resolve problems that arise through their circumstances. (p.348)

This definition can be applied to a study of the process of enterprise bargaining because it is a phenomenon that represents a "lived experience in a real situation" (Woods, 1992). Enterprise bargaining is also complex and at this stage little is known about it with any certainty.

Adopting those 'building blocks' of symbolic interaction which have been discussed so far, it is possible to identify aspects of the enterprise bargaining process which lend themselves to exploration from this perspective. First, individuals may approach enterprise bargaining with widely differing views about what may eventuate and the roles others will play within the situation as it unfolds. It is important to discover what these initial views are because they are likely to influence how the interaction is subjectively interpreted and understood from the beginning. Secondly, one can focus on discovering the perceptions that participants have of the motives which each of them have in their involvement in the process. As Mangham (1979, p.65) has stipulated, there are times when preliminary definitions of a situation do coincide, in which case original plans can be pursued with the cooperation of the other party or individuals. However, a more frequent occurrence is the emergence of a setting in which individuals are unable to perform their ideal role, or comply exactly with the role that they have been designated by others. In an enterprise bargaining

context, it should be possible to locate the issues that evolve which are problematic for the participants and which require that they accommodate the interpreted reality in the interest of allowing the negotiation to proceed. It should also be possible to divulge the strategies and techniques employed by the participants in this process. For, as Mangham states, "at the very heart of human behaviour is struggle and resolution, negotiation, process and flux" (Mangham, 1979, p.65).

As revealed by the literature, there is only scant information about the enterprise bargaining process at the school level and hence an extremely limited knowledge base on which to build the research agenda. For these pragmatic reasons alone, it would be difficult to begin a study of enterprise bargaining with a preconceived theory and then attempt to verify it through an empirical study. More importantly, a research programme which is committed to symbolic interaction should endeavour to be as open as possible to alternative constructions of reality and to many different explanations of observed phenomena, none of which can be eliminated prior to the study. It is therefore logical and epistemologically sound for the research enterprise to develop a theory which is grounded in the reality of the situation under question and 'fits' the data that have been generated.

THE RESEARCH FOCUS

Researchers adopting a symbolic interaction perspective are fundamentally concerned with how individuals 'handle', 'manage', 'deal with', or 'cope with' particular phenomena within a given situation and over a given period of time. Accordingly, the major focus of the study is on discovering how, in an attempt to reach an enterprise agreement for its teaching staff, the process of enterprise bargaining undertaken has been dealt with in a Western Australian independent school.

As this research approach must accommodate multiple interpretations of the observed phenomenon, none of which could be eliminated prior to the study, it was impossible from the outset to know what the sum total of sub-research questions would be as the study unfolded. However, a set of guiding questions was proposed initially which placed the focus on revealing how the actors who participated directly in the exercise of enterprise bargaining at one school viewed their circumstances, how they interacted, and how these processes changed. These questions were formulated as follows:

1. What were the individual meanings attached to enterprise bargaining by the employer's and employees' representatives on the negotiating committee prior to the negotiation process taking place?

2. How did the initial meanings attached to enterprise bargaining influence the early process of negotiation? What were the action/ interaction strategies engaged in by the participants?

3. What meanings were held by the employer's and employees' representatives on the enterprise bargaining committee subsequent to the conduct of the negotiation process?

It will be noted that these guiding questions emerged from Blumer's three basic premises of symbolic interaction (1969, p.2). Guiding question number one is defined by the proposition that "human beings act toward things on the basis of the meanings that the things have for them". Guiding question number two is based on the proposition that "the meaning of such things is derived from, or arises out of the social interaction that one has with one's fellows". Guiding question number three is in keeping with the proposition that "meanings are

handled in, and modified through, an interpretive process used by the person in dealing with the things he encounters".

A clearer understanding of the term 'meaning' may be gained by considering it as consisting of the notions of aims and intentions, significance, reasons and strategies (Blackledge and Hunt, 1985, p.234). On this basis, it seems pertinent to examine what an individual aims to do in the process of enterprise bargaining, what one considers to be significant about the process, the reasons given for pursuing the process, and the strategies employed as a part of it. However, it was not envisaged that the researcher should set out to answer these questions specifically; rather the questions were thought to provide the most productive means of generating data in order to develop a theory.

The Unit of Analysis

The study was located in Western Australia. To focus on a particular State is justified since the enterprise bargaining that has occurred in schools has been encompassed by State jurisdiction. The constraints of time, finance and accessibility meant that the study was further limited to the Perth metropolitan area. Moreover, it was restricted to the non-government schools' sector because, hitherto, most progress in enterprise bargaining has been achieved in the Western Australian education system by independent schools (Western Australian Industrial Commission, 1995a). An examination of the enterprise bargaining agreements which have been reached by schools within the Association of Independent Schools of Western Australia and registered with the Western Australian Industrial Relations Commission in 1995, reveals a great deal of uniformity. In terms of the respective agreements' structure and content, they have all been based on the framework which was originally recommended by the Memorandum of Agreement signed between the Association of Independent Schools of Western Australia (AISWA) and the Independent Schools Salaried Officers' Association of Western Australia (ISSOA) in May 1994.

The enterprise agreements that have been registered are of two types. The first type refers to the collective enterprise agreement concluded by the Western Australian Catholic Schools' sector. The second type refers to the single enterprise agreement which other AISWA schools have elected to pursue. All the single enterprise agreements adopted by the non-Catholic, AISWA schools and registered with the Western Australian Industrial Commission were operational for the duration of one year, except for one which was to apply for the longer term of two years and two months. The selection of the school which was the subject of this longer agreement as a case for the study was therefore made on the basis of the difference that exists in the School's enterprise

agreement which distinguishes it from those of other schools. This sampling strategy concurs with the Goetz and LeCompte's (1984) notion of criterion-based sampling. According to this notion, the necessary criterion is first established for a unit to be included in the investigation and then a sample is found that matches the criterion. The school in question has, therefore, been selected because of its uniqueness, or in the words of Goetz and LeCompte (1984, p.82), on the grounds of "unique or rare attributes in a population".

It could also be argued that the selection of the first school to have concluded an agreement applicable for longer than one year may add to the potential value of the research project. In other words, although the case study examined a specific instance, this should not detract from its capacity to extend generalisations to all those school contexts where longer agreements are being subsequently negotiated. This is particularly true when it is recognised that readers bring their own experience and understanding to reading a study of the kind that is reported here and that this can lead to generalisations as new data are added to old data (Stenhouse, 1985, p.287).

The decision to focus on a single school finds further justification in the potential of such a case to allow the researcher to get as close to the subjects of interest as possible and enable the uncovering of the subjective understandings of the phenomenon which are of most importance. In this regard, Burns (1994, p.313), has described the case study as a "rather portmanteau term". Accordingly, it would be beneficial to define what is involved in this model of research more clearly. For the purposes of this exercise, Merriam's position (1988) is especially enlightening. At the general level, a case study can be described as an "examination of a specific phenomenon" (p.9), and in this sense it constitutes a 'bounded system'. Merriam has also identified four essential properties of a qualitative case study (p.11). First, a case study must be particularistic, meaning that a focus should be placed on a particular situation.

This specificity of attention makes the case study an appropriate design for examining how people deal with a given problem. Secondly, a case study should be descriptive to the extent that the end product should be a 'thick' description of the phenomenon under study, which means a complete and literal description of the entity being investigated. Thirdly, a case study should be heuristic because it seeks to create the discovery of new meaning and a rethinking of the phenomenon presented. Finally, a case study should be inductive, meaning that generalisations, concepts or hypotheses should emerge from the data which are grounded in the context itself.

DATA COLLECTION

Attention must now be given to the data collection techniques utilised. In this connection, it was deemed appropriate that qualitative research methods of data collection be employed because of their concern for the empirical social world and their commitment to fieldwork. Participant observation is a major method of data gathering within the qualitative repertoire which enables the experiences of those inside the group to be penetrated. Assuming that entree could have been gained to a setting where sensitive information was being discussed, it would have been appropriate for the researcher to observe enterprise bargaining meetings in order to record behaviour as it is occurring. A first hand account of the negotiations would provide a useful supplement to other forms of data in the interpretation of what is happening. However, in view of the fact that the school which has been selected for the research had already concluded an enterprise agreement, the study had to be retrospective in nature. This feature of the research design automatically denied the appropriateness of participant observation in the collection of data and determined that there should be a reliance on the two other main qualitative techniques for obtaining data, namely, the interview and document analysis. Each of these data gathering approaches is now described, along with a

consideration of the provision which was made to enhance validity and reliability.

The Interview Process

As the research project sought to contribute to the cultivation of insight and understanding of the enterprise bargaining process at the school level, the decision as to who should be interviewed was made according to the potential of individuals to illuminate what happened on the basis of their direct involvement, as identified by previous observations. In other words, informants were chosen because of their ability to provide rich descriptions of the experiences they encountered during enterprise bargaining at the School. It is possible to place the informants who were selected into three categories based on the positions that they held during the negotiation process. First, there was the employer, comprising three members of the School Council or the Governing Body. These particular members of Council were assigned to assist with the study because of their prominence in the activities of the Governing Body related to the School's enterprise bargaining which resulted from occupying a key office. Secondly, there was the employer's bargaining committee, namely the Headmaster, the Deputy Headmaster, and the Bursar. Thirdly, there was the employees' bargaining committee which included the Union representative on the staff of the school, an elected staff negotiator, and the Secretary of the Union who did not participate directly but was constantly aware of developments and provided advice to the employees.

Initial contact was made with each informant by telephone in order to obtain at least a provisional agreement to participate in the research project. This was confirmed shortly afterwards by a letter outlining the main purpose of the study and explaining the proposed format and function of the interview that would be undertaken. Consideration was also given to the necessity for

interviews to be held more than once, enabling particular topics to be pursued further. Enclosed with the letter was a code of conduct for the responsible practice of research which had been devised in collaboration with the Headmaster of the School. According to this protocol, three main procedures were stipulated. It was made clear that the principles of anonymity and confidentiality were to be observed at all times. Interview transcripts and research findings could be scrutinised by participants for accuracy, relevance and fairness, and the Headmaster would be consulted on the final results of the study prior to the submission of the dissertation to the University. A declaration of the informant's support for the code of conduct was signed before the interview commenced. Initial interviews eventually took place over a three month period from November 1995 to February 1996, at locations chosen by the informants.

Merriam (1988, p.73) has identified three major variants of the interview: the highly structured, the semi-structured, and the unstructured. In its highly structured form, the interview questions as well as their order are predetermined, and it tends to be used when a large sample needs to be surveyed. At the opposite end of the interview 'continuum' is the unstructured format which is based on the assumption that informants can define the world in unique ways. It is therefore exploratory in its objectives and does not rely on a pre-prepared set of questions. A semi-structured approach, on the other hand, is also predicated on the epistemological assumption that there are multiple realities, but employs loosely defined questions for guidance during the conducting of the interview. Using this classification, it was decided that the style of interview which most accurately fitted the study was a semi-structured one.

The primary function of the interview within the research agenda was to reveal the informants' perceptions of their own roles and those of others in the process

of enterprise bargaining, their perceptions of the enterprise bargaining environment, and their perceptions of the experiences encountered. It was therefore necessary to provide the opportunity for a discourse between interviewer and interviewee which "moves beyond surface talk to a rich discussion of thoughts and feelings" (Maykut and Morehouse, 1994, p.80). In order to elicit this depth of response from the informant, two important elements of interview technique were adopted. First, each interview was sufficiently long for rapport to be established between the two parties, usually between one-and-a-half to two hours. Secondly, because of the need for interviews to allow informants the freedom to recall and expound on events from their perspective, there was no reliance on a standardised list of questions. Instead, initial questions were more loosely based on the guiding questions already noted, and subsequent questions were asked which were pertinent to the study as the opportunities arose. The nature of the response provided the direction that the interview should take next. In this way it could be claimed that questions were used as an 'aide memoire' (Burgess, 1984, p.108) which served three main purposes: the formulation of the aide memoire assisted with the preparation of the interview (McHugh, 1994, p.59); the aide memoire also helped to ensure that similar issues were covered in all of the interviews; and, whilst providing guidance in the conducting of the interview, the aide memoire still permitted the kind of flexibility required for the interviewer to respond to the emerging 'world view' of the informant as well as new ideas on the topic (Merrriam, 1988, p.74). Hence, the type of interview adopted in the study conformed to the notion that an interview may be construed as a "conversation with a purpose" (Maykut and Morehouse, 1994, p.79).

Throughout all of the interviews, cognizance was taken of Woods' (1992, p.372), enumeration of the skills which are necessary to ensure that the interview is as productive as possible. These include active listening, which demonstrates that the interviewer is hearing, reacting, and occasionally constructing

interpretations; focusing, or keeping the interview on the subject; explicating where material is incomplete or ambiguous; and checking for accuracy by pressing points, rephrasing and summarising. In this way, the researcher became a partner with the informant, with both of them working together to "get the story straight" (Wilson and Hutchinson, 1991, p.270). The decision to employ semi-structured interviews was therefore determined by the need to probe as deeply as possible into the individual's subjective experiences of the phenomenon in question. The use of semi-structured interviews also facilitates access to events which cannot be observed directly because of the retrospective nature of the study (Burns, 1994, p.280).

The interviews were tape-recorded with the consent of the respondents and notes were also taken during the conversations in order to capture the things that the tape recorder was unable to record and which are necessary to further enhance the sense which the researcher makes of the interviewee's perspective (Maykut and Morehouse, 1993, p.99). The recorded interviews were then transcribed verbatim by the researcher on the grounds that the verbatim transcription of interviews provides the best data base for analysis (Merriam, 1988, p.82), and that involvement in the actual process of transcribing would bring the researcher closer to the data. Transcribing the interviews verbatim was also considered important to enable the use of quotations in the descriptive and analytical sections of the dissertation for, as Ruddock (1993, p.19) has indicated, "some statements carry a remarkably rich density of meaning in a few words". The use of quotes also made it necessary to develop a system of codes in an attempt to maintain the anonymity of those people who were interviewed. To this end, each interviewee was assigned a code relating to whether the person was a negotiator for the employer, a member of the School Council, a staff negotiator, or a union official. Accordingly, throughout the remainder of this dissertation the code ER is used to refer to an employer's

representative. C refers to a member of the School Council. SR applies to a staff representative, and TU designates a trade union official.

A copy of the transcript was sent to each respondent with an invitation to make any amendments considered necessary to enhance the representation of individuals' positions. At the end of this procedure the transcripts were ready for analysis.

Document Analysis

The second major technique employed for data collection was document analysis. Goetz and LeCompte (1984, p.153) have used the term 'artifact' to describe the assortment of written and symbolic records which have been kept by the participants in a social group. Such artifacts, as Merriam (1988, p.109) has indicated, have both limitations and advantages. In view of the fact that they are generated independently of the research, artifacts can be fragmentary and may not fit the conceptual framework. However, their independence from the research agenda can also be considered an advantage because they are thereby non-reactive. As such, they are a product of a given context and are grounded in the 'real world'. This characteristic makes it likely that an analysis of a diversity of artifacts will help to develop insights relevant to the research problem.

The artifacts used in the study were exclusively printed material of various sorts. In this connection, Borg and Gall (1989, p.813) have made a useful distinction between 'intentional documents' and 'unpremeditated documents'. According to this classification, intentional documents are those which serve primarily as a record of what happened, whereas unpremeditated documents are intended to serve an immediate purpose without any thought given to their future use in the recording of an event. For the function of investigating the process of enterprise bargaining at the school, it was possible to obtain in the

first category of documents, *inter alia* , the agendas and minutes of enterprise bargaining meetings and whole staff meetings, draft enterprise agreements, and the Headmaster's monthly reports to the School Council. Located in the second category were documents such as personal memos, the Headmaster's letters and memoranda to staff, and communiques from the Headmaster to the employers' organisation, AISWA. Collectively, the documents not only provided a detailed account of the sequence of events that occurred during the process of enterprise bargaining at the School, but also "indicated people's sensations, experiences, and knowledge which connote opinions, values and feelings" (LeCompte and Preissle, 1993, p.216).

VALIDITY AND RELIABILITY

In spite of the multiplicity of data sources and the necessary rigour involved in the collection and analysis of data, qualitative research has various pitfalls. Rist (1980, p.8) has been extremely critical in his assertion that ethnography, in particular, is "becoming a mantle to legitimate much work that is shoddy, poorly conducted, and ill conceived". The traditional criticisms of the research design adopted, which is predicated on a concern for the essence of social life as perceived by the actors themselves, are easy to identify. The first charge relates to the subjectivity and bias of the researcher and the difficulty of preventing these orientations from impinging on the data being collected. Accompanying this reservation is the concern expressed about the presence of the researcher in the field affecting interpretations of the phenomenon under study which could seriously distort the conclusions drawn.

Another frequent anxiety relates to the alleged lack of generalisability of such research, or the extent to which the findings of the study hold up beyond the specific research subjects and the context involved. These concerns reflect an underlying belief that the methods of the 'interpretive' researcher do not

contain the precision of quantifiable measurement and experimentation that provide the hallmarks of the positivist approach. For the positivist, "unambiguous and precise, rigorous quantitative research reduces subjective influences and minimises the way in which information might be interpreted" (Kincheloe, 1991, p.129). At the same time, however, qualitative research of the type outlined in this dissertation has its own techniques for ensuring 'trustworthiness'. In particular, it has procedures for enhancing the validity and reliability of studies.

Internal validity deals with the question of how the findings of a study capture reality (Merriam, 1988, p.166). Reality, according to a symbolic interactionist understanding, is not an objective phenomenon but is, on the contrary, defined by individuals within any given situation. It is therefore incumbent upon the researcher to demonstrate that what is presented in the final report is an honest portrayal of how the informants perceive their roles and experiences within the enterprise bargaining process. Lincoln and Guba (1985) have provided a useful framework for describing the aspects of the research agenda which serve to promote this goal. To begin with, there is more than one method of data collection. In this study the combination of in-depth, semi-structured interviews and the close analysis of relevant documents required that the investigation of enterprise bargaining at the school level was approached from different points of view and was more likely to eventuate in a holistic understanding of the phenomenon. This technique of 'triangulation' is particularly appropriate for a case study which is seeking to respond to the multiplicity of perspectives present in a highly complex social situation (Cohen and Manion, 1989, p.277), and is therefore an especially desirable approach to adopt in an investigation of the process of enterprise bargaining.

Another practice which promotes the internal validity of the study is 'member checking'. This is the procedure of taking data and interpretations back to the

people from whom they were derived and asking them if the results are plausible (Merriam, 1988, p.169). If a recognisable reality has been produced in the view of the research participants, the trustworthiness of the work is enhanced. To this end, key informants in the study were consulted about the concepts as they emerged from the analysis of the data so that their validity could be corroborated. Further validation of theoretical findings was sought by means of peer examination.

Reliability refers to the capacity for the study's findings to be replicated. In other words, if the study were to be repeated, would the same results be generated? Reliability is based on the assumption that there is a single objective reality which can be observed, known and measured. It is, however, a problematic concept when applied to a study which is founded on the premise that reality is, in contrast, a function of personal interaction and perception. Research on enterprise bargaining, which inevitably involves different interpretations of reality and is, by its very nature, highly contextual, leads to the formulation of studies of this type. Accordingly, within the present study of enterprise bargaining it was deemed appropriate to adopt Lincoln and Guba's (1985, p.316) notion of 'dependability' rather than the traditional positivist term of reliability.

To adopt the notion of dependability demands that the objective reader should concur with the research findings, taking into consideration the data collected. The main technique used to enable the dependability of results is the 'audit trail'. This allows the researcher to take the outsider through the work from the beginning to the end so that the process by which conclusions have been drawn is made apparent. People are thereby able to judge the dependability or trustworthiness of the outcomes (Maykut and Morehouse, 1994, p.146). According to Lincoln and Guba (1985, p.319), an audit trail "cannot be conducted without a residue of records stemming from the inquiry". Therefore,

in keeping with audit requirements, the following information has been collected from the present study : raw data, such as interview tapes, transcripts and written field notes; data reduction and analysis products, such as write ups of field notes, unitised information on report cards, and theoretical memos; and data reconstruction and synthesis products, such as integrative diagrams connecting categories. It will be noticed that the audit trail categories are those originally identified by Halpern and also adopted by Lincoln and Guba (1985, p.319).

Finally, the matter of external validity needs to be given consideration. External validity has been defined as the degree to which a researcher's observations can be accurately compared to other groups (Kincheloe, 1991, p.135). Given that the aim of the study is to understand how the process of enterprise bargaining is dealt with according to the subjective meanings constructed within a particular situation, the production of generalisable knowledge is not appropriate. Indeed, it could be argued that all exercises in enterprise bargaining for agreements are unique to their respective settings, making it impossible to transfer findings from one situation to another. Therefore, because circumstantial uniqueness is a major characteristic of an enterprise bargaining study, the traditional notion of external validity is rendered meaningless.

Another way of viewing external validity is by means of reader or user generalisability. According to this proposition, it is up to the reader to decide the extent to which the study's findings relate to his or her own situation. In this sense, the researcher is attempting to facilitate the reader's own analysis rather than deliver generalisable statements (Burns, 1994). In order to enhance the possibility of this kind of generalisability, it is imperative that the study provides a rich, thick description of the phenomenon in question. Readers' judgements about the appropriateness of transferability of findings to other contexts are thereby based on sufficient information. To this end, Chapter Five

of this dissertation presents the 'thick description' which serves to contextualise the theoretical propositions of the study.

DATA ANALYSIS

The following section considers the grounded theory approach to data analysis and provides an explanation of its appropriateness in the context of the research agenda. This is followed by an account of how grounded theory methods were utilised to analyse the data collected for the present study.

Grounded theory is a "general methodology for developing theory and is grounded in data systematically gathered and analysed" (Strauss and Corbin, 1994, p.273). It was originally developed by Glaser and Strauss in the early 1960's at the University of California in San Francisco. Grounded theory has emanated from a tradition which was forged from two major influences; the theory of G. H. Mead, and the work of the 'Chicago School' of Sociology which was preeminent during the 1920's and 1930's (Bogdan and Biklen, 1982). Early seminal works based on grounded theory were produced by Glaser and Strauss themselves (1965; 1968), and there is now an acceptance that grounded theory is perhaps the most precise of the qualitative, inductive methods for developing theory from data.

The lack of research into the processes of enterprise bargaining (Fells, 1995b), especially at the school level, means that there are many categories and properties of the phenomenon yet to be identified. Grounded theory methods of data analysis are particularly suited to this task. They offer a systematic approach to collecting, organising, and analysing data from the empirical world in question. They also constitute an approach to theory development based on the study of human conduct and the contexts and forces which impinge on human conduct (Chenitz and Swanson, 1986, p.14).

The constant comparative method of data analysis, which is fundamental to grounded theory modes of analysis, was used in this study (Strauss, 1987). Analysis progressed through the stages of open and axial coding (Strauss, 1987; Strauss and Corbin, 1990). Also in keeping with grounded theory modes of analysis, data collection and analysis were undertaken simultaneously (Strauss and Corbin, 1990). In this way, the study's substantive theory was generated. The process was further facilitated through 'theoretical sampling' (Strauss and Corbin, 1990), building categories, writing memos, and drawing diagrams (Strauss and Corbin, 1990). Some examples of the process will now be considered in terms of the two main types of coding that were conducted.

Open Coding

The first stage of the analytical process was to gather all the documentary data together and organise it chronologically. Data were simultaneously read thoroughly and appropriate notes, comments, observations and queries were made. This exercise amounted to open coding or the "unrestricted coding of the data" (Strauss, 1987, p.28), with the aim of producing concepts which fitted the data. The rudimentary system of concepts developed according to this procedure served to inform the interviewing process by enabling a degree of theoretical sampling. Likewise, the first interviews and accompanying field notes were provisionally analysed before progressing to the next interviews.

The analysis of an interview began with its transcription. Theoretical memos were used to document rudimentary thoughts as they occurred. These memos enabled the recording of hypotheses which were compared, verified, modified, or changed as new data became available (Corbin, 1986, p.108). The memos were typed into the computer. Each memo was identified by interview number, code name and date.

The following theoretical memo, written after the fifth interview, is an example of what was undertaken:

5th January 1996
Theoretical Memo
End of the enterprise bargaining process

Interview 5 dated 5.1.96

The respondent was euphoric when agreement was reached, although he recognised that it is based on consensus and not everybody will be happy. This seems to indicate a degree of *pragmatism* about the outcome. He also claims to have *learned* from the process that assumptions cannot be made. The process was also a helpful *intelligence* of the way people perceived they were being treated within the School. The whole process of enterprise bargaining has been regarded as a *learning experience*.

After the transcribing process, the interview was re-read several times to identify major concepts contained in the transcript. The data were coded by writing into the margins of the hard copy of each interview. Incidents and facts were marked with the use of a highlighter and rewritten in the form of a concept. This process is demonstrated by the following example of open coding from the fourth transcribed interview:

Cross-interview analysis was then undertaken to locate those concepts relating to phenomena which occurred regularly within the interviews and to make comparisons with those concepts that had already emerged from the other documents. In this way, the concepts underpinning most of the data began to be developed.

Thirty four substantive concepts were identified. They were recorded on separate index cards and elaborated according to situational factors. In this regard, Strauss and Corbin's model (1990) or 'coding paradigm' for developing concepts - causal conditions, contextual conditions, intervening conditions, action/interactional strategies used to deal with the phenomenon, and consequences - served as a useful point of reference. The coding of the substantive concepts was refined by referring back to the data and making comparisons between them.

Axial Coding

The next stage in the process of data analysis was to condense the concepts into categories. Strauss and Corbin (1990, p.96) have called this process axial coding because its main purpose is to put the data which has been fractured by open coding, back together again in new ways by making connections between a category and its sub-categories. This was accomplished by comparing the information recorded on the index cards to ascertain which substantive concepts fitted together. For this purpose, cognizance was again taken of Strauss and Corbin's (1990, p.97) 'coding paradigm'. According to this approach, theoretical memos are used to conceptualise how the open codes relate to each other in the data. To give an example from the present study, the category 'Headmaster's leadership' was identified and described in terms of the context within which leadership was exercised, the conditions that gave rise to the leadership, the strategies by which leadership was implemented, and the

consequence of those strategies. This is demonstrated by the following theoretical memo.

Theoretical Memo
Headmaster's leadership

Causal conditions

New educational context

Phenomenon

Headmaster's leadership

Properties of new educational context

Explicit negotiation
learning,
Different configurations of decision making
Micro-political implications

Specific dimensions of Headmaster's leadership

opportunism, initiation, research,

standard bearing

Action/interaction strategies for Headmaster's leadership

Reassurance, communication, information sharing
responsiveness, pragmatism

Consequences for school community

Commitment and involvement of parties in enterprise bargaining process

The in-depth analysis that was undertaken of the category named 'Headmaster's leadership' enabled some of its properties and dimensions to be identified. Various conditions, strategies and consequences associated with such leadership were also identified.

The process of axial coding was supplemented by employing three further techniques. First, integrative diagrams were used as visual representations of analytic thinking. They were helpful in trying out and demonstrating conceptual linkages (Strauss and Corbin, 1990, p.198). A second technique was the use of the literature in order to locate categories and discover what had already been

said about them (Strauss and Corbin, 1990, p.50). Reference to the literature at this point helped to develop 'theoretical sensitivity' or "the attribute of having insight, the ability to give meaning to data, the capacity to understand, and capability to separate the pertinent from that which isn't" (Strauss and Corbin, 1990, p.42). The final adjunct to axial coding was the employment of 'member checking'. In other words, emergent categories were taken back to key respondents and they were asked if the interpretations made were plausible.

The third type of coding used by grounded theorists, namely, selective coding, was not utilised. This type of coding is necessary in a 'pure' grounded theory study. Here, the concern is with 'discovering' a core social-psychological problem and a corresponding social-psychological process. However, in the case of the study reported in this dissertation, the concern was with answering the central research question: how, in an attempt to reach an enterprise agreement for its teaching staff, the process of enterprise bargaining has been dealt with in a Western Australian independent school? The employment of open and axial coding was sufficient for the development of three propositions relating to this central question.

The first proposition, which is the focus of the first set of theoretical findings for the study, asserts that the process of enterprise bargaining at the School was dealt with according to a sequence of clearly identifiable stages. The second proposition contends that the process which led to the enterprise bargaining agreement was dealt with by all parties maintaining trust in each other throughout. The maintenance of this trust was facilitated by, and reinforced by, the maintenance of a communication network. This network allowed parties to be able to communicate with each other at all times even, if through a third party, and allowed trust to be rebuilt when it broke down. The third proposition contends that the process which led to the enterprise bargaining agreement was dealt with by the Headmaster creatively employing his leadership qualities in a

manner which maintained the involvement of all parties throughout. Each of these propositions is considered in detail in Chapters Five, Six and Seven of this dissertation.

CONCLUSION

This chapter has described the theoretical underpinnings of the research enterprise and explained how they have informed the focus of the enquiry. The unit of analysis has also been identified with a rationale for its selection. The chapter has examined the methods of data gathering used in the research process and there is an elucidation of the provisions made to promote the validity and reliability of the study. The chapter concluded with an explanation of how grounded theory methods were used to analyse the data. The next chapter, Chapter Four, now provides a contextual framework within which the main theoretical findings outlined in Chapters Five, Six and Seven, need to be considered.

CHAPTER FOUR

THE CONTEXT OF ENTERPRISE BARGAINING AT THE SCHOOL

INTRODUCTION

This chapter illuminates the context which provided the setting for the process of enterprise bargaining as it occurred at the school site. Context is taken to refer to the factors both past and present, external and internal, that have helped to create the environment within which the research school operates. It is this environment that has shaped the beliefs, values, perspectives and motivations which have been brought to bear on enterprise bargaining and therefore influenced its outcomes. First, a brief description of the administration of schooling in Western Australia is presented according to government and non-government sectors. Having established the broader background, the second section of the chapter describes the research school both from a historical perspective and its contemporary profile. The third section of the chapter presents an elucidation of the response orchestrated by the non-government schools sector to the new regime of industrial relations prior to the research school making a commitment to the single enterprise agreement contractual pathway. Finally, the 'players' in the School's enterprise bargaining process are identified.

THE ADMINISTRATION OF SCHOOLING IN WESTERN AUSTRALIA

Under the Australian Constitution, education remains a residual constitutional power of the States and Territories. According to this arrangement, it is the responsibility of the States' and Territories' respective Ministers for Education to provide schooling for all young people between the ages of 6 and 15 years. To this end, public funds are made available by the States and Territories to both

government and non-government schools. Government schools tend to rely on further contributions from their communities whilst non-government schools are dependent to a much greater extent on student fees. However, although State and Territory Ministers for Education have responsibility for all school education in their respective jurisdictions, the important role that the Commonwealth of Australia performs in relation to the broad purposes and structure of schooling (Chapman, Froumin, and Aspin, 1994, p.6) should not be overlooked. This observation appears more pertinent when it is acknowledged that the Commonwealth of Australia helps to resource school education by means of grants to State governments, systems of non-government schools, and independent schools.

The Government Sector of Schooling in Western Australia

In common with the rest of Australia, schooling in Western Australia operates within two basic sectors: the government sector, and the non-government sector. According to Helm (1979, p.224) two significant periods, coinciding with economic prosperity, contributed to the expansion of public education in Western Australia and, in particular, to the progression of secondary schools. The first period was between 1903 and 1929, which culminated in the establishment of a comprehensive system of primary and secondary schools across the State. A second period of development occurred from the 1950's onwards, during which time the coeducational, comprehensive high school became the model for secondary education. By this time, government schools in Western Australia were organised within a large, bureaucratic system with a high degree of centralised control designed to promote equitable treatment of members of the teaching service as well as equitable distribution of resources to schools. In response to a diversity of social, economic, political and managerial considerations, the efficacy of the old, bureaucratic model of a school system was seriously challenged with the election of a reformist Labor government in

1983 (Goddard, 1992, p.88). The new government immediately initiated an enquiry into education which resulted in the "first phase in the shift toward 'better' secondary schools for Western Australia" (Robertson, 1993, p.123).

The 'shift' was manifested in the publication of the Beazley Report (1984). Emerging from the Report's recommendations was the attempt to reconstruct the lower secondary school curriculum, with the implementation of the 'unit curriculum' in 1987. Nevertheless, as Robertson (1993, p.124) has asserted, curriculum change needed to be set against the background of more dramatic change that was affecting the very infrastructure of the State's education system. This reformist agenda was given further expression by the release, also in 1987, of the document, Better Schools in Western Australia: A Programme for Improvement (Western Australian Ministry of Education, 1987). Concomitant with the general trend towards educational restructuring which was apparent throughout Australia as well as at the international level, the report was instrumental in defining the parameters for reform within the Western Australian context. As O'Donoghue and Dimmock have stated (1996, p.75), it "set out the plan for a more devolved, school-based management system with the overall intention of maximising effectiveness as indicated by the achievement of goals and the economic use of resources". These reforms were to be effected by means of school-based decision-making groups, performance monitoring, and school development planning. It could therefore be claimed that "the school rather than the system was to be the primary unit of change" (Chadbourne, 1992, p.63).

In 1990, an industrial agreement between the Ministry of Education and the State School Teachers' Union of Western Australia launched the implementation of the first phase of the devolution process in the State over a period of five years. Furthermore, the change in 1993 from a Labor to a Coalition government in the State perpetuated a commitment to the devolution

of education. Perhaps it was inevitable that the attempt to transform a highly centralised system of education to one which emphasises school-based self-management would encounter difficulties (Burnside, 1992; Chadbourne, 1992; Robertson, 1993). In particular, there has been some suspicion felt by teachers and union leaders towards devolution when it is connected to award restructuring (Angus, 1991). From this perspective, the devolution agenda may be viewed as a means to reduce central services and introduce cuts in expenditure. On the other hand, from the employer's outlook, the objectives of flexibility and increased productivity which underpin award restructuring endorse the pursuit of school improvement according to the devolution of management from central office to the school site. The acceptance by unions of enterprise bargaining principles offers another incentive to promote local initiative (Angus, 1991, p.118).

A clear indication of future directions in the State's educational policy is evident in the Education Department's 'strategic plan' for 1996-1998 (Education Department of Western Australia, 1995) which maintains the commitment to the process of devolution. The strategic plan identifies five issues (p.6) which are believed to be crucial to the future success of the government school system, namely, curriculum responsiveness, flexibility in schooling, staff professional and working relationships, resource management, and assuring quality in education. A series of objectives has also been determined for each issue along with the relevant actions and targets that are intended. Of significance in connection with the study reported in this dissertation is the reference to enterprise bargaining. One of the actions which has been identified in order to improve staff professionalism and working relationships in schools is to:

> Negotiate and implement specific agreements within an enterprise bargaining framework which facilitate work-site decision making and improvements to conditions of employment, and to make the necessary amendments to structures and awards to support these changes. (p.13)

It seems, therefore, that industrial relations reform is envisaged as one means of promoting future quality within the government schools sector of education

The Non-Government Sector of Schooling in Western Australia

The strong trend towards devolution which has been evident in the government sector of education has not been a feature of management in the non-government school sector because it is already decentralised. This sector in Western Australia comprises two main groups: 'systemic' schools, which are groups of schools administered by a central organisation, and 'independent' schools each of which is a separate entity. Most independent schools are self-administered and nearly all are of 'incorporated' status. Within the first category of systemic schools, and the largest group in terms of numbers of schools and enrolments, is the Catholic Education Commission. The Commission was originally set up in 1971 by the Conference of Bishops and major Superiors of Religious Orders in order to assist Catholic school boards with their planning, employment of staff, and financial operation. The Catholic Commission functions according to a mandate and terms of reference which are issued by the Bishops of Western Australia, hence, the Commission is responsible to them. The Catholic Education Office is the executive branch of the State's Catholic education infrastructure. It provides advice and service to Catholic schools and implements policy decisions of the Commission. It also negotiates arrangements with governments and other agencies and in this capacity it has represented the employer in enterprise bargaining negotiations with employees. There is also a relatively small number of Catholic schools in Western Australia which are independent of systemic schools and are owned and governed by religious orders.

Another smaller group of systemic schools existing in Western Australia is the Anglican Schools Commission which was instituted in 1985 by the Perth

Diocesan Synod of the Anglican Church of Australia. The Commission's principal responsibility is to establish new Anglican schools, giving priority to a low fee-paying arrangement. Since its inception the Commission has founded or acquired four schools located in developing areas, each one of which is known as an 'Anglican Community school'. These schools are owned by the Commission and operate under its policies. They also have their own school councils which are governing bodies overseeing the operations of the school within a budget approved annually by the Commission.

Amongst the self-administering non-Catholic independent schools in the State, by far the greater number are denominational (Leinster-Mackay and Adams, 1979, p.183). Many of these schools are Christian, including seven which are of Anglican foundation, but the diversity of philosophy and practice of the independent sector is demonstrated by the existence of Jewish, Muslim, and Aboriginal schools. In addition, some other independent schools are based on educational philosophies such as those of Montessori or Steiner.

Two organisations within the independent schools sector are worthy of mention because of their relevance to the context of enterprise bargaining at the school which is the focus of the study reported in this dissertation. First, there is the Association of Independent Schools of Western Australia (AISWA) which was formed in 1962 "to articulate the efforts of individual schools in educational matters" (Leinster-Mackay and Adams, 1979, p.185). AISWA was registered as an employers' organisation under the Industrial Relations Act, 1979 and has "facilitated information sharing, discussion and policy development between employers in an established industrial context" (Western Australian Industrial relations Commission, 1995a). AISWA, however, is an advisory body and, as such, is unable to dictate policy to schools. In 1994, AISWA represented ninety seven schools (AISWA, 1996, p.6). The second organisation is the Public Schools Association (PSA) which was originally created in 1905, solely for the purpose

of facilitating inter-school sport. It is therefore not intended to be a system enabling member schools to act in unison on industrial matters. The PSA now has a membership of seven independent boys' schools.

THE RESEARCH SCHOOL IN HISTORICAL PERSPECTIVE

The independent school that was selected for the research reported in this dissertation is located in the metropolitan area of Perth. Its catchment area embraces the affluent western suburbs of the city, although students are also accepted into the School as boarders from throughout Western Australia and abroad. The School was founded during a period of great development in non-Catholic independent schools, namely, 1907-1917 (Leinster-Mackay and Adams, 1979, p.183), and was opened at the beginning of 1910 as an independent boys' preparatory school under the aegis of the Diocesan Trustees of the Church of England. For the first few years of its existence the School operated as a preparatory school largely on behalf of Guildford Grammar School which was also administered by the Diocesan Trustees of the Church of England. During this time, enrolments gradually increased and boarders were accepted.

With the establishment of the Council for Church of England Schools in 1917, the School was raised in status from preparatory school to university junior examination level, and was to be jointly administered with Guildford Grammar School by the Council. Nevertheless, the School was left without any representation on the Council, a situation which remained in force until 1920. During this phase of the School's history its future appeared to be in jeopardy. Indeed, the Council was reluctant to give its full support to the School until 1930, after which time some expansion, at least in the short term, did occur. This progress proved to be temporary because of the onset of the depression in the 1930's which had a particularly profound impact on the School. Confronted with the problem of operating two schools under circumstances of great

austerity, the Council decided to give priority to supporting Guildford Grammar School. Consequently, it was proposed that the boarding component of the School should be abandoned and that it should also revert to preparatory school status. In fact, neither of these proposals was ultimately implemented, largely because of the resourcefulness of the school community. Nevertheless, the stability that the School was evidently seeking to achieve at this stage was further inhibited by the Second World War, imposing as it did even greater financial restrictions.

It may be contended that the major watershed in the School's history eventuated in 1950. It was in this year that a Commission was appointed by the Archbishop to investigate the prospects of the secondary schools owned by the Diocese becoming self-supporting. Its recommendation was that the Council for Church of England Schools should be replaced by autonomous councils for each of the schools which had been under its jurisdiction. It was, therefore, the establishment of the School's own Council in 1951 that provided the operational discretion to enable the significant growth and modernisation which have characterised the School's development since that time. Indeed, a manifestation of this expansion was the burgeoning of enrolments from 250 in 1951 to 850 in 1967; the present number of 1,240 was attained by the nineteen nineties.

THE SCHOOL FROM A CONTEMPORARY PERSPECTIVE

In order to present a comprehensive picture of the contemporary research school, it has been examined according to its constituent elements, the consideration of which helps to provide insight into the process of enterprise bargaining that occurred. Accordingly, this section of the chapter has been divided into the following sub-sections; infrastructure, the school 'family', the student body, curriculum, governance and management, and the nature of teachers' work.

Infrastructure

Perhaps the most tangible evidence of the School's recent development has been the rapid expansion of its physical plant, especially since 1967. In that year a major building programme was implemented which was sub-divided into four projects, namely, the building of new boarding facilities, the construction of a school chapel, the establishment of a new physical education centre together with swimming pool, and the inclusion of a further teaching and administration block. Upon the completion of this building plan, the improvement of facilities on the main campus continued with the addition of a new boarding house in 1981, a new preparatory school building in 1986, a four million dollar science block in 1990, and a staged redevelopment of the senior school which incorporated an extended computing centre, in 1993. The School's facilities also include off-campus playing fields as well as an outdoor education centre located south east of Perth.

The School 'Family'

Beyond the community of staff and boys it is possible to distinguish three further organisations which represent vital components of the School's overall structure. First, there is the School Council or the Governing Body. The Council comprises twelve members who are drawn from Church, parent and community sources. One is nominated by the Archbishop, three are elected by Synod, two are nominated by the Diocesan Council, three are elected from the Old Boys' Association, and two by the Council. In simple terms, the School Council has responsibility for overseeing the operations of the School, monitoring its progress and development, and planning capital development. Secondly, there is the Parents' Association which aims to foster and promote the welfare of the School, and to cooperate with the School Council, the

Headmaster and the Old Boys' Association in working towards that end. The Parents' Association's fund raising activities are an important source of revenue for a variety of school projects. Since 1990 the Association has also provided a staff professional development scheme. The 'Mothers' Auxiliary' is a sub-committee of the Parents' Association and runs the canteen and clothing service. Finally, the Old Boys' Association, formed originally in 1917, contributes much to the development of the School. As with all such associations, the binding together of former students of the School can generate loyalties which span several generations.

The Student Body

The School caters for boys in the age range of six to eighteen and is academically non-selective. More than 160 boys board at the School. Their ages range between ten and eighteen and they come from country areas, from other States and from overseas. The composition of the student body has become more ethnically diverse than was the case in former years. A particular feature of this trend has been the increase in the number of Asian students attending the School both as day boys and boarders. As far as boarding is concerned, many South East Asian families seem to be attracted to the School because of Perth's geographical proximity and the School's reputation for educational standards. Consequently, the School is officially registered with the Department of Education to take fifty overseas students who are accommodated as boarders. Currently there are overseas students at the School from Thailand, Malaysia, Hong Kong, Indonesia, Singapore, Korea, Japan, and Brunei. Nevertheless, the majority of the pupils can be described as being from anglo-saxon background.

The Curriculum

In the preparatory section of the School, all boys follow a primary curriculum which focuses on ten key learning areas. In the first three years of senior school

the academic curriculum is structured according to core and optional subjects within a conventional faculty-based framework. Each academic specialist area is the responsibility of a Head of Department. Upper school courses and certification are controlled by the Secondary Education Authority which is a statutory body responsible to the Minister of Education. Although attempts have been made to diversify the upper school programme, it is predominantly directed at tertiary entrance.

In keeping with the traditional emphasis that independent schools have placed on the provision of a 'liberal' education, academic pursuits are balanced by a comprehensive programme of co-curricular activities. An integral component of the School's co-curricular arrangement is outdoor education which is based at a fully staffed, self-contained outdoor education centre located away from the main campus. Boys from year five to year ten participate in the outdoor education programme which culminates in an expedition for the entire year ten cohort to the south west of the State and is planned by staff in collaboration with boys. Compulsory sport is another vital element of the co-curricular domain, requiring two after-school training sessions per week and inter-school matches on Friday afternoons for lower school, or Saturday mornings for upper school. The School's membership of the Public Schools Association facilitates competition between schools in a variety of sports. More recently, a diverse schedule of Friday afternoon activities for years ten and eleven has been introduced which includes the option of serving in the School's cadet unit.

In a school which is ostensibly based on Christian faith and principles, it is axiomatic that the pastoral curriculum should be awarded high priority. The infrastructure of pastoral care at the School is the House system. In the senior section, this comprises ten Houses, each of approximately ninety boys, two of which are Boarding Houses. Within each House there are five tutorial groups of sixteen to nineteen boys from years eight to twelve. Allocated to each tutorial

group is a Tutor who also acts as the first point of contact between home and the School. A Head of House is responsible for the management of each House. There is also a Chaplain and two school Counsellors who are available for counselling of a more confidential nature.

The Governance and Management of the School

In its governing capacity, the School Council appoints the Headmaster who, subject to that body's approval, manages the School, its staff, and its academic, pastoral, disciplinary, and co-curricular programmes. The Headmaster submits a comprehensive monthly report to Council which deals with such issues as enrolment projections, educational, pastoral and industrial matters, developments on the staff, and major events. Although the powers of governance bestowed upon the Council by the Constitution are significant, the day to day running of the School is left to the Headmaster and his staff. Consequently, although the Council has the authority to direct, in practice, it usually adopts the role of mentor. From this perspective, the function of the Headmaster in relation to the Council is considered to be that of 'managing director'. In 1993, at the beginning of the enterprise bargaining process at the School, the Headmaster had been in the position for five years.

Meetings of the full Council occur once a month and annual reports are made to Synod. In the interests of administrative expediency, Council is divided into three sub-committees dealing with buildings and grounds, finance, and education respectively. The Headmaster and the Bursar attend all meetings of the Council but do not have voting rights. Other personnel such as the Deputy Headmaster and the Headmaster of the preparatory school attend certain sub-committees. According to the School's 'constitution and rules', it is the School Council's prerogative to fix the scale of fees for day boys and boarders. It also approves the payment of accounts and the collection of monies owing to the

School. In the context of enterprise bargaining, it is particularly pertinent that salaries and employment conditions need to be approved by Council. The School's books and accounts are audited annually by Diocesan auditors. In 1993, the School's operating budget was $10 million. It is therefore crucial that Council sets a balanced annual budget to meet all annual expenses, including proper and adequate provision for retirement of current buildings and their replacement. Recurrent income derives from fees, State and Commonwealth grants and subsidies, interest and donations. Recurrent expenditure covers annual operations of the School, including salaries and wages for two hundred and twenty full and part-time employees, approximately one hundred and twenty of whom are on the teaching staff. The real value of government per capita grants is continuing to decline as a proportion of recurrent income. For example, in 1987 fees were 72.4 per cent of gross income compared to 79.3 per cent in 1992. In 1987, government funding represented 25.2 per cent of income but fell to 18.2 per cent in 1992. However, expenditure ratios have remained constant. In 1987, 67.2 per cent of recurrent income was expended on teachers' and others' salaries. In 1992, these costs represented 70.5 per cent of recurrent income. The School's financial stability may be illustrated by a relatively low debt load. In 1987, debt servicing accounted for 4.2 per cent of recurrent income. By 1992 this proportion had fallen to 1.6 per cent, which is well below the national average for equivalent schools. Fee increases are kept to a minimum and apply equally to most year levels.

One of Council's principal functions is planning. As a matter of course, educational and physical developments are planned by the School Council according to an annually reviewed 'master plan'. However, in 1993, Council decided to take a longer-term view in order to focus on the challenges facing the School over the following decade and to develop a strategic plan which would encompass as many different aspects of the School as possible. This decision was, perhaps, a corollary of attempts made apparent in the restructuring of

education to introduce corporate management approaches to the running of schools. Indeed, the value of strategic planning had received a good deal of attention at the inaugural conference of the Boards of Governors of Independent Schools of Western Australia in 1993 (White, 1996, p.388). Accordingly, the students' programme in the most holistic sense, involving staff, parents and families, former students, management, Council, physical facilities, finance and fund raising, marketing and public relations, were all identified as dimensions of the School which would be scrutinised as the first stage towards the development of a strategic plan. With the assistance of an educational management consultant, the School Council invited representatives from the parent, 'old boy' and teaching staff fraternities to contribute to a planning workshop. After a process of further consultation with the school community and the refining of ideas, it was possible for a planning team to develop a comprehensive statement of strategic planning goals by the end of 1993 which was intended to provide the broad direction to be adopted by the School into the twenty first century.

While it may be asserted that the School Council is concerned with policy and oversight functions, responsibility for the day to day operation of the School is the province of the senior management team. Otherwise known as the 'executive', the senior management team meets regularly and is chaired by the Headmaster. In 1990, the 'executive' was restructured in order to give focus and clarity to respective roles. Apart from the Headmaster, the revised configuration of the 'executive' comprises the Deputy Headmaster who is responsible for the running of the senior school on a daily basis and the coordinating of the system of pastoral care; the Dean of Studies who oversees the planning and management of the academic programme, and of assessment, reporting, and liaison with the appropriate external educational authorities. He is assisted by an Assistant Dean of Studies. The Senior Master is responsible for the cultural, physical, and social welfare of pupils through the coordination of the cocurricular

programme. Membership of the 'executive' is wider than the senior management team and also includes the Headmaster of the preparatory school, the Bursar, and the Director of the Foundation.

A committee known as the 'Foundation'. was first established in 1985 to assist Council in the goal of securing the School's independence and developing its facilities. To this end, the 'building fund', derives income from tax deductible gifts from parents, 'old boys', and friends of the School, and helps with the construction and renovation of school buildings and facilities. By means of the 'trust fund', which obtains its income from a foundation fee paid when each student enters the School, the Foundation generates income to help finance a wide variety of projects. The control and management of the Foundation is vested in a board of trustees acting in consultation with the Headmaster and School Council.

Teachers' Work

In describing the general nature of teachers' work at the School it is instructive to refer to the Headmaster's statement which was originally written in support of the 'work value case' in 1990. In the category of traditional expectations teachers typically assume a number of responsibilities: the adoption of a teaching load which is comparable to that required in government schools; the cooperation with and observing of programmes relevant to the Christian purposes for which the School was founded; the taking of an active part in pastoral care programmes at least in the capacity of a tutor responsible for a 'tutor group'; the coaching or supervision of co-curricular sport; the supporting, as occasionally requested, of special co-curricular events; the participation in normal rostered duties which are required in the day to day operation of the School. These expectations are defined in letters of appointment issued by the Headmaster to new teachers at the start of their employment, although there are

no specific job descriptions. In addition to the traditional expectations that are made of teachers at the School, the Headmaster also recognises the existence of less formal expectations which are increasingly affecting the role of the contemporary teacher. These further requirements allegedly emanate from the School's perceived need to respond in tune with current societal demands that are manifestly sensible.

The combination of formally stated expectations and the informal expectations which are engendered by parental and community views concerning the proper function of schools has had a significant impact on the labour process of teaching. According to the Headmaster, there are four conspicuous dimensions of the changing nature of teachers' work at the School. To begin with, increased pedagogical demands have been made in pursuit of the teaching of adaptable thinking skills with associated testing. To a far greater extent than in the past, school-based programmes are required to accommodate the higher cognitive processes of analysis, synthesis and evaluation, involving considerable skill in curriculum planning. Recent years have also witnessed an increased responsibility on the part of all teachers for the content and quality of both upper and lower school courses.

In addition, the changing nature of teachers' work has been derived from the external pressures exerted on schools. For example, the nexus that has been emphasised by policy makers between education and the economic prosperity of the nation as a whole has necessitated the school-based development of vocational orientated courses. It has also required a comprehensive provision of career counselling involving the appropriate referral skills, not just by specialised school counsellors but, to an increasing extent, at the level of the tutor and the classroom teacher.

Commensurate with government post-compulsory education retention rate policy, has been the need to manage greater numbers of often unmotivated young people who are staying longer in upper secondary school. Teachers are also expected to accommodate students with special needs who are increasingly joining mainstream classrooms in accordance with government policy on integration.

Another dimension of teachers' work at the School which has burgeoned is the responsibility for pastoral care. Parental expectations that teachers should provide an increasing amount of time for meetings, reporting and counselling have intensified, a corollary of which, is the requirement that the approach taken to such provision should be more expert, particularly when directed at young people living away from home, including those who are enrolled from abroad. Furthermore, the need for teachers to deal with expanding numbers of children who are affected by family, emotional, matrimonial and financial crises have emphasised both the difficulties that are inevitably encountered in the promotion of pastoral care, as well as its vital importance within the ambit of teachers' work.

According to the Headmaster, the final dimension of the changing nature of teachers' work at the School is demonstrated by enlarged decision-making responsibilities relating to the internal management of the contemporary educational workplace which tends to be characterised by a more demanding professional climate than in the past. Operating within such a climate involves, *inter alia*, working on committees to design and implement staff appraisal schemes. Contiguous with the implementation of such appraisal schemes is the need for teachers, acting as appraisers, to make decisions regarding the work of colleagues. The recent onus that the School has placed on school-based professional development has entailed further planning and implementation responsibilities, particularly for those directly involved in the staff-elected

professional development committee. The adoption of a comprehensive co-curricular computing policy has also necessitated decisions relating to the appropriate purchase and use of the most current modifications of information technology.

It was this acknowledgement of the changing characteristics of teachers' work at the School which helped to define the nature of the Advanced Skills Teacher classification, or Senior Teacher position, that was prompted by the national award restructuring agenda and introduced to the school in 1991. The Senior Teacher classification ostensibly rewarded outstanding classroom practice and was strongly supported by the Headmaster and the School Council. In its first year of operation almost fifty teachers at the School were involved in either appraising or being appraised. This process generated much discussion about what constitutes exemplary teaching and was thereby inextricably linked to professional development.

Notwithstanding the conditions that had resulted in an intensification of teachers' work load, staff morale has remained relatively high. One reason for this is the recognition amongst teachers that employment at the School provides intrinsic benefits that may not be available elsewhere. This is particularly true of professional development opportunities which are promoted according to an annual budget allocation of approximately $100,000. Further funding may be obtained from a Parents' Association scheme which supports appropriate projects for both individual staff and subject departments. Indeed, one of the goals for staff, as identified by the strategic plan, was the further extension of professional development, particularly in the areas of pastoral care, interpersonal skills, technology and co-curricular activities. At a more overtly extrinsic level, the School is one of the few of its kind to pay an 'across-the-board' allowance in acknowledgement of the contribution that teachers make beyond what is normally expected in an independent school.

The perception that general conditions of employment at the School are favourable, goes some way towards accounting for a somewhat passive attitude towards industrial organisation. This may be illustrated by the traditionally low union membership of the staff, particularly within the preparatory section of the School. Despite its low profile, the Union's official role has always been acknowledged by the Headmaster and accordingly the School's union representative is consulted as a matter of routine on appropriate issues. Nevertheless, the involvement of the Union in the School's industrial affairs was destined to increase as site-based agreements began to be considered and attempts were made to implement a goal of the strategic plan that the School should be progressive and flexible in developing salary and working conditions. The School's adaptation to a changing climate of industrial relations, however, needs to be viewed against the general response that was made by the non-government schools' sector.

THE RESPONSE OF THE NON-GOVERNMENT SCHOOLS SECTOR TO THE NEW INDUSTRIAL LANDSCAPE

Since salary increases throughout the Australian work force became inextricably linked to productivity by the terms of Accord Mark five in August 1989 (Macpherson and Riley, 1992), it was made imperative that the non-government schools' teaching sector in Western Australia should be involved in the process of award restructuring. Indeed, in compliance with the guidelines provided by the 'structural efficiency principle', it was incumbent upon the ISSOA and AISWA to cooperate positively in a review of the Independent Schools' Teachers' Award of 1976 which was, at the time, the primary industrial instrument setting out minimum salaries and conditions for teachers working in the Western Australian non-government sector of education. In October 1989, a framework for award restructuring was duly accomplished according to the

Agreement for Structural Efficiency in the Independent Schools Teaching Sector in Western Australia. In addition, a consultative committee known as the Tripartite Committee for Independent Schools' Industrial Affairs was established. The committee's objective was to facilitate negotiations emerging from award restructuring, and consisted of representatives from the Union, AISWA, and the Catholic Education Commission. Furthermore, from March 1990 over-award payments, or improvements in salaries defined in the award based on demonstrable increases in productivity, were henceforth to be negotiable at the industry or enterprise level. This prompted the 'work value case'. It represented another employer/employee initiative within the sector, that justified a salary increase of 6 per cent for teachers throughout AISWA schools.

By early 1992 enterprise bargaining principles had been approved by both Federal and State jurisdictions. It was now possible for agreements to be forged between a single enterprise and the relevant union representing the employees. In Western Australia the Industrial Commission was consequently empowered to approve over-award wage increases in return for improvements achieved by the enterprise in productivity and efficiency. This development made it increasingly clear to employer and employee organisations within the non-government sector of education that the Federal and State systems of industrial relations were heading unmistakably in the direction of further decentralisation. Nevertheless, in Western Australia the full scope of further industrial legislation reforms did not become completely apparent until December 1993. In spite of the success that the non-government schools' sector had experienced in its implementation of award restructuring measures up to that juncture, the uncertainty surrounding the pending industrial relations legislation meant that the next stage in formulating a coherent industrial policy for non-government schools was more difficult to achieve.

In May 1993, the ISSOA served a salary claim of a minimum of 4.9 per cent on AISWA. This was prompted, firstly, by the anticipated changes to the State's industrial legislation encompassing the introduction of workplace agreements, but also because it was considered to be a 'flow on' from the 4.9 per cent salary increase which had already been granted to teachers in the independent schools sector of New South Wales. As a result, the ISSOA and AISWA established a joint proposal recommending that the 4.9 per cent should be phased in over three stages within an eighteen month time frame beginning in July 1993. The proposal also included teacher work and community expectation factors providing justification for the increase. However, as the Western Australian legislation, at this stage, did not allow for agreements to be made between a group of independent employers, such as AISWA, and a union, the proposal did not evolve any further. Moreover, some schools were reluctant to commit themselves to a 4.9 per cent salary increase.

The following October a different approach was adopted by the Union in its attempt to serve upon the seven schools belonging to the Public Schools Association (PSA) a draft enterprise agreement which embodied an hourly rate for extra curricular payment. According to this arrangement, the Union did not enter discussions with AISWA but, instead, dealt directly with each of the PSA schools in order to put the issue on the agenda for enterprise bargaining. However, employers were confounded by the Union's decision to use the PSA for industrial purposes and the proposal lapsed as the shifting scene of industrial relations became more constant

By this time the different contractual options being made available by the evolving industrial legislation were coming into focus. Put simply, apart from the award, there were now two alternative arrangements which could be implemented in schools relating to conditions of employment. The first arrangement was an enterprise agreement made between an employer and the

union in conjunction with employees. An enterprise agreement retains the relevant award as the basis for the conditions that apply. The second arrangement, which would become available as soon as the legislation became law, was a workplace agreement. This form of agreement may be concluded between an employer and employees either individually or collectively. A workplace agreement differs from an enterprise agreement in that it overrides the relevant award and does not include the relevant union as a party in the negotiations.

In November 1993, despite the lack of discussion over the Union's claim served on the PSA schools, the industrial relations committee of AISWA resolved to formulate a framework enterprise bargaining agreement which could be used by member schools as deemed appropriate. This documentation was thought to be necessary in order to help member schools feel comfortable about considering enterprise bargaining. It was also believed to be necessary to obviate the possibility of variations in local agreements which might precipitate a 'leapfrogging' of claims amongst independent schools. According to this rationale, by establishing the basis for negotiations, a framework agreement would reduce the potential of a flow-on effect emanating from one school departing from the norm. The first such agreement was devised on the basis of a single enterprise agreement, but was revised in the wake of an alteration to the legislation allowing for a multiple enterprise agreement which could apply to more than one school. Therefore, the second version of the framework agreement encompassed the two options. The industrial relations committee of AISWA had thereby supported the option of schools entering into enterprise bargaining agreements, but simultaneously recognised the prerogative of an individual school to pursue different arrangements, including the negotiating of a workplace agreement.

The Union, on the other hand, had become aware of its members' resistance to workplace agreements and there was also apprehension that some employers could be contemplating this form of employment contract for their schools (ISSOA, 1994, p.1). As far as the Union was concerned the workplace agreement was potentially the most detrimental of the arrangements available to schools because of its capacity to reduce existing conditions of employment (ISSOA, n.d.). For these reasons, the Union sought a formal commitment from AISWA to enter into enterprise bargaining. This commitment was considered to be vital because, as things stood, there was no obligation on the employers to enter discussions of any kind with their employees. As a result of negotiations between the ISSOA and AISWA, a 'Memorandum of Agreement' was formulated in May 1994 which committed both organisations to the process of enterprise bargaining at the individual school level without placing any obligation on either party to an enterprise agreement. There was some confusion at the time amongst schools about whether the 'Memorandum' made enterprise bargaining mandatory or not. In fact, individual schools still reserved the right to make the final decision as to which course of action to take. The 'Memorandum of Agreement' (1994) contained agreed guidelines for schools as to the process of negotiation in addition to a framework enterprise agreement. Significantly, the framework agreement embraced a minimum salary increase of 4.9 per cent. By providing a foundation for the pursuit of enterprise bargaining the 'Memorandum of Agreement' (1994) effectively acted as a catalyst for many schools within the independent sector to proceed with the enterprise bargaining option as opposed to any of the alternative arrangements. One of the schools was that which is the focus of the present study. Accordingly, consideration now needs to be given to the various 'players' in the process of enterprise bargaining at this school.

THE PLAYERS IN THE SCHOOL'S ENTERPRISE BARGAINING PROCESS FOR A SINGLE ENTERPRISE AGREEMENT

The players in the process of enterprise bargaining for an enterprise agreement can be broadly divided into three categories, namely, direct players, indirect players and interested observers. The direct players constituted those people within the School who actually sat at the 'negotiating table'. On the employees' side the negotiators comprised the union representative and two elected staff representatives. The employer was represented in negotiations by the Headmaster, Deputy Headmaster and the Bursar. The indirect players included those parties who did not participate directly in the negotiations, but who were, nevertheless, bound by any proposed agreement and whose ratification and approval were required before the agreement could be registered. On the employees' side they included teaching staff in the preparatory and secondary sections of the School, whereas, on the employer's side they included the Governing Body or the School Council whose endorsement of the agreement was necessary prior to it being registered with the Industrial Commission. The Union was also an indirect player in its official capacity as a signatory to the final agreement, and in its advisory role to both the employees' negotiating committee and the whole staff. On the other hand, the employer's organisation, AISWA, was an indirect player in the sense that it provided information and advice to the Headmaster throughout the process of enterprise bargaining, although it had no formal role to perform in the final ratification of the agreement. Finally, there were the interested observers of the enterprise bargaining process or, in other words, those organisations which neither negotiated nor ratified the agreement, but still had a strong interest in the outcome of the enterprise bargaining that had been undertaken at the School. This category encompassed other systemic and independent schools in the State which were engaged in their own enterprise bargaining, and may have wished to emulate or avoid what was being done at the school in question. Another interested observer was the Western Australian Industrial Commission with whom an agreement needed to be registered. The Commission was encouraged

by the structure that had been established within the non-government schools sector for pursuing a coherent approach to new developments in industrial relations and was confident that enterprise bargaining would be used effectively (Western Australian Industrial Relations Commission, 1995a).

CONCLUSION

This chapter has presented the context which has been brought to bear on the behaviour and purpose of enterprise bargaining at the research school. First, the administration of schooling in Western Australia has been given brief consideration. Secondly, the research school has been examined from a historical perspective. Thirdly, the School was described according to its contemporary characteristics. Fourthly, the response of the non-government schools' sector to industrial changes was outlined. Finally, the 'players' in the School's enterprise bargaining process were identified. The next chapter now presents the first theoretical proposition about how, in an attempt to reach an enterprise agreement for its teaching staff, the process of enterprise bargaining has been dealt with in a Western Australian independent school. The elaboration of this first proposition also provides the descriptive foundation for the two subsequent theoretical propositions.

CHAPTER FIVE

FIRST SET OF THEORETICAL FINDINGS

INTRODUCTION

The central research question of the study being reported in this dissertation was as follows: How, in an attempt to reach an enterprise bargaining agreement for its teaching staff, was the process of enterprise bargaining dealt with in a Western Australian independent school? Three sets of theoretical findings were developed in relation to this question. The first set of theoretical findings is captured in the following proposition: *The process which led to the enterprise bargaining agreement was dealt with through a sequence of six clearly identifiable and relatively discrete stages.* The six stages identified were: 'building commitment', 'distinguishing substantive issues', 'persuasion', 'collision course, 'closure', and 'tying up loose ends'. These, in turn, had a number of sub-stages.

The major stages and sub-stages can be presented in diagrammatic form as follows:

Table 1.1 Stages and sub-stages of the enterprise bargaining process at the research school

Title of Stage in Process	Title of Sub-Stage
1. Building Commitment	Employer Familiarisation with a New Industrial Environment Opening up the Consultative Process
2. Distinguishing the Substantive Issues for Negotiation	Getting Organised Seeking Advice Challenging the Employer's Agenda
3. Persuasion	Employee Assertiveness Employer Surprise
4 .Collision Course	Attempt to Salvage the Employer's Original Agenda

	Employee Chagrin
5. Closure	Employer Flexibility Employee Pragmatism
6. Tying Up Loose Ends	Ratification Registration

A full chapter has been devoted to an exposition of these stages and sub-stages.

The chapter contains a great deal of description. Each stage and sub-stage of the process is considered in turn, including their respective time frames. This is in line with Peshkin's contention (1993) that the soundness of research depends on the integrity of the descriptive foundation. Accordingly, as well as being of theoretical interest in its own right, this chapter serves to underpin the two subsequent theoretical propositions.

STAGE ONE: BUILDING COMMITMENT TO ENTERPRISE BARGAINING

The first stage of the enterprise bargaining process at the site level can be depicted as one of 'building commitment'. This stage took place over a period of one year and can be divided into two sub-stages; first, 'employer familiarisation with the new industrial environment', and secondly, 'opening up the consultative process'. During this one-year period all interested parties within the non-government sector of education were attempting to make sense of the rapidly changing industrial landscape. However, in the more specific context of the research school, it was the Headmaster who perceived that there were potential advantages to be derived from the changes being made to the system of industrial relations and he took considerable initiative in assessing the implications of different contractual options made available for the School as a workplace. His initiative was facilitated by his membership of the industrial relations committee of the employers' organisation, AISWA, a role which engaged him in discussion with other principals of independent schools about

contemporary industrial matters and enabled him to contribute to the making of relevant recommendations to AISWA's executive body. It could, therefore, be claimed that the Headmaster was instrumental in defining the School's response to the changing industrial relations scene and that a distinct preference for the adoption of a single enterprise agreement option had already been expressed by the management of the School prior to the staff as a whole becoming centrally involved in the process.

Stage One-Sub-Stage One: Employer Familiarisation with a New Industrial Environment

The first step in the 'building commitment' phase was when the School's employer became familiar with the complex changes that were occurring within the State's industrial relations system. Although the evolving transition from a centralised model of industrial relations to one encompassing a greater emphasis on the workplace had been apparent for some time, it was extremely uncertain as to how the education system as a whole and individual schools in particular would be affected by emerging developments.

Despite the climate of uncertainty and nervousness that prevailed amidst the non-government sector of education, the Headmaster remained convinced that the alternatives to the award about to be presented as a means of defining work conditions, offered opportunities for schools to improve their flexibility. As far as the Headmaster was concerned, this flexibility could not be achieved by means of the existing Independent School's Teachers' Award (1976) because its terms needed to be acceptable to every type of school in the Western Australian non-government sector and it was therefore unable to address the specific needs of an individual school. This situation was reinforced by the role which the union played because of its need to be concerned for schools on a collective basis.

At the same time as the industrial relations committee of AISWA resolved that it should develop a framework enterprise bargaining agreement for presentation to member schools, the Headmaster revealed his intention to negotiate some form of workplace agreement at the School. In a letter to the teaching staff at the beginning of November 1993, it was announced that a two per cent salary increase had been granted by the School Council. This increase constituted a percentage figure that would eventually be defined when negotiations on either an enterprise or workplace agreement were concluded. A figure of 4.9 per cent had already been proposed in joint discussions between the ISSOA and AISWA. This figure had flowed on from an increase that had been granted to independent school teachers in New South Wales. It had been contingent upon the framing of an enterprise agreement between the New South Wales Independent Education Union and the members of the Association of Independent Schools in New South Wales.

In the same letter the Headmaster also declared his intention to appoint a working party to assist him in the drafting of a draft enterprise or workplace agreement for presentation to staff for comment and, ultimately, agreement. The Headmaster was mindful of the fact that the Western Australian Industrial Relations Commission would need to be persuaded that the 4.9 per cent claim was justified on the basis of demonstrable improvements in work practice. He had therefore already devised a tentative strategy to support the increase. This strategy was based on two substantive principles, one which related to the School's expectations about sharing responsibility for professional development and the other which had to do with the holistic nature of teachers' work in a collegial context. Although the Headmaster had already gone some way towards formulating the School's response to changing industrial circumstances, the uncertainty of the environment determined that it was

difficult to know exactly what course of action should be taken and that the School should only proceed with caution.

Nevertheless, as the State's workplace legislation began to crystallise and different contractual options became apparent, it was possible for decisions to be taken at the school level in the light of more predictable developments. As a result of his research and observations, the Headmaster had identified, in his own mind, the relative strengths and weaknesses of the different arrangements applying to schools as organisations, pointing clearly towards a preference for a single enterprise agreement. In the Headmaster's view, a multiple enterprise agreement would restrict the flexibility and operational discretion which he regarded as critical to the nature of independent schools. Workplace agreements, on the other hand, had the advantage of offering a school total independence, including the capacity of not being answerable to unions. However, further investigation, including the Headmaster's attendance, with the Chairman of the Council, at a company directors' forum, indicated that workplace agreements were too complicated for schools to undertake. First, the 'replacement effect' or departure from the award would necessitate negotiating agreements from the beginning once again. Secondly, it was anticipated that the administration of individual workplace agreements in schools would assume such complexity that it could not be accomplished without the establishment of a 'corporate'-style personnel department. Thirdly, the Headmaster was concerned that the pursuit of workplace agreements, which do not allow for union involvement, would generate suspicion amongst employees that there was an attempt by the employer to undermine the union. The Headmaster was, in fact, supportive of unions and through direct experience had developed a particular respect for the collaborative nature of the ISSOA's relationship with AISWA. He therefore considered it desirable that the Union should have an important role to play in the negotiation of agreements made at the workplace:

> I could see that all the parties were trying to find ways around adversarial bargaining. It seemed to me that new workplace and enterprise bargaining legislation gave golden opportunities for stepping into a much more consultative industrial scenario. (Respondent ER1, interview, 3 January, 1996)

From the Headmaster's perspective, it appeared that the efficacy of the bargaining process at the School was likely to be enhanced by means of union participation.

By the end of 1993 the Headmaster could refer to a relatively comprehensive knowledge base in his attempts to deal with the changes occurring in the industrial relations system. As a result of his active involvement in the industrial relations committee of AISWA, his regular meetings with other principals of independent schools, and his attendance at seminars on the implications of the new industrial legislation, he had received a great deal more education and training regarding the changes than anyone else within the school community. He had, consequently, been able to refine his ideas into a preferred course of action, namely the single enterprise agreement. Given these circumstances, it may be asserted that thus far in the process of 'building commitment', the Headmaster had performed a dominant role because of greater opportunities afforded him to map the new landscape of industrial relations. However, as the next section of this chapter indicates, further 'players' were soon to participate in the arena of discussion.

Stage One-Sub-StageTwo: Opening up the Consultative Process

During the sub-stage of 'building commitment' to a single enterprise agreement at the School, both the School Council or Governing Body and the teaching staff as a whole began to participate in the debate. Nevertheless, it continued to be the Headmaster who led the agenda. By the start of the academic year 1994, the formulation of the School's position in response to changes in the industrial relations system was starting to gather momentum. In the first Headmaster's

report of the year to the School Council, one of the objectives identified as a priority for 1994 was the "negotiation of a workplace or an enterprise agreement which embodies a recognition by all parties of the shared responsibility of the educational enterprise in its holistic, most professional sense". The Headmaster's preference for a single enterprise agreement was also made evident by his reference to AISWA's advice that an enterprise agreement approach rather than a workplace agreement approach should be adopted because the former option would enable a school to continue to profit from what is of value in the award whilst still being in a position to improve on certain award provisions through the process of enterprise bargaining.

At this stage, the working party which had been appointed by the Headmaster in order to consider the issues and draw up a draft agreement had not been convened. At the end of February 1994, a memorandum was issued by the Headmaster to all members of the working party, comprising the Headmaster, the Deputy Headmaster, the Bursar, the Union's school representative, and one staff representative from both the senior and preparatory sections of the School. This information was also published concurrently on staff notice boards. In accordance with the Headmaster's belief that the dissemination of information to interested parties was of vital importance, the memorandum sought to provide a coherent set of distinctions between different approaches to enterprise-based agreements. In addition, the memorandum foreshadowed the first meeting of the working party, the main business of which would be to consider a framework enterprise bargaining agreement to be tabled by the Headmaster in the light of AISWA discussions.

In the Headmaster's report to the School Council at the beginning of April 1994, it was announced that the working party had recommended that the School should follow the single enterprise agreement pathway. The working party had also requested that the Headmaster should recommend the single enterprise

agreement option to the School Council. At the subsequent meeting of the School Council, the options available under the new State industrial relations legislation were outlined by the Headmaster together with a recommendation that the single enterprise agreement be adopted as the most suitable pathway. It was also confirmed that the working party would need to step aside because it was an appointed body. The legislation required that the employees' representatives be elected before bargaining for an enterprise agreement could begin. The employer was also bound by the same procedure, and on the employer's side the Headmaster suggested that he, the Deputy Headmaster, and the Bursar should represent the School Council in the negotiations. As no agreement could be entered into without the Governing Body's endorsement, it was claimed by the Headmaster that it would be unnecessary for a member of the School Council to sit on the negotiating committee, particularly as meetings would be regular and likely to be convened at short notice.

In accordance with the Headmaster's advice, the School Council resolved to proceed with a single enterprise agreement and the Headmaster was authorised to initiate the process. The School Council considered the Headmaster's role in relation to itself to be that of a 'managing director'. Consequently, there was consensus amongst the governors that as the Headmaster had initiated the School's response to the new industrial relations environment, he should be allowed a good deal of freedom to pursue an agreement with the teaching staff without interference from the Governing Body; a line of thinking which is evident in the following comment from one member of Council:

> The Governing Body took a very reasonable view in giving the Headmaster or the negotiating committee the flexibility to go and do the job. (Respondent COC, interview, 28 December, 1995)

This arrangement was an essential feature of the employer's bargaining infrastructure.

In the middle of April 1994, further progress towards framing a draft enterprise agreement was achieved by means of a discussion paper presented by the Headmaster to members of the working party and to the Staff Professional Development Committee. The paper proposed certain types of efficiency and flexibility provisions which corresponded to the Headmaster's definition of the objectives of an enterprise agreement at the School; namely the recognition of the holistic nature of the work of professionals in the School and shared commitment to the aims of the enterprise.

Notwithstanding the advances that the Headmaster had made in promoting the conditions at the School for the implementation of enterprise bargaining, it was a development that occurred elsewhere which expedited the introduction of the process. The 'Memorandum of Agreement' co-signed by the ISSOA and AISWA on 16 May 1994 represented a commitment from both organisations to the process of enterprise bargaining at the individual school level. The 'Memorandum' comprised a framework enterprise bargaining agreement which set out basic extra conditions including a minimum salary increase of 4.9 per cent on top of the award rate. In addition, it provided some suggestions relating to the establishment of mechanisms for the implementation of the process of negotiation. The 'Memorandum' thereby provided a platform for schools from which they could launch into enterprise bargaining. As one union official stated:

> We had to get some basis upon which to work, so the Memorandum of Agreement, whilst not a registered agreement, set the framework under which enterprise bargaining could take place and that was essential. (Respondent TU1, interview, 22 January, 1996)

In this way, the 'Memorandum' helped to assuage the nervousness experienced by many independent schools in their attempts to make sense of and react to the industrial changes. However, at the school in question the 'Memorandum' reinforced the progress that had already been achieved and served as a useful

preliminary for the staff forum on enterprise-based agreement options that the Headmaster had previously been planning.

Although a clear preference had already been expressed by both the Headmaster and the School Council for a single enterprise agreement, the main objective of the forum was to make the teaching staff cognizant of the different kinds of employment contract arrangements made available by the changes that had been introduced to the Western Australian industrial relations system. Simultaneously, it was declared by the Headmaster that the working party, having considered the issues, recommended that the teaching staff should adopt a single enterprise agreement pathway as opposed to the other alternatives, namely, the award only, a workplace agreement, or a multiple enterprise agreement. Accordingly, the Headmaster presented the staff with a resume of the contractual options that were applicable at the time with the intention of eliciting from teachers a decision about which industrial pathway was preferred. In response to the information made available and further explanation from the Headmaster, the teaching staff expressed a strong desire to pursue a single enterprise agreement. Having chosen the single enterprise agreement option, the staff was than referred by the Headmaster to the 'Memorandum of Agreement' (1994), the ISSOA/AISWA framework enterprise agreement, and, most importantly, a draft enterprise agreement pertaining specifically to the School. This document was intended "to provide a basis for discussion and negotiation at the School, taking into account its own philosophy, needs and opportunities", and was based on the 'Memorandum of Agreement' (1994) in both its format and content. Significantly, the draft agreement specified that there should be a duration of one year. It also stated that there would be a salary increase of 4.9 per cent, two increments of which had already been paid, the residual amount of 1.4 per cent to be paid pending the concluding of an enterprise agreement. The employer had thereby declared

an initial position for enterprise bargaining, although this wasn't necessarily acknowledged at the time by the staff as a whole.

Exactly one year after the ISSOA had serviced a claim of a minimum of 4.9 per cent on AISWA in anticipation of changes to the State's industrial relations system, the School had successfully built a commitment to negotiating a single enterprise bargaining agreement. Although the full teaching staff reserved the right to decide on which course of action should be taken, the Headmaster's preferred option was never challenged. Now that the School had made the commitment to undertake bargaining for an enterprise agreement, the substantive issues for negotiation began to materialise

STAGE TWO: DISTINGUISHING THE SUBSTANTIVE ISSUES FOR NEGOTIATION

The second stage of the School's enterprise bargaining process has been labelled 'distinguishing the substantive issues for negotiation', and lasted approximately five months. It is divided into three sub-stages, namely, 'getting organised', 'seeking advice', and 'challenging the employer's agenda'. During the first sub-stage measures were adopted in readiness for enterprise bargaining. This involved the determining of negotiating teams, the preparation of staff negotiators, the setting of a timetable of meetings, and within a climate of uncertainty, the formulation of an employees' agenda to be used as a starting point for negotiations. During the second sub-stage the staff negotiating team decided to seek advice from the Union, a consultation which began to have an impact on the employees' bargaining position. During the third sub-stage salary emerged as the overriding issue from the employees' perspective and threatened to challenge what, until that time, had been an employer-inspired agenda.

Stage Two-Sub-Stage One: Getting Organised

In compliance with the requirements of the 'Memorandum of Agreement' (1994), the priority of the staff at this stage was to elect two representatives who would negotiate on its behalf with the employer's negotiating committee which had already been appointed. It was automatic that the third employee member of the committee should be the School's union representative. There had already been agreement that the negotiating team as a whole should comprise no more than six members. Six nominations were received for the two employee member positions on the committee which necessitated a ballot conducted according to union guidelines. With the election completed and the employees' negotiating committee duly formed, it was now possible for the two parties to

confer. It was considered particularly important that a meeting between the negotiating teams should be conducted at the earliest convenience because of the Headmaster's imminent study leave. Hence, immediately prior to his departure, at the beginning of June, the first enterprise bargaining meeting was convened. The main purpose of the meeting was to clarify procedures so that bargaining could begin in earnest when the Headmaster returned from his leave eight weeks later. The Headmaster was keen that a schedule of meetings should be arranged once the process was underway. Given that both the Headmaster and the School Council were anxious that the 4.9 per cent salary increase should be finalised by the end of the academic year, negotiations would need to progress quickly in term four. It was hoped, therefore, that a schedule of meetings would facilitate the momentum which was considered essential by the employer for the prospects of reaching agreement. Accordingly, the necessity to hold meetings outside normal school time was recognised.

Another important issue in connection with protocol discussed at the first meeting was the training which would be provided for employee members of the negotiating committee. Whereas the employer had developed an understanding of what it wanted to achieve from enterprise bargaining and had budgeted for its position on salary, the employees were relatively unprepared. Indeed, the staff negotiating team was conscious of its lack of readiness for enterprise bargaining especially by comparison with the Headmaster's position, a concern that is reflected in the following comment from a staff negotiator:

> One of the biggest problems was preparation for the employees' team. We needed a lot more preparation before we went in, and we had to do quite a bit of that in our own time. Whereas the Head, in particular, as leader of the other team had had almost twelve months of preparation because heads were meeting, they were discussing what they were going to do, they were backing each other up. The Head could go to meetings whenever he wanted to and did, half a day off here, there and everywhere. We never had that opportunity. (Respondent TU2, interview, 11 November, 1995)

This shortcoming was acknowledged at the meeting and it was consequently resolved that the employee members of the negotiating committee should be enabled to attend the forthcoming enterprise bargaining seminar organised by the Union.

A matter that was also raised at the meeting related to the difficulties already encountered by the employees' negotiating committee attempting to represent a large and disparate mandating constituency. Perhaps the most obvious source of disunity amongst the staff had its foundation in the division between preparatory and secondary sections of the School. Although a preparatory school teacher had been nominated as an employee representative on the negotiating committee, he had narrowly failed to be elected. Consequently, there was some concern amongst preparatory school teachers that in view of what were perceived to be specific needs in an enterprise bargaining context, this section of the School might not be adequately represented. It was generally agreed at the meeting that the staff representatives on the negotiating committee were not factional and represented the entire staff. However, it was also considered expedient to invite the preparatory school teacher who had stood for election to attend future enterprise bargaining meetings in an observational capacity. It was felt by the negotiating committee that although he would not be able to participate in the negotiations, this arrangement would enable the preparatory school staff to be better briefed about more explicitly preparatory school issues.

Finally, two decisions were made in regard to the administration of meetings. First, it was agreed that a scribe should be appointed so that the negotiations could be accurately recorded and summaries of the enterprise bargaining meetings could be disseminated to the staff. Secondly, the Headmaster was elected as chairperson in spite of his concern that his chairing of meetings might

be construed as 'leading', and also in spite of his suggestion that someone other than himself should chair the committee.

In this way, the basic mechanisms for the conduct of enterprise bargaining at the School were installed. As a result, the Headmaster anticipated that progress towards an agreement would be accelerated when he returned from study leave and once the staff had been given the opportunity to respond to the employer's position:

> I wanted progress to be fairly rapid after we came back. The key was to put the ball in the court of the staff and say that you can see the kind of things that we're interested in, the School's interested in talking about, and the staff could come back with all sorts of things the staff wanted to talk about, and ideally a number of them would match in which case there would be relatively rapid agreement. (Respondent ER1, interview, 3 January, 1996)

It seems, therefore, that at this juncture, the Headmaster had no expectation that his preferred course of action for enterprise bargaining would be jeopardised.

Having attended the enterprise bargaining seminar organised by the Union at the beginning of August, the employee representatives were in a position to consult the staff as a whole about the formulation of an agenda for the negotiations. A list of issues was presented to staff which was based on a union-prepared document. Members of staff were invited individually to remove any issues that were not considered to be appropriate and to add items which it was felt should be included. The data received from the staff were collated by the employees' representatives. The only issue to be dropped was sick leave and no further issues were added. It was felt by the employees' representatives that additional items which had been suggested by some staff could easily be incorporated within the preexisting substantive issues. The refined list of issues for negotiation was then circulated to staff for priority rating according to whether the issue was deemed essential, negotiable, or a trade off. This

procedure enabled the employees' representatives to identify the issues which, according to staff preference, should be raised initially at the forthcoming negotiations. A full staff meeting was convened by the employees' representatives at the start of term four to clarify the procedure that had been completed up to that point, and to announce the results of the second staff questionnaire in establishing the issues for immediate consideration at the negotiating table. In the open discussion that followed, preparatory school staff criticised the employees' representatives for the way in which certain items suggested by the preparatory school had been absorbed into substantive issues. It was perceived by the preparatory school fraternity that some items had been dropped, or at least minimised, if they didn't readily fit into existing issues or categories. As a result, a spokesperson for the preparatory school undertook to finalise a specific list of concerns for the employees' representatives to consider prior to the next enterprise bargaining meeting.

This incident highlighted the problematic nature of achieving consensus within the employees' constituency. However, despite the rift that had evidently opened up within the staff, the meeting was able to agree that four major issues should be given top priority in the forthcoming negotiations, namely: salary rates, extra curricular involvement, the Senior Teacher classification, and long service leave. An agenda, albeit of a superficial nature, had thereby been formulated.

At the next enterprise bargaining meeting held at the end of October, it was intended that the employees' initial issues for negotiation should be tabled. However, before this could be done, further procedural matters relating to the employees' constituency needed to be addressed. First, the status of the preparatory school observer was confirmed. It was stressed by the Headmaster that all reporting back to staff should be done in the first instance through minutes of meetings and by direct response from a staff representative on the

negotiating committee. This procedure, having been adopted, the observer would then be able to illuminate preparatory school discussions further. Secondly, the Headmaster was asked to clarify exactly who was to be represented by the employee-elected committee. There had been some concern expressed within the employees' committee that because of differing conditions of employment applying to certain members of the senior management team at the School, it would not be appropriate for them to be incorporated within the employees' constituency in an enterprise bargaining environment. The Headmaster confirmed that the constituency comprised all the teaching staff who were subject to the award apart from himself and the Deputy Headmaster.

The initial issues of primary concern to the majority of staff; salaries, co-curricular involvement, long service leave, and the Senior Teacher classification, were then tabled by the employees, but there were no resolutions made regarding the issues at this stage. The Headmaster was, in fact, anticipating a more detailed response from the employees than was received. He consequently emphasised his hope that a first enterprise bargaining agreement could be submitted to the Industrial Commission before the end of the year, necessitating that both parties should work on the details of their proposals.

The superficiality of the employees' initial position was symptomatic of the uncertainty surrounding the process of workplace negotiation at this stage and the fact that both parties were feeling their way. This uncertainty was borne out in the Headmaster's own doubts about the effectiveness of the measures that had been taken at the School in order to initiate enterprise bargaining:

> I felt, have I got the process right because I expected more of a response to what we had put on the table on the one hand and a more detailed list of what was meant by certain things. It was fairly bare bones. (Respondent ER1, interview, 3 January, 1996)

This feeling of apprehension was not confined to the Headmaster but was also apparent amongst the employees' team. Nevertheless, it was, perhaps,

understandable that the initial tabling of the employees' issues for negotiation should have been tentative in view of the difficulties that had already been experienced in achieving internal consensus, and the fact that up to this point the enterprise bargaining agenda had been inspired largely by the Headmaster.

Notwithstanding the uncertainty of the situation and the superficiality of the approach that characterised this stage of the bargaining process, there was still a commitment from both employer and employee to pursue negotiations. In the words of a union official:

> There was a willingness to look at what the process was about, and that was most important. The first couple of meetings, whilst not great deal was achieved, the parties were prepared to sit down across the table and talk to each other. They were still testing each other a little bit but prepared to sit down and talk about how we do things. (Respondent TU1, interview, 8 January, 1996)

The commitment which had been revealed towards enterprise bargaining and a desire to explore its possibilities more fully explained the decision taken by the employees' negotiating team to consult with the Union in an effort to provide more substance to its proposals. This important development in the framing of substantive issues for negotiation is the subject of the next sub-stage of the School's bargaining process.

Stage Two-Sub-Stage Two: Seeking Advice

The climate of uncertainty which had determined a superficial approach to early negotiations and the commitment held towards enterprise bargaining, prompted the employee negotiators' decision to consult the Secretary of the Union at this juncture. The meeting demonstrated the kind of relationship that existed between the employees' negotiating team and the Union:

> We made more use of the Union Secretary than other schools did and he was always willing to come in, and we called on him quite a bit to prepare documents, and I think that made us better prepared than other schools who tried to do it by themselves

> without knowing what the hell to do. (Respondent TU2, interview, 11 November, 1996)

Certainly, this particular consultation between the staff negotiators and Union served to clarify the employees' position substantially, and resulted in the framing of a draft employees' enterprise agreement which took into account the views of the staff as they had been elicited by their representatives. The document was presented in a format which paralleled the employer's draft agreement, thus enabling an easy comparison of the issues for negotiation. The employees' document, known as the 'Comparison of Issues' document, had a good deal in common with the employer's counterpart because it was also based on the 'Memorandum of Agreement' (1994). Nevertheless, in regard to salary rates, it was recommended that the residual 1.4 per cent still outstanding from the original claim of 4.9 per cent should be backdated to 1 July 1994. It was also proposed that an additional salary claim should be made for 1995 in pursuit of continued salary maintenance. The exact amount to be claimed would be decided at the meeting of the whole staff which had already been scheduled for a few days later.

It is clear that at this stage the Union anticipated that a forthcoming agreement would be for one year. The placing of more complex issues for negotiation in the category of 'matters for ongoing discussion' in the employees' document made agreement with the employer more likely and improved the prospects of the process of enterprise bargaining being expedited. Indeed, the Union took the view that the concluding of a first enterprise agreement in schools was primarily a formative experience for all involved in order to facilitate the negotiation of second agreements containing more scope. This attitude is reflected in the following comment from a union official:

> The first agreement allowed people to get used to it and to learn what this bargaining process was all about. It was the second agreement that was going to be important because they'd had the experience, the experience of the employer saying no. The basis of the establishment of the extra conditions had been done by the

> 'Memorandum of Agreement' between us and AISWA; basically you couldn't have achieved less than that, but what was most important was the ability to learn, to train, and to get used to the idea that we're going to be doing this for the next ten years, unless there are changes. (Respondent TU1, interview, 22 January, 1996)

It was, therefore, this position that had been adopted by the Union which influenced the advice imparted to the employees' negotiating committee. The perceived benefits to be derived from a quick settlement determined that there should be a strong degree of congruence between the employees' draft agreement and that of the employer. It was ultimately the staff as a whole who ensured that salary was to become the most substantive issue for negotiation, thus challenging the employer's existing position as well as its perceptions of what the School's first enterprise agreement should entail.

At this time there were three fundamental and interrelated elements to the kind of enterprise agreement that the employer was envisaging. First, the agreement would be for one year, secondly, it would apply from the start of 1995, and thirdly, it would embrace the 4.9 per cent salary claim. With this design in mind both the Headmaster and the School Council considered 4.9 per cent to be an appropriate increase over a period of one year on economic grounds. As the Headmaster commented:

> It seemed a fair one at that stage. There had been no Consumer Price Index change, not much inflation, but it certainly had been some years since the last claim, and it seemed to us that there was cause for around about a 5 per cent claim over one year. (Respondent ER1, interview, 3 January, 1996)

However, in the context of the salary debate, a more important consideration than the cost of living was the School's capacity to pay. The proposed increase had been accommodated within the budget plan and a commitment had been made by the School Council to pay the final instalment of the claim once an agreement had been finalised. The employer was keen to include it in teachers'

pay packets as soon as possible but this was entirely dependent on rapid closure. The Headmaster expressed his thoughts on this matter thus:

> To me the frustration was that the 4.9 per cent was not going to be paid, so I had a sense of closure. I wanted to get it closed, and so did the negotiating committee and so did Council. (Respondent ER1, interview, 3 January, 1996)

The employer's sense of closure which was predicated on a particular vision of the School's first enterprise agreement was to be put in jeopardy by the staff's resolve to focus attention on the salary issue.

Stage Two-Sub-Stage Three: Challenging the Employer's Agenda

In response to union advice, at the next full staff meeting the employee negotiating team impressed upon the staff the notion that ideally the 1995 agreement should be decided quickly so that the more important negotiations for a subsequent agreement could commence. The Union's recommendations for inclusion in the 1995 agreement which were partly aimed to achieve this objective were outlined, but it was the issue of salary which dominated the rest of the meeting.

The employee negotiating team, recognising an emerging dissatisfaction amongst the staff with the employer's position on salary whilst still seeking a quick agreement, suggested that any claim presented to the employer should include a proposal for salary maintenance. It was therefore recommended that in addition to the employer's existing offer of 4.9 per cent, a further 3 per cent should be paid for 1995 in two moieties of 1.5 per cent. Simultaneously, it was proposed that notice would be given of a more substantial salary increase in the next round of negotiations for a second enterprise bargaining agreement.

The subsequent discussion indicated that this arrangement was not considered acceptable by the staff. Statistics were produced by one teacher that compared

teaching salaries with average weekly earnings over the previous decade. It was noted that whilst average weekly earnings had risen by approximately 50 per cent since 1986, teaching salaries had only increased by about 25 per cent. Accurate or not, this information served to inflame the view of those amongst the staff who believed that an increase of 3 per cent in 1995 in addition to the existing offer of 4.9 per cent did not reflect their true worth. Ultimately, it was decided that it would not be unreasonable for the staff to ask for an 8 per cent 'catch up' in 1995 to be paid in two increments of 4 per cent. It was also requested that the employer provide a definite date for the payment of the balance of the 4.9 per cent.

The intensity of the discussion on salaries at the staff meeting had three major effects on the course of the enterprise bargaining process. First, salary had become the ascendant issue in the negotiations and certainly the most emotive. Secondly, the staff had introduced a new element into the negotiations which posed a distinct threat to the employer's existing conception of a preferred enterprise agreement. Thirdly, in making the additional salary claim, the employees had effectively secured more of the initiative in setting the agenda which, up to that point, had been mainly driven by the employer. The decision by the employees to seek what was, in effect, a 12.9 per cent increase in salary over eighteen months would inevitably entail considerable persuasion to bring about the required change in attitude from the employer. It was this feature of the negotiations which represented the next major stage in the enterprise bargaining process.

STAGE THREE: PERSUASION

The third stage in the enterprise bargaining process lasted for two weeks and has been termed 'persuasion'. The principal feature of this stage was the dialogue that occurred between the parties in connection with the salary issue.

This stage has been divided into two sub-stages; first, 'employee assertiveness', and secondly 'employer surprise'. During the first sub-stage the case was put by the employee negotiating team in support of the additional 8 per cent claim, while during the second sub-stage the response of 'employer surprise' became evident.

Stage Three-Sub-Stage One: Employee Assertiveness

Prior to the next enterprise bargaining meeting with the employer which had been convened for the following week, the employees' negotiating team met in caucus with the aim of articulating the reasons why the additional salary claim of 8 per cent for 1995 could be justified. To begin with, the increase was regarded as a 'catch up'. There had, in fact, only been a 4.9 per cent increase in teachers' salaries at the School since October 1991, 1.4 per cent of which remained to be paid. Furthermore, comparable schools in the Eastern States had already received their full 4.9 per cent increase, and it appeared at the time as though the economy was about to enter an inflationary phase.

Apart from economic factors, it was the nature of teachers' work at the School which, it was felt, provided most justification for greater remuneration. For a variety of reasons, changes had occurred in the way teachers went about their jobs. These changes had resulted in improved work practice, but had also imposed greater demands on the labour process. In this respect, reference was made to the School's excellent academic reputation within the community which was built and maintained by staff commitment. The notion of staff commitment was further reinforced by drawing attention to the diversity of the School's co-curricular provision, which also illuminated the ability and willingness of teachers to acquire new skills and responsibilities. This dimension of the teachers' professional outlook could be illustrated most clearly by reference to staff involvement in a particularly enterprising programme of

outdoor education. Moreover, the impact of information technology on teachers' work was emphasised for its capacity to make staff more efficient in matters of record keeping, student assessment, and the production of curriculum resources, thus relieving some of the pressure on ancillary staff. In the pastoral arena it was asserted that roles had become more demanding as the size of tutor groups had increased. In addition, the counselling of students had become a more complex exercise commensurate with societal circumstances and constantly changing regulations applying to tertiary entrance requirements. Finally, the contention was made that teachers were expected to be much more accountable than in the past. Over recent years, staff appraisal had become an integral part of the School's professional culture, a process which had been strengthened through the introduction of the Senior Teacher classification which involved additional collegial responsibility. Accountability of staff was also associated with the requirement of teachers to provide a comprehensive and accurate system of continuous assessment of all students. Taking into account these factors, the case was made by the employee negotiators for supporting the extra 8 per cent salary claim based principally on work related factors with economic considerations made secondary.

By the time the employee negotiators had prepared their case for the additional salary claim, the Union had ensured that the appropriate amendments were incorporated into the 'Comparison of Issues' document in readiness for the next enterprise bargaining meeting. The Union had accomplished this without any delay in order to obviate any disruption to the negotiations. Indeed, maintaining the momentum was considered by the Union to be a vital component of successful negotiating:

> It was essential for us to keep the momentum going. So what we did with the 'Comparison of Issues' document was to meet on Monday, that document is back with the employer late on the following day which meant that the employer had no excuse. There were no delays, they had to address the issues that were on the agenda. (Respondent TU1, interview, 22 January, 1996)

As a result, the employees' representatives were able to table the 'Comparison of Issues' document at the next enterprise bargaining meeting which incorporated the new position on the salary issue. The Headmaster proposed that the issue of staff salaries should be addressed in full at that stage. Accordingly, the employees' representatives announced the staff's request that the remaining 1.4 per cent of the 4.9 per cent be paid as soon as an enterprise agreement was concluded, effective from 1 July 1994, and that an increase of 8 per cent be granted in 1995 payable in two increments of 4 per cent payable from 1 January and 1 July respectively. The position on salary was supported according to the economic and work related factors already elucidated and the remainder of the meeting was devoted to discussing the implications of such a claim.

Having adopted a tentative approach in the initial stages of negotiations, the employees were now beginning to take the initiative over a substantive issue. From this point of view it may be argued that the power relationship between the two parties had been equalised. By the stage of 'persuasion' the employees' negotiating team had developed a clear understanding of what they wanted from an enterprise agreement as well as how they were going to achieve it. Furthermore, confidence was engendered by the support of the Union, and the consensus on the salary position amongst the staff as a whole. On the other hand, the latest development on the matter of salary had taken the employer completely by surprise.

Stage Three-Sub-Stage Two: Employer Surprise

The tabling of the employees' salary claim evoked immediate concern from the employer's negotiators about the impact that an increase of such magnitude would have on the School's fee structure. It was argued that the pay rise could

only be accommodated by means of an increase in fees. This occurrence, it was alleged, was likely to eventuate in a decline in enrolments with a corresponding diminution in revenue, in which case the whole exercise could be self-defeating. It was also asserted that if fees increased beyond what the market considered reasonable, the School would become 'elitist' and the established ethos of the institution would thereby be altered. Another concern of the employer negotiators was the problem of budgeting for such a salary increase. It was pointed out at the time that budget planning was not only attempting to meet the 1.4 per cent salary increase still owed to staff retrospectively to July 1994, but was also bearing the cost of the goals as defined by the School's 'strategic plan'. Many of these goals, it was alleged, were designed to lessen the administrative load of teachers and reduce class sizes. These initiatives alone were estimated to incur a 3 per cent increase in the fees for 1995 which made the staff's salary claim unrealistic in the circumstances. The employer also questioned the 'catch up' element of the claim, expressing the view that the inflation rate within the economy had been less than 2 per cent for a number of years, with the prospect of remaining low into the future. Finally, the employer contended that working conditions for teachers at the School compared favourably with those pertaining to other equivalent independent schools. Specific mention was made of lighter teaching loads, a generous interpretation of sick and compassionate leave, and other non-monetary rewards provided for staff which represented costs to the School. In particular, the large relief budget enabling staff to attend a diversity of professional development activities was alluded to.

In spite of the argument presented against the claim, the employees' negotiators impressed upon the employer's team that teachers perceived their commitment to the School as being undervalued according to remuneration. It was therefore crucial that the employer should address the salary issue comprehensively if a real risk of teacher demoralisation were to be avoided.

Upon the employee negotiators' request that the employer clarify its position on the salary issue for the purpose of reporting back to the staff as a whole, the Headmaster made three statements; first, that the salary claim had been noted by the employer and the reasons for it had been heard, secondly, that the claim would be fully examined as well as other means of assisting staff, and finally, that he would report back to the staff representatives at the next meeting. Hence, there had been neither outright acceptance nor outright rejection of the employees' claim by the employer.

More privately, the employer's initial reaction to the claim was one of total surprise. The assumption had, in fact, been made by the employer that, heretofore, both parties were working towards an agreement which would embrace the 4.9 per cent salary increase:

> We felt that the salary push was for 4.9 per cent, and certainly to me, I'd heard no feedback for more than 4.9 per cent. So we had a situation where the push was for the 4.9 per cent. We'd mentioned 4.9 per cent on a number of occasions, documented 4.9 per cent. Where do we stand on 4.9 per cent? When can we expect payment? 4.9 had been mentioned on quite a number of occasions, but at no time did anything more than 4.9 per cent get mentioned. I felt we were talking 4.9 per cent. I knew the employer was comfortable with 4.9 per cent. We had told the negotiators that 4.9 per cent was comfortable, and out of the blue, as far as I was concerned, came 8 per cent. (Respondent, ER3, interview, 18 December, 1996)

Apart from this perception held by the employer that a formal position had already been declared by the employees on salary prior to the tabling of an additional 8 per cent, there was also the view that a 4.9 per cent increase was appropriate because it would establish parity with independent schools in the Eastern States.

The Headmaster acknowledged that the claim was becoming overdue, but he also believed that an additional claim of 8 per cent over a period of one year

was unreasonable. On the other hand, he was anxious to avoid a confrontation with the staff over the salary matter in case it should undermine the reassurances that he had made to the School Council that the process of enterprise bargaining could be pursued without divisive consequences. As he pointed out:

> Council showed enormous confidence in me, but they kept hearing that their colleagues on other councils, that the whole enterprise bargaining and workplace agreements were likely to create all sorts of divisions, and tensions would arise and it would become all industrialised. There was a lot of nervousness out there. I was the reassurer, and there I was reassuring and saying no there's great goodwill, I've talked to the union representative, I've talked to this and that. People aren't in this just for themselves, they realise it's a two way thing. It's got to be efficiency improvements for the School and their own engagement. I could see myself being in a difficult position, it's one of those funny positions Heads sometimes get themselves in. (Respondent ER1, interview, 3 January, 1996)

The Headmaster, then, was keen to obviate the kind of adversarial problems that had evidently been occurring at other schools, not least in order to maintain the support that the School Council had been willing to provide for the enterprise bargaining process. In fact, despite the reservations of the employer's negotiating team towards the employees' 8 per cent salary claim, there was no intention to reject it out of hand. There was, in reality, a certain amount of support for the principle of greater remuneration for teachers at the School, but this view was tempered by the pragmatic consideration of affordability, as no provision had been made for the additional 8 per cent in the annual budget.

The Headmaster had also embarked on a great deal of research so that he was cognizant of what was happening elsewhere in Australia in respect to teachers' salary claims, especially New South Wales. From his research he deduced that a salary increase of 8 per cent over the next two years would conform to the picture that was emerging from the broader industrial relations scene within the

education sector. Nevertheless, he believed that such a financial arrangement should be the subject of the next round of negotiations. The employer was still, therefore, envisaging a one year agreement which would be concluded as soon as possible and which would embrace the original 4.9 per cent salary claim. In good faith, the 4.9 per cent increase was rounded up to 5 per cent because a local independent school had just offered an 'over-award' payment of that amount to its teaching staff. It was the Headmaster's view that the staff at his School should never be disadvantaged in terms of salary by comparison with other equivalent independent schools in Western Australia. The additional point one of a per cent would, accordingly, be incorporated into the salary offer contained in the employer's third draft enterprise agreement to be tabled at the next enterprise bargaining meeting. The formulation of the employer's third enterprise agreement was to provide the catalyst for the most tortuous stage in the negotiations. This stage is now examined in detail.

STAGE FOUR: COLLISION COURSE

Although what can be termed the 'collision course' stage only lasted three days, it was, perhaps, the most critical phase of the whole enterprise bargaining process because of the deterioration in the relationship that occurred between the parties. This stage can be divided into two sub-stages, namely, 'attempt to salvage the employer's original agenda', and 'employee chagrin'. In examining the sub-stage entitled 'attempt to salvage the employer's original agenda' the emphasis will be on the employer's endeavour to secure an agreement according to the preferred option, in spite of the additional claim. In examining the sub-stage entitled 'employee chagrin' the emphasis will be on explaining the interpretation which was made by the staff of the employer's position.

Stage Four-Sub-Stage One: Attempt to

Salvage the Employer's Original Agenda

As foreshadowed, the Headmaster reported back to the employees' negotiating committee the employer's revised position on staff salaries at the next meeting. It was stated that although the staff claim for 8 per cent had been examined, it was too difficult to formulate a detailed response by the end of the year, particularly as the industrial situation in both the education sector of New South Wales, which was being used as a major reference point, and in local schools, continued to be in a state of flux. Taking cognizance of such unpredictable circumstances, the Headmaster urged that an agreement should be finalised which was based on the issues already listed. This would include the existing salary proposal retrospective to 1 July so that the extra pay could be passed on to the staff before Christmas.

The Headmaster then presented the employer's third draft enterprise agreement whilst noting the incorporation of a rounding up of the salary increase from 4.9 per cent to 5 per cent. This was in spite of an observation made by the employees' negotiators that the 8 per cent claim was considered to be an integral component of any prospective agreement for 1995, the possibility of which might be jeopardised if the issue wasn't addressed adequately by the employer. Consequently, it appeared as though the Headmaster's effort to shelve the additional claim in the interests of concluding an agreement before the end of the year had been frustrated from the outset. Nevertheless, his proposal was legitimated on the basis of the claim put forward by the Independent Education Union in New South Wales which was being discussed at the time. It was alleged by the Headmaster that according to informed opinion this claim was unlikely to result in more than an overall payment of 4 per cent in two moieties for 1995. It was also stressed that because of the accord and a low Consumer Price Index, claims had been both few and moderate since October 1991 when staff at the School received its last salary increase.

Once again attention was drawn by the employer's negotiators to the other arrangements existing within the School which contributed to the total financial package for staff. This included a Parents' Association scheme which provided grants for professional development projects, a generous interpretation of sickness and compassionate leave, a wide range of promotional opportunities, and responsibility allowances that were thirty per cent higher than the award provision. Mention was also made of the intrinsic benefits enjoyed by teachers which derived from the aims of the School's strategic plan. In this connection, it was contended that the forthcoming appointment of a 'school marshal', a planned reduction in class sizes, and a proposal to increase funding for professional development, were all calculated to enhance the quality of work life for teachers, but entailed costs to the School which had to be accommodated within the budget.

Having provided the justification for the employer's position on salary, a summary was presented to enable the employees' representatives to brief the staff as a whole later on that afternoon. First, the employer was offering a 1.5 per cent salary increase which was to be paid retrospectively to 1 July 1994. Secondly, should an enterprise agreement not be concluded, there would be no entitlement to the remaining 1.5 per cent increase. Finally, in the event of an agreement, the effective salary increase for the teaching staff during the period from October 1991 to December 1995 would be 5 per cent.

In what he described as "the spirit of enterprise bargaining", the Headmaster indicated that he would be happy to explain any of the employer's proposals to the staff directly if this was considered to be expedient, in the same way as staff negotiators could be asked to clarify points to the School Council under certain circumstances. A recognition by both parties that the negotiations had reached a

critical stage was reflected in the decision to convene two further enterprise bargaining meetings within the following week.

At this juncture, the employer was reluctant to depart from the preconceived design which had been planned for the School's first enterprise agreement. In other words, it was still considered desirable that the agreement should embrace the 4.9 per cent claim, that it should apply for a duration of one year, and that it should be concluded before the end of the term. The additional salary claim automatically engendered a more complex situation which threatened the prospects of rapid settlement and thereby the stability for the School which the employer hoped would be provided within an extremely unpredictable industrial relations environment. The employer therefore considered the extra 8 per cent claim to be more appropriate in the context of the next round of negotiations. Unfortunately for the employer, this was a rationale which appeared to be lost on the employees whose reaction to the revised salary position was one of great disappointment.

Stage Four-Sub-Stage Two: Employee Chagrin

At the full staff meeting held after school on the same day as the meeting on enterprise bargaining, the employees' representatives reported back the employer's response to the staff's 8 per cent salary claim. It was stated that although the 8 per cent claim had not been accepted as such, the employer was anxious to reach agreement on the other issues. If this could be accomplished the salary increase would comprise the remaining 1.4 per cent of the 4.9 per cent claim rounded up to 1.5 per cent, retrospective payment to 1 July 1994, and inclusion of the extra money in December pay packets. It was also announced by the employees' representatives that even though the staff's 8 per cent claim had been pursued according to considerations of efficiency improvements and work value, the confirmation that had just been received of the successful 8 per

cent claim over two years made by the Independent Education Union in New South Wales might be of some relevance to the matter.

The discussion that followed amongst the staff was heated. Concern was expressed that, as things stood, the employer appeared to have no policy relating to future salary arrangements. There was even a motion put that the staff should withdraw from negotiations in order to convey the disappointment of what was considered by many to be, in effect, a point one of a per cent counter-offer by the employer. Ultimately, it was agreed by the staff that the 8 per cent claim to be paid by means of two moieties in 1995, should be reaffirmed at the next enterprise bargaining meeting. Nevertheless, the intensity of the staff's reaction to the salary issue meant that there was some disquiet felt by teachers that negotiations might become adversarial, a development which could undermine the efficacy of the bargaining process. On the other hand, it was also considered necessary for teachers to express emphatically a perception of their worth to the employer which need not conflict with a desire to reach agreement.

Whatever the intention of the employer's decision to round up the existing 4.9 per cent salary offer to 5 per cent, it was difficult for the staff not to interpret it as a counter-offer to their 8 per cent claim, as well as representing a rejection according to the time line requested. Yet, as far as the employer's negotiating team was concerned, the unfavourable reaction expressed by the staff to their salary position was attributable to a misunderstanding created by a dysfunctional system of communication within the employees' constituency. In other words, because the employees' negotiators were charged with the responsibility of reporting back the employer's position to the staff as a whole, there was increased potential for confusion to arise. From the employer's perspective, the friction that had materialised in the negotiations was

attributable to the staff misreading the situation that had been presented to them by their representatives. One employer negotiator explained it as follows :

> When you make points with some people, some people may not understand what is involved. Or, in explaining something that they fully understand, they may not get the message across in the same way. And so there is potential there for some misunderstandings to come through. Everybody is coming along with their own frame of reference and interpreting what is being said within their own frame of reference. (Respondent ER2, interview, 19 January, 1996)

This notion that the staff had in some way become confused over the employer's position on salary was again illustrated by the Headmaster's explanation to the Chairman of the School Council that the tension which had befallen the negotiations was a result of misunderstanding:

> I can remember in reporting back that some heat had developed in the negotiations. I think, from memory, he actually said something to the effect that, I think there is some misunderstanding, but nevertheless there is some heat in the negotiations, but that was it basically. (Respondent COC, interview, 28 December, 1995)

The staff had misunderstood because from the employer's negotiators' perspective, the salary position that had been stipulated in their third draft enterprise agreement was neither a counter-offer of point one of a per cent, nor a rejection of the staff's 8 per cent claim which, it was felt, needed more time to consider.

Whatever the reason for the discord that had materialised over the salary issue, it was recognised by both negotiating parties that it now represented a caveat which had to be surmounted if any kind of agreement were to be secured. A situation had thereby been reached in the negotiations where priorities had crystallised both from a party's internal perspective and in terms of understanding what was of primary concern to the other side. The stage had consequently been set for attempting to find a solution which is described in the following section.

STAGE FIVE: CLOSURE

The fourth stage of the enterprise bargaining process, which lasted approximately one week, has been termed 'closure'. The preeminent feature of this stage was the attempt by both parties to settle the contention over the salary issue to their mutual satisfaction. This stage of 'closure' has been divided into two sub-stages; first, 'employer flexibility', and secondly 'employee pragmatism'. In considering the 'employer flexibility' sub-stage, the emphasis is on examining the circumstances which resulted in an attitude change on the part of the employer, whilst in examining 'employee pragmatism' as a sub-stage the concern is with the reasons for the staff's acceptance of the employer's changing proposals.

Stage Five-Sub-Stage One: Employer Flexibility

The first development in the move towards the attempt to reduce the gap of contention between the two parties was displayed by a letter from the Headmaster written to the three members of the employees' negotiating committee prior to the next enterprise bargaining meeting. Significantly, a copy of the letter was also posted on common room notice boards in "the spirit of openness that has characterised all our dealings to date". The Headmaster, in his concern to prevent a stalling of the negotiations, wanted to clear up what he perceived to be a misunderstanding amongst the staff over the salary issue. The letter reiterated the employer's original intention of implementing the 4.9 per cent claim at the earliest opportunity; an objective, it was stated, which appeared to be shared by the employees. The letter went on to suggest that with the 8 per cent claim being tabled as an integral part of a prospective agreement, the employees' position had changed substantially. Although it was recognised that there was no obstacle to tabling any new proposal, it was stressed that the

position adopted on salary by the employees "dramatically changes the scope and complexion of the claim currently under consideration". The Headmaster's letter went on to acknowledge the relevance of the salary claim that was being discussed in New South Wales, but emphasised that successful claims in other States would be based on other kinds of efficiency improvements or variations in conditions of employment than might be acceptable in Western Australia. He therefore restated his view that careful research would be necessary if the 8 per cent claim were to be pursued.

The letter also explained the rationale behind the rounding up of the 4.9 per cent offer to 5 per cent. This decision was taken according to the principle that the teaching staff should be no worse off than staff in other comparable independent schools in Western Australia. The assertion was made that the 5 per cent had nothing to do with the new 8 per cent claim by the staff. It was not, therefore, a 0.1 per cent counter-offer, but rather a means of bringing the existing offer up to the level that was applicable to one other school. Moreover, the 5 per cent offer, it was stated, was made in the context of the efficiency improvements which had been modified by the employees' draft enterprise agreement as well as the discussions that had occurred up to that time.

The letter then posed two scenarios for consideration. First, it was proposed that there should be a resolution of the original 4.9 per cent claim on the basis of the proposals which had already been discussed, in which case progress towards an agreement could be rapid. Secondly, it was suggested that the larger claim could be pursued which would necessitate a close monitoring of developments in New South Wales so that a longer term agreement could be negotiated based on the School's work, conditions and shared educational ideals. The letter acknowledged that benefits applied to both options. In the first course of action there were no limits on issues that could be listed for further discussion and the School would not be constrained by a long duration of agreement. On the other

hand, the latter course would provide greater opportunities to consider more diversity of substantive issues, although any resulting agreement would need to be for a longer duration which, it was stated, was usual when the ambit of the claim was as wide as that which had been submitted by the staff. A willingness was expressed in the letter to embark on the second course of action should it be desired by the employees.

Therefore, from the Headmaster's perspective, the main purpose of the letter was to clarify what was considered to be a misconstruction of the employer's salary position on the part of the staff, as well as to indicate that the 8 per cent claim could be accommodated under certain conditions:

> The letter was saying, look, there are two main things here. One, we can finish off what was known as 4.9 per cent, rounded to 5 per cent and get a number of principles we believe are worthy of being put to the Commissioners for all parties, and then sit down and talk about the next stage. Or, do you want to consider the 8 per cent; it's going to be a bigger job for negotiations in order to embody. We need to discuss a number of real elements. In fact, the letter was done at high speed overnight. I wanted it as clear as I could to negotiate and open up the issue to all parties.
> (Respondent ER1, interview, 3 January, 1996)

In effect, opening up the issue to all parties in this way received a mixed response. Some irritation was felt amongst the employees' negotiating team because the communication channel appeared to have been circumvented by the Headmaster's letter in addressing the whole staff directly rather than using the elected staff representatives as a conduit. The Headmaster's assertion that the 8 per cent claim had substantially changed the employees' position was also challenged on the basis that prior to the submission of the claim no formal position had been tabled by the employees on the salary issue at any of the previous enterprise bargaining meetings.

However, at least for one employee representative, the letter depicted the next logical step in the 'game' that was being played by the employer in order to

exert pressure on the employee group to produce stronger arguments as to why the staff should be granted a better salary package:

> We almost expected something pathetic to be their first round, and I think they almost expected to do that in the first instance. I think that's the way things go in these matters. We want twenty so you get nought so come back to the drawing board later on and let's renegotiate. (Respondent SR2, interview, 12 December, 1995)

It is evident, therefore, that the Headmaster's letter had received a varied reception and his intention of presenting a convincing case for the flexibility of the employer's position on the 8 per cent claim to the staff had not been completely achieved

In spite of the impediment that threatened to obstruct the progress of negotiations, a factor which was likely to enhance the prospects of reaching an agreement was the continued desire of the employer to achieve this objective before the completion of the academic year. To this end, an extra enterprise bargaining meeting had already been scheduled with the aim of expediting the negotiation process. The School Council was also eager to get the matter resolved within the same time frame for the pragmatic reason that the end of the school year represented a hiatus after which it would be extremely difficult for negotiations to develop any further:

> The whole thing would have stopped again, that's part of the momentum thing I suppose, but it would have stopped. Everyone goes on holidays, the staff, the executive, you would have had to wind the whole thing up again at the beginning of the year; everyone's as busy as hell. Let's get it done. (Respondent COC, interview, 27 December, 1995)

The employer's strong desire to conclude an agreement before everybody went their separate ways meant that a palpable urgency was introduced to the discussions. This was regarded by the employees' team as an advantage because it heightened the prospects of compromise. There was also a perception held by the employees' negotiators that the employer sought rapid closure because it would enable the School to be amongst the first in the

independent sector to register an enterprise agreement with the Western Australian Industrial Relations Commission. One of the employee negotiators expressed this view as follows:

> I knew the Head wanted an agreement because he had spoken to me beforehand, and he'd said it at the very first meeting, that he really wanted our School to be the first to negotiate a really good agreement. He'd been involved for a long time himself and I think he saw a lot of kudos for the School and himself. (Respondent TU2, interview, 11 November, 1995)

Therefore, the imposition of an informal deadline by the employer helped to provide favourable conditions for settlement despite the difficulties that had been encountered along the way.

At the next enterprise bargaining meeting the employer's concern that time was becoming a significant factor in the negotiations was again apparent in the Headmaster's reference to the expediency of concluding an agreement as quickly as possible. The Headmaster also used the meeting to explain further the rationale behind his writing of the open letter. This, he stated, had been done in order to express concern about a procedural matter. It had appeared to the employer that in broadening the ambit of the original salary claim from 4.9 per cent (which was under discussion) to 12.9 per cent, the staff's position had shifted. The employees' representatives responded by alleging that up to the time referred to in the letter, no staff position had been declared on the salary issue. This point was then accepted by the employer's negotiating team as being technically correct and a further open letter was written by the Headmaster stating that the timing of the staff's declaration on salary had been clarified in the minutes of the negotiation committee meeting held that day. The employees' representatives also reiterated the staff's conviction that the submission of the additional 8 per cent claim represented the perceived reflection of teachers' worth, and this had been adequately supported by the details already provided regarding efficiency improvements and work loading.

The Headmaster, in recognition of the staff's obvious resolve to see its salary formula addressed, reaffirmed that the employer was prepared to consider the 8 per cent claim, but this could only be done by taking into account industrial relations developments throughout the educational sector. The Independent Education Union's claim being discussed at the time in New South Wales was identified by the Headmaster as being of potential value to investigate as a reference point.

At this juncture the employees' negotiators were able to inform the employer's group that the independent schools claim in New South Wales had, in fact, been settled. Although precise details were unavailable, it was understood that an 8 per cent salary increase was to be granted according to two 4 per cent moieties payable in 1995 and 1996. In the light of this announcement, the Headmaster suggested that if the amended matters for discussion and efficiency improvements contained in the third draft enterprise agreement could be dealt with at the next full staff meeting, the salary issue could then receive more focused attention. For this purpose, it was decided that an extended lunch break should be arranged on the following Monday to enable the employees' representatives to canvass the views of the whole staff. However, a request was also made by the employee negotiators that the issue of co-curricular loading should be reintroduced to the list of matters for discussion. Notwithstanding a recognition that this issue was far too complex for immediate resolution, it was felt by the employees that the reinstatement of co-curricular loading on the agenda would serve as an acknowledgement on the part of the School of its long term significance. This was agreed to by the employer's group.

It seemed, therefore, that at this meeting the employer finally accepted the fact that the initial aim of concluding a one year agreement predicated on the original 4.9 per cent claim could not be accomplished. Contiguous with this

belief was the recognition that the staff's 8 per cent additional claim had to be addressed under the aegis of the current negotiations and not be the subject of the next round. Hence, the employer had adopted an attitude change in accepting that an agreement was inevitably going to differ from what had previously been the preferred outcome.

From the Headmaster's point of view, the accommodation of the extra claim was likely to lead the discussions into uncharted territory. First, there was the unpredictability of the industrial relations climate as applied to the education sector over the long term. Already, an ambit claim for a phased in 20 per cent increase had been submitted by the State School Teachers' Union of Western Australia to the Education Department. It was unclear at the time as to how this situation would evolve, and the Headmaster was mindful of his commitment to maintain a favourable differential of approximately 10 per cent between the salaries of state school teachers and those pertaining to the staff at the School. In addition, there were further complex and inchoate claims being considered in other States. Secondly, there was the role of the Industrial Relations Commission to take into account. It was by no means clear, at least to the Headmaster, whether the Commissioner would be prepared to accept the additional salary claim. This element of doubt was compounded by the complete novelty of the situation. It was, after all, the first time that the School had attempted to frame an enterprise agreement and the Headmaster did not want the considerable amount of time and effort that had been invested into the process to be rendered meaningless. As he commented:

> There could be nothing worse than a negotiating team getting something together on behalf of the staff at the School and taking it to the Commission and being told, look, it doesn't come within the ambit of the legislation because, frankly, there just aren't the efficiency improvements. (Respondent ER1, interview, 3 January, 1996)

Apart from the unpredictability of the Commissioner's reaction to an enterprise agreement which embraced an additional 8 per cent claim, the Headmaster was cognizant of what was happening in the negotiations which were occurring in other local independent schools. Although there was allegedly no direct discussion between principals about respective schools' particular positions in the enterprise bargaining process, it was becoming apparent to the Headmaster that, at best, enterprise agreements relating to other schools would include a 5 per cent salary increase and apply for one year. There was certainly no consideration of the longer term elsewhere which meant that should the staff agree to the additional 8 per cent claim being absorbed over an extended time frame, the School would be charting its own course.

It was within this context that, prior to the next enterprise bargaining meeting, the employer sought to formalise its new position on salary in the form of a fourth draft enterprise agreement. The Headmaster, in collaboration with the other negotiators in the employer's team, formulated a proposal to be presented before the School Council. The proposal recommended that the additional 8 per cent claim should be paid in four increments on 1 July 1995, 1 January and 1 July 1996, and 1 January 1997 and could be legitimated on the grounds of both affordability and the precedent that had been set in the independent schools' sector of New South Wales.

First, on the matter of affordability, the latest turn in negotiations had been perceived as sudden by the School Council, but there was still some sympathy for the teachers' additional claim. The primary concern, which was particularly apparent amongst those members of Council who had financial responsibilities, was over the means by which it could be absorbed into the School's budgeting plan. This concern is apparent in the following comment from a Council member:

> There was some sympathy. I don't think you should have top people on salaries of thirty to forty thousand dollars. That's not a big salary with the responsibilities they have. Then it's like everything, it's all very well saying there's an 8 per cent increase, but it's got to be funded. That was my main concern. (Respondent C2, interview, 16 January, 1996)

The employer's negotiating team's proposal addressed this concern by extending the period of time involved in granting the claim. The longer time frame provided for orderly budgetary planning and allayed the nervousness of those members of Council who feared there might be financial complications if a concession was made on the staff's additional claim. One Council member's thinking on this matter was expressed as follows:

> To settle it over a period of time was important. It gives you some ability to make plans, to get some continuity of salary so the budget's going to be formed and balanced. It does make all other planning and problems that much easier. (Respondent C3, interview, 22 January, 1996)

Apart from the perceived necessity of accommodating the 8 per cent claim within the School's budget, the proposal which had been made to the School Council was also rationalised by reference to the agreement recently concluded in New South Wales between the Association of Independent Schools, the Catholic Education Commission, and the Independent Education Union. This arrangement comprised a two year agreement ending in April 1997 and included a salary increase of 8 per cent to be paid in two instalments of 4 per cent in May 1995, and 4 per cent in July 1996.

In view of the uncharted territory that the School had ventured into so as to address the additional 8 per cent claim under the aegis of its first enterprise agreement, the New South Wales case provided some direction for the School to follow. It must also have been reassuring for the Headmaster to know that the New South Wales agreement had been so well received by the Minister of Education in New South Wales, Virginia Chadwick. In a copy of the New South

Wales Hansard which the Headmaster had obtained himself, the Minister congratulated the parties concerned for their "maturity and good sense, and for the manner in which they have conducted negotiations". It had, she claimed "brought credit to everyone involved and has achieved a very happy result for the independent teachers of New South Wales" (NSW Hansard, 1994).

Hence, the significance of events in New South Wales for the School's own enterprise bargaining context was established. Certainly, the terms of the agreement in New South Wales were used by the Headmaster as an important reference point in the framing of the salary proposal that was presented to School Council:

> Its duration was till April 1997 which is why we declared '97. We felt that we could pay it in that time, especially if it was in two plus two plus two plus two. Secondly, I felt if that's the date where the most advanced agreement in Australia is pointing to at that stage, it seemed that we needed to get up to that level by that date. (Respondent ER1, interview, 3 January, 1996)

The revised salary position was thereby endorsed by the School Council enabling an employer's fourth draft enterprise agreement to be prepared for tabling at the next meeting with the employees.

By the time of the next meeting, the Headmaster had accumulated substantial information from AISWA about the progress of respective wage claims being undertaken by independent schools concurrently in other states. This information was reported back to the negotiators and compared with the advice that had been obtained by the employees' representatives. The ensuing discussion led to the conclusion that the New South Wales offer was the most promising, particularly when it was taken into account that in both Victoria and South Australia unions were exploring ways of joining federal awards because of the pedestrian progress being made with negotiations at the State level. In the light of these findings, the Headmaster tabled the employer's fourth draft

agreement. which contained two fundamental changes from its predecessor. First, in order to maintain parity with independent schools in New South Wales, the additional 8 per cent salary increase was offered in four instalments of 2 per cent each between July 1995 and January 1997, with the agreement ending in April 1997. Secondly, within the section on efficiency improvements, an additional clause had been added entitled 'professional responsibilities'. The Headmaster explained that this clause had been based on some elements in the Western Australian Catholic Schools' Enterprise Agreement which had just been ratified at the time:

> We adapted it to suit us. Indeed, ours is a much more open statement, but it's one in which we recognise that schools have a range of goals that are all to do with work practices in a holistic sense, but we made very plain that school management has to take into account the effect of that on staff; and that there must be consultation between staff and management. (Respondent ER1, interview, 3 January, 1996)

It was this notion that teachers at the School should jointly subscribe to its goals through a shared responsibility that, from the Headmaster's point of view, warranted a salary increase of 8 per cent over a two year period.

Once the employees' representatives had declared the acceptability of the efficiency improvements as defined up to the tabling of the fourth draft agreement, the Headmaster outlined the formal process that it would be necessary to pursue in order for an agreement to be legally enforceable. As an essential element of this process was the approval of the agreement by the School Council, the Headmaster was anxious to keep things moving along as quickly as possible. If there was to be any chance of the remaining 1.5 per cent instalment of the 5 per cent claim being paid before Christmas, it was vital that an agreement should be presented to the next meeting of the School Council's finance committee which was scheduled to take place the following week. Once again, with the intention of expediting the matter, it was decided to enable the whole staff to react to the employer's fourth draft agreement by allowing an

extended lunchtime meeting on the following day. The urgency of the proceedings was further accentuated by the imminent departure of a large group of the staff on an outdoor education programme.

The employer had realised that the initial committed position on salary in the enterprise bargaining process was untenable. The employees had been sufficiently convincing in their argument that there could be no agreement unless their additional salary claim was addressed within the scope of the current negotiations. The employer's strong desire to conclude an agreement prior to the end of the academic year also provided the incentive to break new ground in the endeavour to embrace the 8 per cent claim. This undertaking was facilitated by using the New South Wales settlement as a reference point. However, the ultimate fate of the proposed agreement was to be determined by the staff as a whole.

Stage Five-Sub-Stage Two: Employee Pragmatism

The full staff meeting organised for the purpose of reacting to the employer's fourth draft agreement was held the following day. After some general discussion, the motion was put that the employer's new salary offer should be accepted as it stood, but this was defeated on the grounds that the time frame involved for the payment of the 8 per cent salary increase was too long. As no alternative arrangement could be decided on, it was agreed by the staff that the employees' representatives should express a number of concerns on the salary issue at the meeting with the employer to be held that afternoon. First, it was thought that the time frame for the payment of the 8 per cent was too long, and the staff was unwilling to be committed so far into the future. Secondly, the individual instalments were considered to be unacceptably small. Finally, more explanation was required as to the expiry date of the proposed agreement which appeared to the staff as being arbitrary. An acceptance from the staff of

the efficiency improvements contained in the employer's fourth draft agreement was also obtained at the meeting.

The employees' representatives continued their discussion with the employer half an hour after the conclusion of the staff meeting. In response to the staff's concerns regarding the payment of the 8 per cent salary increase, the Headmaster immediately offered to pay in three instalments; 2 per cent on 1 July 1996, 2 per cent on 1 January 1996, and 4 per cent in July 1996. In making this concession, the Headmaster was also adamant that there could be no change to the duration of the agreement, although this did not preclude further negotiations from occurring prior to the expiry date. Indeed, it was made clear that the employer would prefer to restart negotiating for the next agreement by the middle of 1996. A decision was made to arrange an urgent meeting of the whole staff immediately after school, in order to ratify the new salary offer.

By this stage the employees' negotiating committee adjudged that the employer's latest offer was the best that could be achieved in the circumstances. Although the Headmaster had not actually used the term 'final offer', it appeared to the employees' negotiators that the duration of the proposed agreement had been determined by the arrangement in New South Wales, which meant that the employer would be extremely reluctant to bring the agreement's expiry date any further forward. The advice that had been received from the Union was also reassuring. By comparison with what was happening in other schools, it was evident that the prospective agreement was favourable and the employees' negotiators felt, therefore, that the positive features of the employer's proposal needed to be conveyed to the staff as a whole. One such negotiator explained it thus:

> I felt we negotiated the best deal we could at the time. I don't think we could have done any better, I was quite convinced of that. When we put it to staff to vote on and said let's accept this, I felt that was the best we were going to get. (Respondent TU2, interview, November, 1995)

The affirmative judgement that the employees' negotiators had made in regard to the employer's revised strategy on salary helped to gain the approval of the staff for the fourth draft enterprise agreement at a brief meeting after school. There was also a formal expression of the appreciation felt by teachers for the spirit of goodwill which had characterised the enterprise bargaining process.

The employees' acceptance of the employer's proposals automatically entailed closure. Although the staff had not obtained exactly what it wanted in terms of salary, assent had been given because of advice received from the negotiating committee. There was also a recognition that both parties had made concessions in order to reach agreement and this dispelled fears that the employer was gaining the upper hand. Finally, closure was underpinned by the pragmatic consideration that the agreement was the best that could have been achieved in the circumstances. Accordingly, it was now necessary for the enterprise agreement to be ratified and registered.

SIXTH STAGE: TYING UP LOOSE ENDS

The sixth and final stage of the enterprise bargaining process at the School is entitled 'tying up lose ends'. This took place over a two month period during which the procedures that needed to be complied with in order to obtain the agreement's legal endorsement were dealt with. The stage has been divided into two sub-stages, namely, 'ratification' and 'registration'. During the sub-stage of 'ratification' a process was undertaken to ensure approval of the agreement by the parties involved. During the sub-stage of 'registration' the School's enterprise agreement was lodged with the Western Australian Industrial Commission in order to achieve its legal validity.

Stage Six-Sub-Stage One: Ratification

Amidst what many participants considered the 'elation' in the immediate aftermath of the framing of an agreement, it was necessary for the Headmaster to ensure that the School pursued the appropriate bureaucratic procedures for gaining endorsement of the enterprise agreement prior to its registration with the Industrial Commission. In a letter to the staff written on the day following the reaching of agreement, he outlined the due process that needed to be undertaken. Initially, the agreement would be submitted to the School Council for approval. A copy of the agreement would also be presented to the Union. Once both the School and the Union were satisfied that the agreement's provisions did not conflict with other equitable employment policies, an application could be made to register the agreement with the Industrial Commission.

Ten days later the Headmaster was able to announce to the staff that the provisions of the School's enterprise agreement did not conflict with other equitable employment policies and, as a result, the agreement had been formally approved by the School Council. This development enabled the signing of appropriate documentation by the School and the Union, and the lodging of the agreement with the Western Australian Industrial Relations Commission. An application had also been made for a hearing date. The School Council's adoption of the agreement automatically entailed the granting of the final 1.5 per cent instalment of the 5 per cent claim which would be paid to the teaching staff retrospectively from 1 July 1994 and be ready for inclusion in the December pay.

Stage Six-Sub-Stage Two: Registration.

The registration hearing took place at the Western Australian Industrial Commission on 19 January 1995. The proceedings were attended by the Union

representing the employees, and the Headmaster and the Chairman of the School Council representing the employer. The Secretary of the Union reported (Western Australian Industrial Commission, 1995b, p.9) that the terms of the School's agreement reflected the views of both the employer and the employees on the negotiating team. The opinion was also expressed that the agreement reached was far sighted and, to a certain extent, courageous, because it attempted to establish long term restructuring within the School. The Headmaster added that, in his view, the agreement was of mutual benefit to both employees and employer and that the School gained a great deal from the enterprise bargaining process. In registering the School's enterprise agreement the Chief Commissioner commented on the:

> Nice balance between industrial reality of things that have to be addressed for the protection of terms and conditions, but also the thrust of what education is all about in terms of reference to pastoral care and the philosophy of the School and the professionalism with which teachers are dedicated to giving their services to the next generation of leaders and participants in the community. (Western Australian Industrial Commission 1995b, p.16)

At the start of the 1995 academic year the Headmaster was able to declare to the staff that the School's enterprise agreement had been successfully registered with the Western Australian Industrial Commission without any alteration. Accordingly, he advised that attention could now concentrate on the implementation of the agreement, deliberations on matters listed in the agreement for further discussion, and monitoring what was happening in other Western Australian schools regarding award restructuring initiatives to enable an assessment of the School's independent professional aims and practices.

CONCLUSION

This chapter has presented the first theoretical proposition of the study. This proposition asserts that the process of enterprise bargaining at the School was

dealt with through a sequence of six clearly identifiable, and relatively discrete stages. The stages were as follows: 'building commitment to enterprise bargaining', 'distinguishing substantive issues for negotiation', 'persuasion', 'collision course', 'closure', and 'tying up loose ends'.

To contend that the process of enterprise bargaining at the School was dealt with according to stages is not to suggest that these stages are applicable to all cases of enterprise bargaining. In this regard, Fells (1995a, p.274) has asserted that all processes of negotiation are unique. Nevertheless, an examination of the sequence of stages as identified by this study serves to develop perspectives on the process of enterprise bargaining generally. Particularly instructive is that an integral element of the second main stage of 'distinguishing substantive issues for negotiation' involved the parties getting organised. On this, Fells has argued (1995a, p.277) that in spite of the importance of this phase of negotiations, it might appear to those involved at the time, as though little progress is being made. Consequently, there is a danger of frustration emerging amongst the parties. For this reason he goes on to advocate that this phase of negotiation needs to be recognised explicitly by negotiators so that time is allowed for parties to become organised.

This study's identification of stages in the process of enterprise bargaining also serves to highlight the fact that negotiations do not always progress smoothly towards agreement (Baird and Grey, 1995, p.291; Fells, 1995a, p.274). For example, the 'collision course' stage identified in this study represented an impediment in the path to an enterprise agreement. Furthermore, this phase of enterprise bargaining required particular problem-solving responses from the negotiators in accordance with the specific context of the stage that the negotiations had reached. To make this observation is to reiterate Fell's contention (1995a, p.274) that negotiators need to take cognizance of different

stages in the process and to consider what strategies are necessary for approaching each stage constructively.

In conclusion, the first theoretical proposition contained in this chapter, namely, that the School's enterprise bargaining process was dealt with through six clearly identifiable and relatively discrete stages, serves to illuminate what may be expected in the pursuit of an agreement. It also highlights the importance of being able to gauge the condition of the negotiations in order to devise appropriate bargaining approaches. Finally, the elaboration which has been presented on the proposition constitutes 'thick description' which serves to contextualise the two further propositions to be considered in the next two chapters.

CHAPTER SIX

SECOND SET OF THEORETICAL FINDINGS

INTRODUCTION

The process of enterprise bargaining at the School, as the previous chapter has demonstrated was dealt with through six relatively discrete stages. It is against this background that the second set of theoretical findings with regard to the central aim of the study can be understood. These findings are captured in the following major proposition, the second of this study: *The process which led to the enterprise bargaining agreement was dealt with by all parties maintaining trust in each other throughout. The maintenance of this trust was facilitated by and reinforced by the maintenance of a communication network. This network allowed parties to be able to communicate with each other at all times even if through a third party and allowed trust to be rebuilt when it broke down*. This proposition is now considered in detail. Each of the main points of the proposition is dealt with separately.

TRUST WAS MAINTAINED BY ALL PARTIES IN EACH OTHER THROUGHOUT THE ENTERPRISE BARGAINING PROCESS

The first part of the central proposition under consideration in this chapter contends that the process which led to the enterprise bargaining agreement was dealt with by all parties maintaining trust throughout. Accordingly, it is instructive to define exactly what is meant by the notion of trust. First, trust generally involves an assumption that the word of another can be relied on. Within the more specific context of enterprise bargaining, trust also relates to an understanding that the other party is willing to cooperate in negotiation and in the maintenance of good relations between management, employees and unions (Fells, 1993b, p.33). However, within the present context, a number of more

specific properties of the notion of trust also emerged. In particular, confidence and respect were revealed as two properties of the trusting relationship.

Three key relationships illustrate how the enterprise bargaining process was dealt with by all parties maintaining trust in each other. These were: the relationship between the employer and employee negotiating committees; the relationship between the School Council and the Headmaster; and the relationship between the negotiators at the School and the Union. Each of these sets of relationships will now be considered in turn. This consideration will demonstrate that in the first relationship trust was manifested in the assumptions shared about how negotiations should be conducted. In the second relationship trust was manifested in the confidence parties demonstrated in each other's abilities. In the third relationship trust was manifested in the respect the parties showed for each other

The Relationship between the Employer and Employee Negotiating Committees

Trust emerged as a major feature of the relationship between the employer and employee negotiating committees and was manifested in the assumptions shared about how negotiations should be conducted. It will be recalled that these respective negotiating committees were the direct players in the School's enterprise bargaining process in the sense that they actually sat at the negotiating table. On the employees' side the negotiating committee comprised the Union's school representative and two elected staff representatives. The employer was represented by the Headmaster, the Deputy Headmaster and the Bursar.

From the outset, a level of trust towards the employer was evident within the employees' negotiating group. It was particularly evident in their approach to the Headmaster in the sense that employee negotiators were inclined to believe

that his word could be relied upon and that negotiations would be as open as possible. This degree of trust had evolved over a period of time from previous encounters with the Headmaster over school matters. As one negotiator put it:

> I feel that I understand the Head and his *modus operandi* fairly well. I did not expect there to be any conspiracy. (Respondent SR2, interview, 12 December, 1995)

The members of the employees' negotiating team also trusted the Headmaster. This was evident in their assumption that he would cooperate with the staff in the enterprise bargaining process and that it was therefore unlikely to become an adversarial encounter:

> Just knowing the nature of him, he wouldn't allow it to become confrontational himself. It was against everything he believed in or the way he operates. (Respondent TU2, interview, 11 November, 1995)

The outlook represented by this quote reveals the staff negotiators' assumption that the Headmaster would conduct negotiations on an open and collaborative basis

The situation being portrayed is not one that emerged by accident. It is clear that there was a preexisting climate of trust amongst the employees' negotiators towards the employer, especially as represented by the Headmaster. Confirming Starratt's observation (1995, p.43) regarding the evolution of such a climate, this trust had been forged over time through the experience of personal relationships which served to affirm the Headmaster's reliability and receptiveness to the sharing of ideas. There was, as a consequence, a predisposition that negotiations with the employer would be genuinely collaborative, providing a crucial foundation for building the commitment that was fundamental to Stage One (Building Commitment) of the process of enterprise bargaining.

There was also a trusting disposition amongst the employer's negotiating committee towards its employee counterpart. Once again this involved an assumption that the other party would support an open and collaborative approach to negotiations. As one employer negotiator stated:

> I wasn't expecting any subterfuge or other agendas. I think I know the staff involved and I thought people would be open. (Respondent ER2, interview, 19 January, 1996)

In addition to this predilection to trust the employee negotiating committee, there was the assumption by the employer's negotiators that in a context of enterprise bargaining the employee negotiators as well as the whole staff would automatically believe them to be fully trustworthy. From their perspective:

> The Council, the Head, and the Executive would never try to hold the staff back, see the staff worse off than anybody else, con the staff, or talk them into something that was a deal which suited the employer. (Respondent ER3, interview, 18 December, 1995)

This outlook was predicated on the employer's cardinal belief that enterprise bargaining presented an opportunity to achieve favourable outcomes for both parties. In other words, the employer subscribed to the view that the process should involve the pursuit of common goals.

From considerations so far it can be seen that the mutuality of trust existing between the negotiating parties was based on shared assumptions as to how the negotiations should be conducted. These assumptions entailed a rejection of the notion of adversarial bargaining and an acceptance of the need to pursue negotiations according to openness and collaboration. In addition, their existence was attributable to the School having a tradition of trust within working relationships. This observation supports Wallaces's contention (1996, p.100) that "trust needs to be earned and maintained over a long period of time".

<u>The Relationship between the School Council and the Headmaster</u>

Trust also emerged as a major feature of the relationship between the School Council and the Headmaster. In this relationship trust was primarily manifested in the confidence the parties demonstrated in each other's abilities. The central importance of the confidence that existed helps to confirm Whitaker's proposition (1993, p.141) that "building relationships of mutual trust involves having confidence in each other". The confidence which the Council had in the Headmaster's ability to pursue enterprise bargaining effectively was apparent in the amount of discretion which it permitted the Headmaster to exercise. This represented an essential element of the way in which the School dealt with the process.

Most importantly in this respect, the School Council accepted that because the Headmaster was the initiator of the enterprise bargaining process at the School, he should therefore be given a free hand to get on with the job. One Council member summed up this view as follows:

> Council took a very reasonable view in giving the Headmaster and the negotiating committee the flexibility to go and do the job. We didn't spend our entire time asking him to report back every minute thing that happened. We just said, look, this is a good idea, this is what we want, here's some guidelines, go for it.
> (Respondent COC, interview, 28 December, 1995)

The adoption of this relatively *laissez faire* approach by the School Council towards enterprise bargaining was based largely on its confidence in the Headmaster's abilities. This involved a willingness on the part of Council members to accept his advice both during Stage One (Building Commitment) of the process and also as the negotiations progressed.

In Stage One of the process, two events in particular, illustrated Council's confidence in the Headmaster's judgement. First, there was Council's deference to his advice that the single enterprise agreement should be the School's

preferred option. The Headmaster's demonstrated interest in industrial matters and his previous involvement in award restructuring initiatives were acknowledged as providing him with the expertise to enable the making of judicious decisions. Secondly, there was the Council's acceptance of the Headmaster's suggestion that it was not necessary for any of the Council members to be directly involved in the negotiations. This contrasts with what happened in some Western Australian independent schools where the employer's negotiating committee established for enterprise bargaining comprised the principal as well as members of council. In this case, such an arrangement was considered undesirable because it indicated a lack of confidence on the part of the governing body in the school's executive. The Headmaster referred to the thinking on this matter thus:

> Some of the negotiating teams were going to be a mixture of council plus the head which would be unwieldy and, in my view, showed a little bit of a lack of confidence in the executive at the school. (Respondent ER1, interview, 3 January, 1996)

Similarly, in Stage Five (Closure) of the process, the School Council's approval of the proposed arrangement which had been devised to accommodate the increased salary claim indicated a level of confidence in the Headmaster's handling of the situation. Although the School Council had been led to believe that the agreement would embrace a 4.9 per cent salary increase for the teaching staff, it was still prepared to acquiesce to the Headmaster's recommendation that an extra 8 per cent be paid over an additional time frame of fifteen months. Overall, then, the degree of flexibility bestowed upon the Headmaster in pursuit of enterprise bargaining was predicated on Council's confidence in his ability to construct an agreement with his staff which was advantageous to the School as a whole. In the words of one member of Council: "Well, you employ the fellow to do the job and if you're happy with what he's doing you have to give him your support" (Respondent C2, interview, 16 January, 1996).

The mutuality of confidence in the relationship between the two parties was substantially exhibited by the Headmaster's own feeling that Council had shown confidence in his ability to conduct enterprise bargaining successfully. This situation contrasted with the problems that other Western Australian independent schools were experiencing in pursuit of enterprise agreements:

> Council showed enormous confidence in me; but they kept hearing from some of their colleagues on other councils that enterprise bargaining was likely to create all sorts of divisions and tensions. (Respondent ER1, interview, 3 January, 1996)

The Headmaster, therefore, had confidence in Council because it had allowed him considerable autonomy in the conduct of negotiations with his teaching staff.

The relationship between the governing body and the principal in an independent school, as Ashenden and Milligan have stipulated (1993), is crucial:

> When things go wrong, the vulnerability of independent schools quickly becomes apparent. Conversely, when the relationship goes well, there is a scope for action which many schools would envy. (p.18)

Certainly the nature of the relationship that existed between the School Council and the Headmaster within the present study represented a significant factor in the way the School dealt with the process of enterprise bargaining.

<u>The Relationship between the School Negotiators and the Union</u>

Trust also emerged as a major feature of the relationship between the school negotiators and the Union. This trust was manifested in the respect which these parties showed for each other. The primary illustration of respect which characterised the employer's attitude to the Union was the acknowledgement of the Union's legitimate role in the School's enterprise bargaining process. Most notably, one of the reasons why the Headmaster had rejected the prospect of

workplace agreements at the School was because such agreements did not allow for union involvement. As he pointed out:

> I had a concern about the workplace agreement pathway in that I happen to believe that there is great value in the unions and I've always encouraged people to belong to an association.
> (Respondent ER1, interview, 3 January, 1996)

He had already developed a particular respect for the ISSOA resulting from his previous involvement with award restructuring initiatives in collaboration with the Union. Furthermore, a positive and consultative relationship between school management and the staff union representative forged over a number of years served to reinforce the respect existing between the parties. As one employer negotiator put it: "Our relationship with the Union and, in particular through the School's union representative, was warm, open, non-threatening, and healthy" (Respondent ER3, interview, 18 December, 1996).

The ISSOA was, in fact, adapting to the introduction of enterprise bargaining into non-government schools very quickly; a factor which further contributed to the school management's perception that the Union would be willing to collaborate in the framing of an agreement. It was also this willingness to embrace the system of enterprise bargaining that determined the nature of union respect. In other words, this respect applied to the process itself as well as to the conduct of the individuals involved in enterprise bargaining at the School. As Hargreaves (1994, p.252) has stipulated, trust can be invested in both the "expertise and performance of abstract systems", and in the "qualities and conduct of individuals".

The Union's investment of respect in process and persons can be illustrated by two examples. First, it can be illustrated by the perceived advantage of teachers negotiating directly with the employer. Secondly, it can be illustrated by the recognition that enterprise bargaining has the potential to improve the quality of education provided by non-government schools.

The Union's belief that teachers within a school should negotiate directly with the employer governed the Union's preference not to negotiate on the employees' behalf during enterprise bargaining. Indeed, the Union regarded its advisory role to the staff negotiators at the School as representing the ideal model. Although the Union was consulted at various stages during the process of enterprise bargaining, as illustrated in the previous chapter, it was never required to be present at the actual negotiation meetings. From the Union's perspective, this arrangement was likely to eventuate in an agreement that was genuine in the sense that it reflected the views of both the employer and the employees. The Union's preferred role in negotiations is put succinctly by the following comment of one union official:

> We're there to advise, to participate when invited, and to butt out when we shouldn't be there, and that's important for enterprise agreements to be genuine agreements." (Respondent TU1, interview, 22 January, 1996)

The Union, therefore, respected the process of enterprise bargaining for its capacity to promote direct negotiations between employer and teachers leading to genuine agreement. However, at another level the Union's respect also applied to the conduct of the individuals who were involved in the process at the School. As one union official commented in explaining the success of the School's enterprise bargaining process:

> The relationship between the staff negotiating team and the Union was excellent, was what it should have been, as was the way the staff conducted themselves in negotiations and the way the employer conducted itself in negotiation. (Respondent, TU1, interview, 22 January, 1996)

The Union, therefore, had respect for the people who were involved in the process at the School.

The second way in which the Union's investment of respect in process and persons can be illustrated, it will be recalled, was in the recognition that the enterprise bargaining process had the potential to improve the quality of

education provided by non-government schools through the introduction of greater efficiencies and flexibility. Indeed, in the wake of schools completing their first enterprise agreements throughout the non-government sector, some reservations were expressed by the Union about the ability of employers and teachers to envisage enterprise bargaining as a means of looking beyond traditional industrial matters. This point was highlighted by a union official as follows:

> We have to start thinking beyond traditional areas of bargaining; industrial areas. There's enormous potential in the independent school sector to achieve great outcomes for enterprise bargaining such as the quality of education if it includes quality of teaching. (Respondent TU1, interview, 22 January, 1996)

Nevertheless, within the specific context of the School being reported here, the Union's respect for the conduct of individuals in the bargaining process was evident. The Union recognised that the foresight characterising the ultimate agreement was partly attributable to the employer's attitude to enterprise bargaining:

> They went beyond the narrowness of the industrial negotiating environment, they had foresight in relation to looking at the longer term, some of the conditions didn't just relate to salaries, so they opened up. (Respondent TU1, interview, 22 January, 1996)

The resulting agreement was considered to have more scope than those achieved by other independent schools, particularly when the unprecedented nature of the situation was taken into account.

From the above considerations the manifestation of trust in the mutuality of respect between the school negotiators and the Union is clear. The school negotiators acknowledged the legitimate role of the Union in the process of enterprise bargaining which emanated from a respect that had evolved over a period of time. On the other hand, the Union's respect was invested both in aspects of the process and in the conduct of the individuals who were involved at the School.

The benefits to enterprise bargaining that were derived from the mutuality of respect between the school negotiators and the Union concurs with the contention of Kerchner and Koppich (1993) that effective collaboration requires a climate of trust in which both school and union leaders respect one another and each other's roles. Furthermore, the Union's recognition that enterprise bargaining could be used as an instrument to improve the quality of education may be viewed as evidence that it was embracing the notion of 'professional unionism' (Kerchner and Koppich, 1993). As Wallace (1996, p.99) contends, in order to foster union support for educational reform, it is necessary for the union to gain a perception that it is a genuine partner with the employer in the exercise.

The trust that was a prominent feature of the relationships between parties in the School's process of enterprise bargaining was further facilitated and reinforced by communication. It will now be considered in some detail. This, it will be recalled, constitutes the second part of the proposition being discussed in this chapter.

THE MAINTENANCE OF TRUST WAS FACILITATED BY AND REINFORCED BY THE MAINTENANCE OF A COMMUNICATION NETWORK

The process which led to the enterprise bargaining agreement, as has just been illustrated, was dealt with by all parties maintaining trust in each other throughout. The second part of the proposition contends that this trust was facilitated by and reinforced by the maintenance of a communication network. The network allowed parties to communicate with each other at all times, even if through a third party. Also, it was this communication network which allowed trust to be rebuilt when it broke down.

The importance of communication between parties for the efficacy of the enterprise bargaining process was recognised from the outset. One respondent stated that there was a realisation that, "if you communicate often enough and clearly enough things that are a problem can be clearly identified and generally resolved" (Respondent COC, interview, 28 December, 1995). Accordingly, much effort went into establishing and maintaining a communication network. This communication network promoted information sharing and consultation which facilitated the maintenance of trust between parties at all stages of the enterprise bargaining process. The constituent elements of the network were the communications between: the Headmaster and the School Council; the employer and employees; the employees' negotiating committee and the Union; and the employer and the Union. Each of these will now be considered in turn.

The Communication Network between the Headmaster and the School Council

The Headmaster's formal communication with the School Council was conducted by means of a separate agenda item on enterprise bargaining for each meeting of the School Council as a whole, as well as for meetings of the finance sub-committee. In addition, Council was kept informed through the Headmaster's monthly report. Furthermore, at an informal level, there was regular communication between the Headmaster and the Chairman of the Council over the phone. Accordingly, Council was apprised of major developments that occurred in the negotiating process.

The more direct communication was focused on the key personnel within the Council, particularly the Chairman, and the Treasurer. These members of Council comprised the 'executive' in this context and were primarily responsible for making decisions. The momentum of the enterprise bargaining process was maintained by the Headmaster liaising with them rather than with

the School Council as a whole. This arrangement was effective in keeping Council informed about the progress of negotiations and perpetuated Council's trust in the Headmaster's ability to deal with the situation. In the words of one member of Council:

> We had a great deal of confidence in the Headmaster. He always kept us fully informed about what he was doing, and if we weren't happy we would say something about it.

He went on to add: "I give him his due, he chops down a lot of trees and we get a lot of information" (Respondent C2, interview, 16 January, 1996).

The Communication Network between Employer and Employees

The communication network between the employer and the employees during the actual negotiations was indirect because it was conducted through the elected employees' negotiating committee. The employer supported the employees' negotiating committee in its efforts to communicate regularly with the staff as a whole to the extent that time was made available for this purpose. This willingness of the employer to encourage such communication nurtured trust amongst the employees because it was interpreted as a desire on the part of the employer to collaborate in the formulation of an agreement. The communication between the employees' negotiating committee and staff served to keep teachers informed of developments in negotiations and fostered consultative interaction.

The role of the employees' negotiating committee was not the only feature of communication between the employer and the employees. The staff was also informed of developments in the negotiations through the availability of minutes from enterprise bargaining meetings. These documents served to enhance the communication that occurred between the two parties. First, a great deal of care was taken in the editing of minutes in an attempt to obviate the possibility of

misinformation. Secondly, the minutes constituted an agreed summary of what took place at the meeting. In other words, both the employer and employees' representatives at the negotiating table worked with the minutes secretary to achieve consensus. The adoption of this procedure ensured that the staff received an accurate account of respective positions as the negotiations unfolded.

The Communication Network between the Employees' Negotiating Committee and the Union

Another constituent element of the communication network was that which occurred between the employees' negotiating committee and the Union. The Union was kept up to date with the progress of the negotiations in its advisory capacity. This had benefits when enterprise bargaining reached the ratification stage or Stage Six (Tying up Loose Ends) because it was possible for the Union to determine that the ultimate agreement was one that had been desired by both parties. One union official explained the situation in the following terms:

> We were kept fairly much up-to-date as to the progress of the negotiations. I indicate that because when the final agreement was reached between the two parties, the ISSOA was in a good position to be able to ensure that it was a genuine agreement and the terms of the agreement reflected the views of both the employer and the employees on the negotiating team, in fact, in total. (Secretary of the ISSOA. Registration of Industrial Agreements. Transcript of Proceedings. I9 January, 1995)

In other words, the communication network facilitated union trust in the composition of the School's final agreement.

The Communication Network between the Employer and the Union

The employer also had some direct communication with the Union through the School's union representative which reflected the quality of the working relationship that had evolved over the years between the Headmaster and the

incumbent. The Union's school representative referred to the nature of this dialogue thus:

> I felt that as I had negotiated with the Head as union rep for so long. I was more of a focus for what he had to say and I found that he often wanted to talk to me outside of the meetings just to draw things across without interfering with what we could do in the actual bargaining. (Respondent TU2, interview, 11 November, 1996)

This form of regular communication was predicated on a trusting relationship underpinning a collaborative approach to enterprise bargaining.

THE NETWORK ALLOWED ALL PARTIES TO BE ABLE TO COMMUNICATE WITH EACH OTHER AT ALL TIMES EVEN IF THROUGH A THIRD PARTY, AND ALLOWED TRUST TO REBUILT WHEN IT BROKE DOWN

The third part of the central proposition under consideration in this chapter contends: *The network allowed all parties to be able to communicate with each other at all times even if through a third party, and allowed trust to be rebuilt when it broke down.* In addition to the direct communication between the employer and employee negotiators, it was possible for the indirect players in the enterprise bargaining process to communicate with each other. The School Council was able to communicate with the employees' negotiators and the staff as a whole through the Headmaster. Likewise, the staff was able to communicate with the School Council through their elected negotiators. Equally, the Headmaster or other members of the employer's negotiating team could communicate with the staff as a whole through the staff negotiators. However, there was also an understanding that in certain circumstances where clarification might be required, more direct communication could be needed. It was the Headmaster's view that, in the spirit of enterprise bargaining, he should be able to explain any of the School's proposals to the staff directly if required, just as the School Council should be able to ask staff negotiators for clarification on matters as deemed necessary. During the actual negotiations, the Headmaster

communicated directly on one occasion with the staff as a whole by letter in Stage Four (Collision Course) of the process. The staff negotiators were not required to communicate directly with the School Council at any stage.

Throughout the process the Union was in communication with the employee negotiators and in particular with the School's union representative. In Stage Six (Tying up Loose Ends) of the process, communication between the Union and the Headmaster was direct as the agreement underwent ratification prior to being lodged at the Industrial Commission.

The significance of the communication network which existed was that it allowed trust to be rebuilt when broken down. This is not to say that the communication network always operated perfectly. Indeed, it was the employer's perception that the temporary deterioration in trust that occurred in Stage Four (Collision Course) of the process was attributable to a breakdown in communication. Nonetheless, it was also communication which was responsible for the rebuilding of that trust.

The regular communication that took place between the employees' negotiators and the staff as a whole was considered by them to be a strength of the employees' negotiating approach because it enabled consultation with the staff and hence its ownership of the ultimate agreement. For the employees' negotiating panel, the desirability of such conduct was highlighted when comparisons were made with practices in some other schools. One staff negotiator commented on this as follows:

> In other schools the staff were just given a *fait accompli* at the end and told, this is it, either agree or disagree with it. We, particularly as negotiations went on, were organising full staff meetings which were pretty well attended at every opportunity when we needed a decision. (Respondent TU2, interview, 11 November, 1996)

Although the employer supported the frequency of communication between the employees' negotiating group and the staff as a whole, there were some misgivings expressed. The constant referral of decisions made at the negotiating table by the employees' representatives to the staff constituency was not only regarded as time consuming by the employer, but was also questioned on the grounds that it undermined their representative role. As one employer's negotiator commented, the employees' negotiating team had not been vested with adequate authority to make decisions. He went on:

> I envisaged that the negotiating team would be willing to make decisions rather than referring back to staff the whole time. There were times when the negotiating team were acting as stewards not negotiators. (Respondent ER2, interview, 23 January, 1996)

These doubts highlight the impact of 'intraorganisational bargaining' (Walter and McKersie, 1965) on negotiations. In addition, they give credence to Fell's observation (1995, p.281) that the interaction between employee negotiators and their constituency groups can make it extra difficult to reach an agreement and can also be very time consuming. This certainly appeared to be the case when the staff's reaction to the employer's revised salary position became apparent. It will be recalled that during Stage Four (Collision Course) of the enterprise bargaining process, the staff interpreted the employer's rounding up of the 4.9 per cent offer to 5 per cent as a point one of a per cent counter-offer to their additional claim of 8 per cent. This reaction was attributed by the employer's negotiators to the fact that the staff had been misled by their representatives over the employer's position on salary. This was particularly disappointing to one of the employer's negotiators because it appeared to him that the employer's intentions on the matter were being called into question by the staff. As he stated: "The disappointment is that the staff obviously didn't have as much trust that it would come out right or never had the trust in the first place" (Respondent ER3, interview, 18 December, 1995). However, the communication which characterised the manner in which the the salary dispute

was dealt with by the negotiating parties quickly restored trust in the relationship and enabled a collaborative approach to resolving the issue.

Action by the Headmaster was crucial in this process of restoration. First, he wrote an open letter to the staff in an attempt to clarify the employer's position on salary which he felt had been misconstrued. The letter also explained what options were available for the negotiations in the wake of the additional salary claim. On this he stated: "The letter was actually done at high speed overnight. I wanted it as clear as I could and to open up the issue to all parties." A second letter was written rectifying the perceived mistaken assumption that had been made relating to the staff's previously declared salary position. This communication at least reassured the staff that the employer had not intended the rounding up of the original 4.9 per cent to 5 per cent to be a counter-offer of point one of a percent. It also indicated that the employer was amenable to considering the staff's additional salary claim. In so doing, the climate of trust which had underpinned the relationship between the parties was again reinforced.

Another dimension of communication which helped to restore trust between the negotiating parties was the commitment to openness when discussing the salary issue. As the Headmaster asserted, "the more background discussion the better, the more floating and bouncing of ideas the better". In other words, a willingness to be open resulted in an understanding between parties of respective interests and perceptions, thus facilitating trust in the relationship. In particular, this was manifested in the propensity of the negotiating teams to share information. Relevant information regarding wage cases throughout Australia was being obtained by both parties and contributed to the dialogue over the salary issue. One of the employer negotiators commented on the positive impact of the sharing of information between the parties thus:

> We were passing full information on so that there was a very definite sharing, and in return the employee team was passing back their latest information on other States and schools about what they were doing. I thought the exchange at the negotiating table was wider than most others. I thought that was very healthy. (Respondent ER3, interview, 18 December, 1995)

It was such openness between the negotiators during Stage Five (Closure), which reaffirmed feelings of trust in the relationship.

It was therefore the communication network that was established between the parties and maintained throughout the process of enterprise bargaining which reinforced and sustained trust in relationships. The fact that parties had the capacity to communicate with each other during negotiations meant that consultation and openness were integral to the exercise. These qualities served to promote understanding between the parties and allowed common interests to be addressed. The vital nexus between trust and communication has therefore been established, for, as Wallace (1996, p.100) has claimed in regard to promoting collaboration between management and unions, "trusting relationships are built between people who communicate frequently".

From considerations so far it can be seen that, contiguous with Hargreave's contention (1994, p.251), the establishment of trust and its maintenance through a network of communication were fundamental to the creation of collaborative working relationships. As one Council member stated: "Everyone is on the same team; we're here for the same common purpose" (Respondent C2, interview, 16 January, 1996). This outlook was shared by all the parties involved in the process of enterprise bargaining. It entailed a recognition that enterprise bargaining necessitates working together on tasks that are considered to be important to both the employer and the teaching staff as a whole; a situation which was supported by the Union. The principle of collaboration was therefore central to the School's enterprise bargaining process and was instrumental to

reaching an agreement. In this regard, bargaining was perceived as a means of creating mutual gain as opposed to dividing limited resources. This complies to some extent with Fisher and Ury's notion (1981) of collaborative bargaining. Nevertheless, collaborative working relationships would not have eventuated had they not been underpinned by trust. A preexisting culture of trust based on personal relationships had been built over time. Furthermore, this trust was maintained and developed by the collaborative interaction of the parties during enterprise bargaining.

CONCLUSION

This chapter has presented the second theoretical proposition of the study, namely that the process which led to the enterprise bargaining agreement was dealt with by all parties maintaining trust in each other throughout. The maintenance of this trust was facilitated by and reinforced by the maintenance of a communication network. This network allowed parties to be able to communicate with each other at all times even if through a third party and allowed trust to be rebuilt when it broke down.

The first part of the proposition showed that in the relationship between the employer and employee negotiating parties, trust was manifested in the assumptions shared about how negotiations should be conducted. Trust was manifested in the relationship between the Headmaster and the School Council according to a mutuality of confidence in each other's abilities. In the relationship between the negotiators and the Union, trust was manifested in the respect the parties demonstrated for each other.

In the second part of the proposition the constituent elements of the communication network were described, namely, communication between the Headmaster and the School Council; the employer and employees; the

employees' negotiating committee and the Union; and the employer and the Union.

In the third part of the proposition there was an explanation of how the network served to allow parties to maintain communication with each other and how communication was used to restore trust when it temporarily broke down. Finally, it was stated that the existence of both trust and communication between parties was an essential ingredient of the collaborative nature of the enterprise bargaining process at the School. However, as the next chapter demonstrates, much of this would have been unlikely to have taken place had the Headmaster not played such a key part in the proceedings.

CHAPTER SEVEN

THIRD SET OF THEORETICAL FINDINGS

INTRODUCTION

It has been seen that the enterprise bargaining process at the School was dealt with through six relatively discrete stages. It will also be recalled that parties maintained trust in each other, and that this trust was facilitated and reinforced by the maintenance of communication. However, whilst these were necessary aspects of the process, they were not sufficient on their own to bring it to successful completion. In particular, enterprise bargaining might not have occurred had it not been for the Headmaster who exhibited a broad repertoire of leadership qualities. This third aspect of how the process of enterprise bargaining was dealt with at the School is captured in the third and final major proposition of this dissertation. This proposition is as follows: *The process which led to the enterprise bargaining agreement was dealt with by the Headmaster creatively employing his leadership qualities in a manner which maintained the involvement of all*

parties throughout. These leadership qualities were those of an opportunist, an initiator, a researcher, a learner, a pragmatist, a reassurer, a communicator, an information provider, a responsive individual, and a 'standard bearer'.

What made the Headmaster's leadership effective was not just the possession of these qualities but the utilisation of them in combination. He maintained the involvement of the major 'players' throughout the stages of enterprise bargaining by complementing one quality with another: he complemented opportunism with reassurance, initiation with communication, research with the provision of information, learning with responsiveness, and standard bearing with pragmatism. The manner in which the Headmaster was able to utilise these leadership qualities in combination with each other constitutes the considerations of this chapter.

An opportunist as well as a reassurer

In the sense that he was able to envisage the advantages of the new industrial relations arrangements for the School, the Headmaster was an opportunist. He demonstrated this characteristic throughout the enterprise bargaining process. As early as 1993, well before the new industrial relations agenda had crystallised, the Headmaster construed the emerging alternatives to the award as providing an opportunity for the School. This outlook was summed up as follows:

> It struck me that there was an opportunity to do something which was truly independent. I'm a great believer in schools being able to manage their own affairs, and to do so consultatively. No school is better than its common room, and it seemed critical that we should grasp on to any opportunity that enabled the staff and the School to talk together about wages and conditions.
> (Respondent ER1, interview, 3 January, 1996)

The Headmaster therefore regarded the introduction of site-based negotiated settlements as being potentially advantageous to the School in spite of the

nervousness and anxiety which were endemic throughout the non-government sector of education at the time. First, it was believed that such an arrangement would strengthen the School's operational discretion. Secondly, it was anticipated that the process of negotiation would expand consultation between management and staff, thus serving to promote trust and understanding. By visualising the new agenda for industrial relations in such positive terms an effective foundation was laid for Stage One (Building Commitment) of the enterprise bargaining process.

Not only was the Headmaster's proclivity to opportunism fundamental to the introduction of enterprise bargaining at the school, it was also evident during Stage Five (Closure) of the process. His acceptance that the staff's additional salary claim should be accommodated over a two year period entailed a recognition of the benefits that could be derived from making the enterprise agreement apply for a longer duration. As far as the Headmaster was concerned, an agreement of this nature would allow for orderly budgetary planning, and would also provide a period of stability for the School at a time when the industrial relations scene in general was expected to be unpredictable. As he pointed out:

> There was a sense of uncertainty about what was going to happen in lots of places and it would therefore be helpful if the School got something into place that gave us a fairly calm environment. (Respondent ER1, interview, 3 January, 1996)

It was this capacity to envisage highly complex and problematic situations in terms of positive outcomes for the School which propelled the process at crucial junctures. The Headmaster himself put it as follows:

> I was conscious of the fact that at a number of other schools they were moving slowly, they were having difficulty getting meetings organised. They were feeling that enterprise bargaining was time consuming and creating tensions throughout the School, but I'm a natural optimist and I felt that, hang on, these are just things to talk about, to the extent that I was arguing with others that there are possibilities. (Respondent ER1, interview, 3 January, 1996)

This opportunistic approach of the Headmaster entailed an emphasis on the organisational possibilities presented by enterprise bargaining rather than on the doubts and concerns that were becoming apparent at other schools. In this regard, one is reminded of Dimmock and O'Donoghue's (1997) contention relating to innovative principals and restructuring that, "proactive people seek imaginative creative ways to convert apparently negative, adverse situations into positive advantageous circumstances" (p.158).

Whilst the Headmaster acted as an opportunist, he was also a reassurer. He commented himself, on the subject of the new industrial relations agenda that:

> It seemed to offer opportunities and that's what made me want to look at the legislation and get together, as clearly as I could do it, some statements that helped us all not feel scared about it. (Respondent ER1, interview, 3 January, 1996)

He was therefore mindful of the fact that as site-based agreements represented a radical departure from existing industrial relations practice, there may have been feelings of insecurity amongst certain quarters of the School that would need to be encountered. Consequently, his reassuring role underpinned his efforts to convince the school community of the value of undertaking enterprise bargaining. This was most apparent in Stage One (Building Commitment) of the process.

In part, reassurance was conveyed by means of the Headmaster's strong personal commitment to enterprise bargaining. The coherence and consistency of his belief in the efficacy of enterprise bargaining for the School engendered an authenticity which served to foster the trust and confidence of the other 'players'. In the relatively tortuous Stage Four (Collision Course) of the process, it was this level of conviction that assuaged the nervousness of the School Council and thereby helped the employer to deal creatively with a difficult situation. This observation serves to reinforce Prestine's belief (1994, p.148) that

not only is authenticity a requirement for effective leadership in implementing change, but it must also "spring from a genuine commitment to align beliefs, actions, and words".

In addition to the Headmaster's personal commitment to enterprise bargaining, was his use of a network of communication to promote the reassurance of other parties. The means of this communication varied; sometimes he employed staff meetings, sometimes there were written communications, sometimes he conducted informal conversations with key personnel such as the Union's school representative. However, whatever the form of communication, the emphasis was always on involving other parties and listening to their perspectives. This was especially critical in Stage One (Building Commitment) of the process when it was necessary to obtain the commitment of the staff and the School Council to enterprise bargaining. Although the Headmaster had already developed a distinct preference for the single enterprise agreement, other parties were made aware of the various options that were created by changes in industrial relations practice. Accordingly, the implications of different approaches were understood and people felt comfortable with developments in the process of enterprise bargaining as they occurred.

Overall, then, the Headmaster's reassuring capacity complemented his opportunism. His personal conviction about the worthiness of enterprise bargaining established his authenticity; it helped to cultivate a trust and confidence amongst other parties in himself. Authenticity at the personal level was reinforced through his use of communication. This also served to nurture the school community's loyalty to the process of enterprise bargaining. Without such loyalty his opportunism could not have found expression.

An initiator as well as a communicator

As one member of the School Council put it: "The Headmaster was one of the prime movers on enterprise bargaining, and he was the one who set the wheels in motion" (Respondent C2, interview, 16 January, 1996). From this outlook it is apparent that the Headmaster was an initiator. It is perhaps axiomatic that the most potent illustration of this role was his initiation of enterprise bargaining at the School in Stage One (Building Commitment) of the process. It will be recalled that the Headmaster had been able to develop a comprehensive knowledge base regarding the new industrial relations agenda. He had also gained practical experience in the planning of award restructuring initiatives. With this background to draw on, he was in a position to announce the employer's intention to negotiate some form of workplace agreement with the staff earlier than in most other independent schools. His initiating role was again evident during Stage One (Building Commitment) of the process in his recommendation to the School Council that the single enterprise bargaining agreement option should be adopted by the School and in his presentation to the staff of an employer's first draft enterprise agreement. It was these initiatives in the early stage of the enterprise bargaining process which allowed the Headmaster to articulate a preferred outcome for enterprise bargaining and to take charge of the overall agenda. This situation concurs with Fells' claim (1993a, p.1) relating to workplace interaction in a context of change. According to Fells, management has more information and knowledge than the employees about the need for change. It also has more time to develop thinking and to gain a broad idea of a preferred course of action. Nevertheless, the Headmaster's ability to initiate was not confined to Stage One. Throughout the process he was the one who appeared to take the lead in changing the pattern of negotiations on behalf of the employer. For example, in Stage Five (Closure), it was the Headmaster who initiated the rounding up of the 4.9 per cent salary increase to 5 per cent. He also initiated the revised employer's response to the staff's additional salary claim.

Complementing the Headmaster's ability to initiate was his proficiency as a communicator. Mention has already been made of the communication network that he nurtured for its importance in promoting reassurance amongst the school community. However, his communication with other parties also indicated a willingness to pursue the process by means of consultation. In Stage One (Building Commitment), the Headmaster's decision to appoint a working party to assist him in the framing of an initial draft agreement promoted the notion of consultation. Furthermore, despite the Headmaster's prior formulation of a preferred option, a staff forum was organised that enabled the teachers as a whole to decide which approach to workplace negotiations should be adopted. This event reinforced the consultative nature of Stage One (Building Commitment). It was perhaps indicative of the emphasis that he placed on effective communication that he attributed the staff's reaction to the employer's position on salary in Stage Four (Collision Course) to a misunderstanding caused by poor communication. Indeed, his first response was to write an open letter to the staff in an attempt to clarify the employer's perspective on the matter. In addition, throughout the process the Headmaster continually briefed the School Council regarding developments in negotiations whilst also accepting its advice.

The communication network was energetically maintained by the Headmaster. It served to promote the involvement of other parties and heightened their sense of ownership of the ultimate agreement. These outcomes were particularly relevant in relation to the Headmaster's role as initiator because they helped to build support for his actions.

A researcher as well as an information provider

Throughout the enterprise bargaining process the Headmaster was involved in research about industrial matters. This role was fundamental to his preparation

for the negotiations and enhanced his understanding of an industrial relations environment which was in a state of flux. Research was a crucial element of Stage One (Building Commitment) of the process. At this stage, the Headmaster was willing to undertake investigations concerning the implications of different approaches to workplace agreements for the School. Such ground work was instrumental in enabling him to express a preference for the single enterprise agreement and facilitated his initiation of the enterprise bargaining process.

A further example of the Headmaster acting as researcher was evident during Stage Three (Persuasion). It was at this stage in the negotiations that the staff attempted to persuade the employer to accept an additional salary claim of 8 per cent on top of the existing 4.9 per cent offer. Accordingly, the Headmaster made himself cognizant of industrial relations developments occurring in the New South Wales independent sector of education. The information obtained was significant because it affirmed his belief that the claim should not be addressed under the aegis of the current round of enterprise bargaining; a corollary of which was his continued anticipation that the agreement would embrace the 4.9 per cent offer and apply for the duration of one year.

Research was also a key element of Stage Five (Closure) in the process. By this stage the Headmaster had recognised that it would not be possible to shelve the additional salary claim until the second round of enterprise bargaining. It had therefore become expedient for him to investigate events in other States which could provide guidance for revising the terms of the ultimate agreement. The comprehensive picture of industrial relations developments occurring in education sectors throughout the country that emerged from the research was important. First, it highlighted the fact that the New South Wales arrangement was the most progressive by comparison with other States. Secondly, the use of the New South Wales case as a reference point facilitated a resolution to the

salary issue because it served to legitimate the employer's decision to grant the extra 8 per cent claim over a longer time frame.

Throughout the process, the Headmaster's research role enabled him to be prepared for the negotiations. This, in turn, enriched his understanding of the issues and ultimately helped to promote a successful outcome. Nevertheless, his capacity as researcher was complemented by his willingness to act as an information provider. Furthermore, not only were the results of his research used to enhance his own efficacy within the context of enterprise bargaining, but they were also intended to be illuminating to other 'players' in the process such as the School Council, the staff as a whole, and the employees' negotiating committee. This latter consideration is exemplified in the following comment:

> The key is to have as much information as possible and in a reasonably simplified way. I went through a certain amount of soul searching over whether I was simplifying too much. On the other hand, the moment one started to try to describe things in too much detail, people start to switch off and become suspicious. (Respondent ER1, interview, 3 January, 1996)

In Stage One (Building Commitment), both the School Council and the staff were provided with concise information which made sense of the highly complex changes occurring within the industrial relations context. Members of the School Council were apprised of the available options by means of a paper presented by the Headmaster at one of its meetings. The staff was similarly informed through the auspices of the appointed working party and the staff forum. Hence, it may be contended that the information-providing role of the Headmaster served to heighten the understanding of other parties about changes to industrial relations practice and facilitated their capacity to make decisions. Furthermore, the provision of information by the Headmaster during the actual negotiations contributed to the openness of the discussions, and indicated a desire to tackle difficult issues on a collaborative basis. This was particularly

apparent in Stage Five (Closure) when the findings of his research helped to forge a mutually acceptable resolution to the staff's salary claim.

The Headmaster was, therefore, an active researcher throughout the process of enterprise bargaining, and by virtue of his position was able to exercise this role effectively. His research was fundamental to his own preparation. It enabled him to understand the complexities of the changing industrial relations environment and facilitated a preferred outcome for enterprise bargaining as well as the initiation of the process. However, the information that was derived from his research was also shared with other parties, which assisted in their understanding of the issues and promoted a collaborative approach to negotiations. This situation contrasted with the practice of enterprise bargaining in the health industry as depicted by Gardner (1994, p.16) which was characterised by a reluctance on the part of management to share all relevant information.

A learner as well as a responsive individual

In the sense that the Headmaster's orientations towards enterprise bargaining developed during the process, he was a learner. Indeed, the fact that it was the first time the School had encountered workplace negotiations highlighted this dimension of his leadership. For example, it was necessary for him to engage in the formal learning required to become familiar with the changing environment of industrial relations. In this regard, the Headmaster was able to use his resources to become cognizant of the Acts and to evaluate the relative efficacy of the different approaches to workplace agreements for the School. This objective seems to have been particularly important in Stage One (Building Commitment) of the process. It was also necessary for the Headmaster to become acquainted with the bureaucratic procedures associated with the organisation of negotiations based on the 'Memorandum of Agreement' (1994)

as well as the ratification of the final agreement in order to obtain its legal endorsement.

At another level, the Headmaster was engaged in informal learning, as manifested in his belief that enterprise bargaining constituted a learning situation in itself. In particular, he viewed the practice of enterprise bargaining as providing a salutary means of evaluating his leadership and management style; an orientation which is demonstrated clearly in his following comment:

> Enterprise bargaining is an enormously helpful intelligence into the way people perceive they are treated within the staff body. I found to my astonishment that they thought that I was, and the School is, more bureaucratic than it really is, that they felt they were pawns rather more than they should. I was disappointed by that. Not by them; disappointed that the School had made that impression. I could see how it was a massive evaluation of my management style. (Respondent ER1, interview, 3 January, 1996)

This comment also reveals that an important element of the Headmaster's informal learning entailed reflection; a concept defined by Dimmock and O'Donoghue (1997, p.158), as "the capacity to think about experiences, to make sense and meaning of, and to draw connections between phenomena, and to place such phenomena in context and perspective". They go on to argue that such reflection enhances learning which constitutes an essential platform for the practice of innovation.

The Headmaster, then, was not only prepared to engage in formal learning to facilitate the appropriate leadership, but he was also an informal learner by virtue of his orientation towards enterprise bargaining. From this perspective he viewed the entire context as a learning situation which had the capacity to improve his own performance through enhancing his awareness of people's concerns in the School and what they wanted to do. In this regard, it is instructive to refer to Goldring and Rallis (1993, p.140), who describe the learning process of a 'principal in charge' as a revolving door. According to this

notion, "principals enter and exit, learning experiences at different times, developing orientations that enable them to perform various roles".

Although the Headmaster was clearly a neophyte in the practice of enterprise bargaining, this did not make him any less cognizant of what was required at crucial stages of the process in pursuit of agreement. In particular, he exhibited an aptitude to be responsive to unanticipated problems and difficulties. This was apparent in Stage Five (Closure) when he was prepared to redefine his preferred outcome for enterprise bargaining in deference to the staff's perception that they were being undervalued. The result was an agreement which accommodated the staff's additional 8 per cent claim and applied for over two years.

The Headmaster's responsiveness was also evident in Stage One (Building Commitment) of the process when he recognised that the employees' initial position at the negotiating table was too superficial. His request for more detail to the issues that had been tabled resulted in the compilation of the employees' 'issues for comparison' document which provided greater substance to the discussions. The Headmaster's ability to gauge the condition of the negotiations and take corrective measures was instrumental in maintaining the commitment of teachers to the process and ultimately in securing an agreement.

From the above considerations, it is clear that the Headmaster's role of learner was complemented by a responsiveness emanating from an ability to read the condition of the negotiations and prompting appropriate action. Both qualities served to buttress his overall leadership of the enterprise bargaining process and maintained the commitment of other parties.

A standard bearer as well as a pragmatist

If standard bearer is taken to mean a prominent leader in a cause, the use of this metaphor to describe the Headmaster's approach to enterprise bargaining is apposite. From the outset he had a strong personal interest in the notion of enterprise-based bargaining and a desire to explore its possibilities. This partly resulted from his recognition that an opportunity could be provided for the School to strengthen its operational independence and expand existing frameworks for participative decision-making.

The Headmaster's firmness of conviction in enterprise bargaining promoted the cultivation of a supportive climate throughout the school community in Stage One (Building Commitment) of the process and enabled him to drive the agenda along. This conviction was evident in his recommendation to the School Council that the single enterprise agreement was the most appropriate option for the School to adopt. There was similar conviction apparent at the staff forum which resulted in the teachers' decision to pursue a single enterprise agreement.

The standard bearing dimension of his leadership was also associated with his eagerness to reach agreement which was evident throughout the process. This eagerness was manifested in his belief that it was imperative to finalise an agreement before the end of the year and his desire to maintain the momentum of negotiations. For example, in Stage One (Building Commitment) his suggestion that a schedule of enterprise bargaining meetings be organised was motivated by a desire to make progress in negotiations as rapidly as possible. Eagerness was also evident in Stage Five (Closure) when extra meetings were scheduled with the intention of expediting the process.

Complementing the Headmaster's propensity to assume a standard bearing role was his pragmatism. He was pragmatic in the sense that he was realistic about what could be achieved. For example, although some preference was originally expressed by some members of the management team towards the option of

workplace agreements, the Headmaster was pragmatic enough to recognise the impracticality of such arrangements for the School. In particular, it was thought that the administration of individual workplace agreements would necessitate the establishment of a 'corporate' style personnel department. He was also aware that by not allowing for union involvement, a preference for workplace agreements might create an impression amongst the staff that the Union was being undermined. This view embodied an understanding that workplace agreements represented too radical a departure from existing industrial relations practice and would not, therefore, be readily countenanced.

Having gained a commitment at the School to the single enterprise agreement, the Headmaster continued to be realistic about what could be accomplished. This outlook entailed a recognition of the complexity of enterprise bargaining and an awareness that the process would not necessarily be pursued according to the predictability of routine and order. Implicit in this understanding was the acceptance that problems around the negotiating table are inevitable. This orientation serves to underpin Fullan's contention (1993, p.26) that "success in school change efforts is much more likely when problems are treated as natural, expected phenomena and are looked for". In fact, the Headmaster's initial aspiration was simply to achieve some kind of agreement with the staff by the end of the year so that the 4.9 per cent salary increase could be included in pay packets before Christmas. He captured his desire as follows:

> At the end of the day, I hoped that something would be able to be resolved in time for it to go through Court and be properly resolved by the end of the year so that everyone got changes that it seemed to me important to be in pay packets well and truly before Christmas. (Respondent ER1, interview, 3 January, 1996)

This pragmatic orientation towards enterprise bargaining represented a device for dealing with its complexity.

The Headmaster, therefore, was a standard bearer from the point of view that he was committed to enterprise bargaining and keen to promote it at the School. This statement lends credence to Dimmock and O'Donoghue's conclusion (1997, p.154) that innovative principals tend to have "a strong individual sense of vision and direction which they want their schools to take". However, he was also realistic, particularly as it was the first occasion that the process had been encountered, about what could be achieved. As he confided, he is a great believer in the serenity prayer of Saint Francis of Assisi: "Lord, grant me the serenity to accept the things I cannot change; grant me the courage to change the things I can; and grant me the wisdom to know the difference". The Headmaster's capacity to temper his 'standard bearing' role with a pragmatic orientation towards what could be accomplished reveals another dimension of the Headmaster's leadership that promoted the fidelity of the enterprise bargaining process amongst other parties.

CONCLUSION

This chapter has presented the third proposition of the study, namely that the process of enterprise bargaining was dealt with by the Headmaster creatively employing his leadership qualities in a manner which maintained the involvement of all parties through to final agreement. To this end, not only was the Headmaster's possession of certain leadership qualities crucial, but so was the way in which the qualities were used in relation to each other. First, he blended opportunism with reassuring. Secondly, he blended initiating with communication. Thirdly, he blended researching with information providing. Fourthly, he blended learning with responsiveness. Finally, he blended standard bearing with pragmatism.

Clearly, there was some overlap between the leadership roles that the Headmaster assumed. This observation holds particularly true for those qualities that are related, broadly speaking, to communication. The pivotal

nature of the Headmaster's communication in the enterprise bargaining process is highlighted by its relevance to reassurance, consultation, and the provision of information.

It also needs to be emphasised that the complementary manner in which the Headmaster utilised his leadership qualities had little to do with conscious design. The effective blending of such characteristics was more of an intuitive response to his understanding of what his role at the School entailed. According to this understanding he rejected the notion of authoritarian leadership, preferring to play a facilitative role. As he put it:

> The principal is simply someone who is there to be a ways and means person. To provide leadership in a group of professionals who come from a shared professional vision. (interview, 3 January, 1996)

It was this interpretation of his role which determined how his leadership qualities were utilised, enabling the creative pursuit of enterprise bargaining at the School.

The Headmaster's conception of his role as a 'ways and means person' may also be used to categorise his aforementioned leadership qualities into those that involve process skills, in other words, the 'ways', and those that involve people skills, or the 'means'. Opportunism, initiating, researching, learning, and standard bearing were all required for the Headmaster to facilitate and enhance the efficacy of the enterprise bargaining process at the School. Reassuring, communicating, information providing, responsiveness, and pragmatism ensured that a supportive climate was established for a changing educational environment.

What emerges from the above considerations is a portrayal of a Headmaster who is "collaborating and coordinating whilst still taking charge and being accountable" (Goldring and Rallis, 1993, pp.xi-xii). This form of leadership,

exercised as it was in a context of new configurations of decision-making within the School, may also be examined according to a micro-political perspective. It will be recalled that more recent definitions of micro-politics (Blase, 1991; Block, 1991) not only embrace the adversarial aspects of political processes in schools, but also acknowledge the importance of cooperative relationships as a positive dimension of political interaction. It may therefore be contended that the Headmaster's use of leadership qualities provides an example of a cooperative political relationship existing between himself, the staff, and the Governing Body and serves to vindicate Blase's belief (1991) that:

> There is reason to believe that the use of positive forms of power by principals such as influence-persuasion, support, and expertise is related positively to teacher consensus, trust in administration, teacher loyalty, and teacher self-esteem and commitment. (p.242)

From this perspective, micro-politics becomes a creative component of effective and positive leadership (Murphy and Louis, p.277) which is associated with improvement. In the case of enterprise bargaining at the School, the manner in which the Headmaster utilised his leadership qualities sustained the process and ultimately resulted in an agreement deemed to be desirable by all parties involved.

CHAPTER EIGHT

CONCLUSION

INTRODUCTION

Major educational restructuring has been occurring in many countries throughout the world. A significant aspect of this restructuring has been an acknowledgement of the primacy of teaching in the educational process. It is recognised that standards of education cannot be raised without attending to those aspects of teachers' work which are perceived to be inhibiting performance (Hargreaves, 1995a, p.vii).

In Australia, one emphasis on teaching as a major component of educational restructuring has emerged mainly through the industrial arena. In particular, the concept of award restructuring was introduced as a means of improving productivity by upgrading the skills of the Australian work force. According to this rationale, pay increases are linked to greater productivity achieved through the reorganisation and improvement of workplace practices.

In the education sector, award restructuring has been viewed as having the potential to make a powerful impact on the nature of teachers' work. Central to this view is the belief that opportunities should be provided to redress those problems that are perceived to beset the teaching profession (Riley, 1992), especially those concerns associated with the status, competence, motivation and effectiveness of teachers. In particular, the introduction of enterprise-based agreements is regarded as a means of promoting flexibility, increased productivity, and work quality enhancement. Consequently, legislation has been enacted throughout the country supporting the principle of agreements negotiated at the workplace either in conjunction with or completely replacing

the existing legally binding agreements establishing work conditions for employees within an industrial sector. Education systems and schools are now in a position to re-examine the nature of teachers' work and the defining of this work is no longer restricted by the all-embracing terms of a collective agreement. Rather, the nature of the work to be undertaken in a particular educational system or in a particular school can now be determined by the specific needs of the system or the school.

In Western Australia, schooling operates in two basic sectors, namely, the government sector and the non-government sector. The focus of the study reported in this dissertation which aimed to develop theory about how, in an attempt to reach an agreement for its teaching staff, the process of enterprise bargaining was dealt with in one school, focused on the non-government sector. This sector was targeted for the research because considerable progress had already been made within it towards embracing the notion of enterprise bargaining. In particular, it was chosen, because non-government schools have greater operational discretion than their government counterparts; they are in a stronger position to explore the possibilities of the new arrangements presented by industrial relations practice. Furthermore, structures have been established within this sector to facilitate collaboration between employers and the Union over the approach to be adopted towards the changing industrial landscape.

In the first part of 1995, the non-government schools' enterprise agreements registered with the Western Australian Industrial Commission were of two types. The first type refers to the collective enterprise agreement framed by the Western Australian Catholic Schools' sector. The second type refers to the single enterprise agreement which all other independent schools elected to pursue. This has a number of sub-types. The particular school selected for the study reported in this dissertation was the only one of a particular sub-type. In

other words, it was the only school to have negotiated an agreement to apply for a period of two years and two months.

From the outset, it was recognised that there is a need for a variety of studies on enterprise bargaining. Empirical studies of a quantitative nature are required. For example, surveys that can produce factual and attitudinal data yielding generalisations about what employers, trade union officials and employee negotiators do and think in relation to enterprise bargaining are necessary. There is also a need for a variety of studies of a qualitative nature. For example, single and multiple case studies which are capable of developing an understanding of the conditions required for the successful pursuit of enterprise bargaining need to be undertaken. Ideally, such case studies should encompass bargaining processes occurring at different enterprise levels, from the systems level of schooling to the individual school level.

Policy studies are also necessary. There is a need for more analysis about the overall policy context within which enterprise bargaining is taking place in order to make explicit its purposes, emphases and functions. Additionally, it would be instructive to undertake policy analyses of industrial tribunal decisions and agreements. This kind of research would help to ascertain what has actually been achieved by enterprise bargaining in terms of reforming the educational workplace. Finally, there is a need for studies of a more philosophical nature. In particular, the ethical implications of enterprise bargaining need to be examined. According to Riley (1992, p.145), new practices in industrial relations are aimed at replacing an adversarial culture with a cooperative, problem-solving and educative culture. This is predicated on the belief that schools are 'moral cultures'. Research is therefore invited which seeks to define the moral leadership capable of promoting the sorts of relationships within a school which facilitate a genuinely collaborative pursuit of shared goals.

The need for a variety of studies of the types outlined above and based on different methodological perspectives, was recognised from the outset. Nevertheless, the need for qualitative studies seemed the most pressing at this juncture. Accordingly, the decision was made to develop theory about how, in an attempt to reach an enterprise agreement for its teaching staff, the process of enterprise bargaining was dealt with in a Western Australian independent school.

The framing of the research question in terms of how the process of enterprise bargaining was 'dealt with' is consistent with the meta-theoretical position of symbolic interaction. In accordance with the theoretical assumptions of the research agenda, the data gathering methods employed were semi-structured interviews and the examination of documents. 'Grounded theory' modes of analysis, which are consistent with symbolic interaction, were utilised.

The outcome of the research was a set of theoretical propositions about how an independent school dealt with the process of enterprise bargaining. In this regard, theory may be defined as consisting of concepts and propositions that relate concepts (Chenitz and Swanson, 1986, p.4). The concepts and the relationships that emerged between them from the data which were generated were developed into three major propositions. The first proposition asserts that the process of enterprise bargaining at the School was dealt with according to a sequence of clearly identifiable stages. The second proposition contends that the process which led to the enterprise bargaining agreement was dealt with by all parties maintaining trust in each other throughout. The maintenance of this trust was facilitated by, and reinforced by, the maintenance of a communication network. This network allowed parties to be able to communicate with each other at all times even if through a third party and allowed trust to be rebuilt when it broke down. The third proposition contends that the process which led

to the enterprise bargaining agreement was dealt with by the Headmaster creatively employing his leadership qualities in a manner which maintained the involvement of all parties throughout.

THE RESEARCH FINDINGS AND THE MATTER OF GENERALISABILITY

The function of theory is to interpret or explain and predict phenomena. More precisely, "theory serves to fulfil the need to organise facts and knowledge, interpret and understand events or phenomena in the empirical world, predict events and guide action in relation to phenomena" (Chenitz and Swanson, 1986, p.4). In this regard, it is recognised that the study's focus on a single case renders the theory ungeneralisable in a 'positivist' sense. In other words, no provisions were made enabling observations to be generalised to other settings.

The positivist notion of the generalisability of theory cannot be applied to the study in question because of the circumstantial uniqueness of the enterprise bargaining context that was the focus of the research. For this reason, it is more appropriate to adopt the idea of 'reader or user generalisability' (Burns, 1994, p.327). According to this notion, the study can serve to encourage readers to reflect on their own experience and enable them to derive new insights, understandings and meanings. Viewed from this perspective, it may be contended that the usefulness of the study is as a heuristic device. In other words, it has the capacity to illuminate the reader's understanding of the process of enterprise bargaining, especially if comparisons and contrasts can be made with the reader's own enterprise bargaining or related situation. As Stenhouse (1985, p.267) has argued, such comparisons and contrasts can open up new perspectives on one's own case; "one might see the most developed product of such a comparison as an interpretation or a theory of one's own case".

The extent to which a case study is 'transferable' to another setting will be dependent on the provision of a 'thick description' (Guba and Lincoln, 1985, p.359). It is this component of a study which supplies the knowledge base to enable a person to make the comparisons of similarity. Furthermore, the holistic and lifelike narrative which necessarily constitutes a 'thick description' concurs with what the readers normally encounter in their experiencing of the world. Thus, they receive what Guba and Lincoln have termed (1985, p.359) a 'vicarious experience' promoting the capability of the case study to build on the reader's tacit knowledge. For these reasons a detailed account of the enterprise bargaining process was provided in the exposition of proposition one in Chapter Five of this dissertation.

In adopting such a position, cognizance is taken of the argument that scholarly inquiry and knowledge have undergone a crisis in recent years. According to Hopkins (1993), research in the professions, including education, has been preoccupied with the generating of prescriptive models aimed at creating general solutions. Eisner (1984), however, has provided convincing arguments enabling academics and practitioners in education to understand the limits of this approach. He contends that because of the changing uniqueness of the different settings constituting the educational realm, only a portion of professional practice can be usefully treated in the manner of prescriptive science. The gulf between general prescriptive frameworks and successful practice is dependent more on the reflective intuition, the craft, and the art of the professional practitioner than on any particular theory, method or model.

IMPLICATIONS OF THE RESEARCH FINDINGS FOR OTHER BODIES OF THEORETICAL LITERATURE

The findings of the present study have implications for other bodies of theoretical literature. For example, there are implications for the general field of study on micro-politics and educational organisations. According to Hoyle (1997,

p.106) this is an area of inquiry which, even though it emerged fifteen years ago, currently needs to be the focus of attention again. In particular, the conclusions reached help to confirm Blase's prediction (1991, p.242) that the use of positive forms of power relate closely to teacher consensus, trust in administration, teacher loyalty and teacher commitment. They also contribute to redressing the perceived neglect (Burlingame, 1988; Blase, 1991) in most published studies of school-level micro-politics of the positive and cooperative forms of political interaction. Traditionally, micro-poltical theory has emphasised power, conflict and domination. There are, as a result, relatively few studies based on the understanding that the micro-politics of schooling can also be positive, empowering and collegial. This latter dimension of political relationships was particularly apparent in the findings of the present study.

Another area for which the present study has implications is the substantial body of literature on industrial relations. In particular, the findings of the study contribute to an understanding of the process of negotiation as it occurs in a changing environment of industrial relations; a subject which Fells (1995b, p.218) states has been given little or no attention within industrial relations research in Australia. In this context, the study's findings serve to both confirm and elaborate on the proposition that negotiations tend to proceed according to stages (Niland, 1994; Fells, 1995a). Furthermore, a corollary of the study's identification of negotiation stages, is the suggestion that the negotiating behaviour of participants will be dependent on the stage of negotiations that has been reached. Further empirical studies of enterprise bargaining are needed in this realm. These studies could eventually reveal the different stages that might be expected by participants during the negotiation process. They could also have the capacity to promote an enhanced understanding of constructive strategies for negotiation appropriate to each stage.

As well as contributing to the industrial relations literature on negotiations, the study's findings serve to elaborate on the role of representatives in negotiations; another matter which Fells believes (1995b, p.233) requires further attention. This consideration assumes greater significance when it is acknowledged that the continued decentralisation of the industrial relations system to the workplace is likely to heighten the involvement of 'lay' representatives in negotiations with the employer at the enterprise level. In this connection, the present study has served to endorse the notion of 'intraorganisational bargaining' (Walton and McKersie, 1965). According to this notion, participants within a bargaining organisation, such as a school's teaching staff, may disagree on priorities assigned to certain objectives, tactics and strategies adopted. There might also be disagreement over the relationship which should be established with the other party. Therefore, negotiators who are acting on behalf of others are likely to experience tensions which emanate from both their dealings with the other party and also from having to achieve consensus within their own organisation or constituency.

A second dimension of the role of representatives in negotiations which has been illuminated by this study concerns their investiture of authority. In this regard, Baird and Grey (1995, p.293) have stated that negotiators must be vested with adequate authority to be effective in negotiations. In contrast, they claim that negotiators who are not vested with adequate authority act as 'letter boxes' for their constituents. The constant process of reporting back to the mandating constituency which is implied by such a concept can obstruct the momentum of negotiations. In practice, as the present study's findings have indicated, novice negotiators acting on behalf of others might find it difficult to balance the need for decisions to be made at the negotiating table with the need to consult with their constituents.

Another theme within the broad area of industrial relations literature on which the study's findings have elaborated is the character of the relationship existing between a particular trade union and enterprise bargaining. This may be enlightening as to how trade unions in general are responding to decentralised systems of industrial relations across the broader industrial spectrum. On this matter, Rimmer and Watts (1995) have commented as follows:

> Institutional upheaval is anticipated if not yet wholly real. The issues in that upheaval are very much to do with the role of unions in a decentralised system. They seem too important to ignore. (p.80)

In this regard, the present study has portrayed a union which is willing to adapt to changes in the arrangements of industrial relations. This adaptability was made evident in the Union's recognition of the potential benefits to be derived by schools from enterprise bargaining. It was also evident in the Union's preference to adopt an advisory role in the negotiations at the School rather than participating directly.

From this perspective the Union's outlook corresponds with Kerchner and Koppich's notion (1993) of a 'union of professionals', or, in Bascia's terms (1994), a union that is:

> Sensitive to the local context, to teachers' needs for support, and to the growing efforts to create schools that provide better learning conditions for both students and their teachers. (p.viii)

Nevertheless, it is acknowledged that this willingness by the Union to adapt to the structural changes that have occurred in industrial relations may not be replicated outside of education. Furthermore, it may not be the case that unions are amenable to new industrial relations practices outside the non-government sector of schooling. Only further research can illuminate these matters in detail.

The present study's outcomes should also serve to elaborate on new perspectives relating to the nature of the leadership of school principals within

changing educational environments. In this connection, Goldring and Rallis (1993, p.xi) have commented on the neglect of research in addressing the new roles that are required of principals in adapting to reform agendas which involve new configurations of decision-making in schools. The literature so far has recognised that educational leadership needs to change but there is little empirically based scholarship identifying the roles that are demanded for adjusting to new environments. This study goes some way towards denoting appropriate leadership properties that serve to facilitate new decision-making processes within a school setting. In so doing, it is recognised that there are likely to be others and that further studies will eventually reveal them.

IMPLICATIONS OF THE RESEARCH FINDINGS FOR FUTURE RESEARCH

The present study has also presented numerous possibilities for further research relating to enterprise bargaining within the field of education. It would, for example, be beneficial for further studies of the type reported here to be undertaken in Western Australia. Ideally these studies should be conducted in both the government and non-government sectors. Within the government sector, little is known about the negotiating process existing between the Education Department and the unions; a more complex bargaining infrastructure than would normally be the case at the individual school level. Within the non-government sector, additional micro-studies of the way in which individual schools are dealing with the process of enterprise bargaining are prompted. In this respect, the present study serves as a precursor to further research which can illuminate processes and outcomes occurring across several cases. Investigations of the efficacy of different types of enterprise agreements as they apply to schools are also required. For example, in addition to the single enterprise agreement which is the focus of the present study, there are collective enterprise agreements pertaining to the government sector of education and to systemic schools within the non-government sector. It may

also be the case that in the foreseeable future individual agreements between employers and teachers could be undertaken within the educational community.

Attention also needs to be given to arrangements in other Australian States so that effective comparisons and contrasts can be made with the present Western Australian study. The limited evidence from Victoria (Barrett and Mutzabizi, 1996) on enterprise bargaining in educational organisations serves to reinforce the view that the culture of a school helps to determine the effectiveness of the bargaining process. The study's identification of cultural elements which are conducive to bargaining demonstrates the potential for comparative research to illuminate similarities and differences. In this regard, Rimmer and Watts (1995, p.73), commenting on the efficacy of industrial relations research, contend that the prospects of meaningful comparison are probably greatest when cases are carefully 'paired', although they also point out that, as yet, no results have been disclosed by means of such a research agenda.

IMPLICATIONS OF THE RESEARCH FINDINGS FOR PRACTICE

So far considerations have centred on the implications of the research findings of this dissertation for theory, and for further research aimed at developing theory in the areas of enterprise bargaining in general, and specifically in the area of schooling. These theoretical insights can be used further to illuminate thinking about improving practice. However, the findings also have more specific implications for practice. Of particular note has been the identification of the primacy of trust for its importance in underpinning moves towards restructuring of schools in general. More specifically, this study indicates that trust is crucial to the enabling of collaborative relationships between parties seeking an enterprise agreement. In this connection, it is noteworthy that Starratt (1995) believes educational administrators are unaware of the critical nature of trust because of the requirement that it evolves gradually:

> Trust is something built up over time through the personal relationship an administrator is able to establish with each teacher, through constantly telling the truth, through encouraging the sharing of ideas and criticisms, and through acting on suggestions of teachers. (p.43)

He focuses on the importance of trust invested by the teacher in the administrator. However, in the context of enterprise bargaining, the trust invested by the administrator in the teacher is equally as crucial. It is therefore the existence of personal trust which is instrumental to the building of collaborative working relationships and a sense of community.

Within an enterprise bargaining context an important element of this personal trust relates to the understanding that the other party is willing to cooperate in the negotiations and that good relations will be maintained between management, employees and unions (Fells, 1993b, p.33). In order for this trust to exist in the school setting there are implications for management. For example, it is a fundamental requirement that the management of the school should recognise the teaching staff as an equal bargaining agent and accept the legitimacy of teachers to bargain. Furthermore, if school management is genuine in its acceptance of the teaching staff as an equal bargaining agent, it must be prepared to accept more open relationships with teachers than might have previously existed. In particular, school management should be prepared to disclose crucial financial or other information at the negotiating table; a situation which contrasts with the traditional 'management prerogative' to manage a school's affairs without interference.

The existence of personal trust within a context of school enterprise bargaining also has implications for the teachers. More specifically, negotiators acting on behalf of the staff need to respect certain maxims during the negotiating process which facilitate personal trust. For example, staff negotiators must be reliable when it comes to maintaining confidentiality. In this respect, it is inevitable that

comments will be made at the negotiating table which are 'in camera'. These comments must be regarded as such by staff negotiators and should not, therefore, be publicised to the staff as a whole. On the other hand, as Keane (1996, p.30) has suggested, undue secrecy can create suspicion amongst those who are not at the negotiating table.

This study's findings support Keane's (1996) recommendation that the issue of confidentiality be dealt with by means of the minutes. The format and content of the minutes should be agreed by the negotiating parties. Issues that are being discussed in the meetings should be described but specific comments, positions, or arguments should not be recorded. Furthermore, staff negotiators should not extend their roles beyond the meetings which are convened for enterprise bargaining purposes. For example, they should not attempt to lobby their 'constituency' in order to campaign against the principal. Another requirement of teachers which is likely to promote personal trust within an enterprise bargaining context is the need to balance self-interest with the interests of the school. If, for example, enterprise bargaining is perceived by teachers as simply a means of pursuing ambit salary claims, an erosion of personal trust is likely to occur.

The present study also endorses Hargreave's observation (1994, pp.253-254) that, in addition to trust in people, there also needs to be trust in processes. He contends that in environments where "problems are perpetual and changing", trust needs to be placed in processes which maximise the organisation's effectiveness. The present study would suggest that trust in processes contributed to the success of enterprise bargaining at the School. In this regard, trust was invested by stakeholders in the communication network for its capacity to facilitate open discussion.

Trust was also invested by stakeholders in the process of enterprise bargaining itself. One reason for this arose from the general recognition that an enterprise agreement is an adjunct to the centralised award. Enterprise bargaining was therefore considered by stakeholders to be a means of improving on the terms and conditions already enshrined in the award, thus providing protection. It was not regarded as a vehicle for eroding existing conditions of employment. It would be a different matter entirely, of course, should agreements be pursued in the education sector which are designed to replace the award and do not include the union as a party in negotiations. A second reason why there was trust in enterprise bargaining at the School was because the process was envisaged as a device for effecting school improvement. In other words, at least on an incremental basis, enterprise bargaining was viewed as having the potential to address substantive professional issues, the outcomes of which could be the enhancement of teachers' work conditions and the improvement of students' learning at the School.

The trust placed in enterprise bargaining by stakeholders can be demonstrated by the commitment that was invested by all participants into making the process work at the School. More specifically, there was never any consideration of abandoning the process and reverting to the award when difficulties were experienced in negotiations. Furthermore, time was always made available to maintain the momentum of negotiations and to enable their progress.

A particular use of the findings of the present study lies in their capacity to facilitate the professional development of others. This is not to say that simply reading this dissertation will automatically empower individuals to deal with the complexities of the enterprise bargaining process. Rather, it is to reiterate the importance of the notion of reader or user generalisability. It will be recalled that the advantage of case studies is in their capacity to expose readers involved

in similar situations to material which could help them to clarify and heighten their own perceptions of the phenomenon in question. This consideration assumes particular importance when cognizance is taken of the scope of reform characterising educational practice in recent years.

It is this reform which has brought into question traditional models of professional development (McLaughlin and Oberman, 1996) and instigated alternative patterns seeking to encourage the habits of critical enquiry. In this connection, the advice of Darling-Hammond and McLaughlin (1996) is instructive:

> The policy problem for professional development in this reform era extends beyond mere support for teachers' acquisition of new skills or knowledge to providing occasions for teachers to reflect critically on their own practice and fashion new knowledge and beliefs. (p.202)

This study provides the opportunity for practitioners to reflect critically on an instance of enterprise bargaining. In doing so, it has the capacity to 'speak' to others who may be dealing with the process of enterprise bargaining themselves or be involved in a related context. The study could therefore provide a framework for developing enlightenment and guiding activity; it is a vehicle for promoting professional growth entailing an enhanced understanding of what is required for effective enterprise bargaining within respective settings.

Along with the general implications for practice considered so far, the study reported in this dissertation has implications for five specific areas. These are: management and administration, leadership, governing bodies in schools, trade unions and teachers. Each of these areas is now considered in turn.

Implications for Management and Administration

The first specific area for which the study has implications for practice relates to the management and administration of the bargaining process. On this, it is instructive to refer to Fell's argument (1993a, p.2) that it is the management personnel of a school who set the scene when it comes to workplace change. This, as Fells (1993a) has stipulated, is because management generally have more time than employees to develop their thoughts regarding a preferred course of action. However, if bargaining is to proceed on a cooperative basis it is imperative that employees are also provided with the opportunity to formulate their vision and prepare their case. To this end, certain practices may be implemented within the school, prior to discussions on enterprise bargaining, which serve to facilitate cooperation between parties.

In this regard, it could be arranged for an acknowledged expert in the field to visit the school. Staff would be informed about the changes to the industrial relations agenda and the possibilities that new arrangements might offer the school. In addition, training opportunities should be presented to those staff who are to be on the negotiation committee. These are people who may have had little or no experience of negotiation and who may be uncertain as to their roles and responsibilities (Baird and Grey, 1995, p.285). In Western Australia, this consideration is especially applicable to independent schools where the use of amateur staff negotiators in enterprise bargaining is commonplace. This situation contrasts with arrangements in systemic and government schools which have been represented by professional negotiators in the formulation of collective enterprise agreements.

It is particularly important that staff negotiators should be aware of the different stages of negotiations that may be encountered and the suitable approaches which could be adopted at each stage. Furthermore, they need to be briefed about the difficulties that could emanate from having to represent large and diverse mandating constituencies. For effective training of prospective

employee negotiators to occur, it is axiomatic that management should be prepared to commit both time and money for this purpose.

Management also needs to make time available for staff negotiators to consult with their constituency over the fundamental issues to be brought to the negotiating table. Nevertheless, on this matter, other research indicates that it is unclear as to whether outcomes are more successful if parties 'come to the table' with their fundamental concerns or whether it is preferable for issues and concerns to be identified at initial negotiation meetings (Fells, 1995b, p.219). Although the provision of time is crucial to the efficacy of the bargaining process, other research has also shown that the imposition of an informal deadline for the conclusion of negotiations can assist the parties (Fells, 1995b, p.232). Certainly, in the case of the research school in this dissertation, the Headmaster's desire from the outset to reach an agreement before the end of the academic year served to facilitate the momentum of the bargaining process.

Implications for Leadership

The second area for which the study has practical implications is that of educational leadership. Contiguous with recent interest in the capacity of principals to lead the change process in school communities, the present study illuminates the nature of leadership in the context of a new educational environment. Genuine enterprise bargaining represents a new educational environment because it encourages different configurations of decision-making within the school. Indeed, it is the opportunities provided by enterprise bargaining to enable different stakeholders to participate in decisions related to work conditions at the school which highlights the complexity of the principal's contemporary role. This role entails the principal being placed in the middle of a highly intricate web of relationships. In this situation, as Murphy and Beck (1994, p.10) have indicated, the principal's influence must be "professional

expertise and moral imperative rather than line authority". The present study has denoted some leadership qualities that could assist principals to promote the cooperation, communication and decision-making that are instrumental to the creative pursuit of enterprise bargaining.

Furthermore, if enterprise bargaining at the school is conceptualised in terms of changing configurations of decision-making, it may also be construed as an inherently political situation. There is, consequently, a need for principals to acknowledge and understand the school as a micro-political organisation (Louis and Murphy, 1994, p.277). Principals who are sensitive to the micro-political landscape of their own institutions command an insight that helps them to secure support for change in general. This orientation involves an acceptance that conflict is necessary and normal (Cunningham and Gresso, 1993, p.101; Hargreaves, 1995b, p.20), and needs to be embraced as a positive force for change. On this matter, Hargreaves (1995) asserts that such an approach is to be welcomed because it facilitates:

> Bringing differences into the open, being sensitive to one another's interests and positions, working for clarity and compromise, being encouraged to express feelings and frustrations, moving beyond initial and often inaccurate fears about one's threatened interests, expressing one's own voice and giving voice to others. (p.20)

Although Hargreaves is describing what he considers to be vital components of effective change in general, these practices are also transferable to the more specific context of enterprise bargaining.

In pursuit of these practices it is necessary for principals, as orchestraters of the enterprise bargaining process, to develop an awareness of the micro-political dynamics that exist in their institutions. This awareness can be used to pursue positive politics as a vehicle for change and educational improvement. As Blase (1991) has observed in relation to this matter:

> The use of interactive strategies reflecting, for example trust and respect for others, seems to promote more authentic, satisfying and cooperative relationships in schools, whereas control-orientated strategies are usually linked to relationships characterised as adversarial, distrustful, and dissatisfying. (p.247)

Indeed, it may be contended that the need for principals to understand the political dimension of organisations applies to school-based management in general; a trend which has already exemplified a tendency towards greater local politicisation in education (Hargreaves, 1995b, p.20).

Implications for Governing Bodies of Schools

The present study also has practical implications for the governing bodies of schools. This claim assumes further significance if it is accepted that "of all the elements in the management of the enterprise none is less studied and less developed than the governing board" (Carver, 1995). In Australia, the emergence of enterprise bargaining has created additional responsibilities for the governing bodies of independent schools. The emergence of the phenomenon represents a new component of the school's operation for which the principal is accountable to the governing body. Furthermore, any resulting enterprise agreement needs to be ratified by the governing body before it can be lodged with the Industrial Commission. For these reasons alone, the role of the governing body is absolutely crucial for independent schools undertaking enterprise bargaining.

This study has highlighted the fact that it is the relationship existing between the governing body and the principal that is of particular importance when it comes to negotiating a successful enterprise agreement. The governing body's trust in the principal enhances its ability to contribute positively to enterprise bargaining as well as to school effectiveness in general. Conversely, there must also be trust invested in the governing body by the principal. This mutuality of

trust should promote the kind of partnership which Bowen (1994, pp.145-146) has recommended for chief executive officers and their boards. Trust invested in the principal by the governing board provides the principal with the flexibility to come to clear conclusions, to advocate decisive steps, and to act. On the other hand, the mutuality of trust should also empower the governing body to be a reliable source of constructive scepticism and members of the governing body to be good critics as well as compatriots.

The need for mutual trust is equally as crucial for a successful working relationship between the principal and the chair of the governing body. The existence of such trust nurtures the pursuit of shared aims and values within the relationship. It should not, therefore, be undermined by pedantic attention to the correct legal distinction of what is business for the principal and what is business for the chair (Esp and Saran, 1995, p.71). Furthermore, according to Esp and Saran (1995), the need for such a close working relationship between the principal and the chair of the governing body assumes greater import as "the waves of change become rougher and higher" (p.72). This observation reinforces the contention that the efficacy of enterprise bargaining within an independent school will be dependent to some extent on the nature of the relationship that exists between the principal and the governing body.

The study reported in this dissertation has also indicated that the governing body's style of organisation can assist the conduct of enterprise bargaining in a school. For the purpose of maintaining the momentum of negotiations, the Headmaster was not required to report back to the governing body as a whole outside its normal scheduled meetings. Instead, an 'executive' of the governing body was established comprising the Chairman, the Vice Chairman and the Chairman of the finance sub-committee. It was with this body that the Headmaster liaised during negotiations. The constant communication between the Headmaster and the 'executive' of the governing body obviated the need to

convene meetings of the full governing body. This arrangement therefore served to expedite the process of enterprise bargaining because unnecessary disruption to the negotiations was avoided. Such a practice is certainly to be recommended to others.

Implications for Trade Unions

A fourth area for which the present study has practical implications relates to the appropriate role of a teacher union within a context of educational reform. Traditional industrial practice in the education sector has entailed teachers leaving the details of salary and work conditions to their union representatives and the employer. In contrast, the introduction of enterprise bargaining enables teachers to make decisions about their working conditions and substantive professional issues on site. Consequently, the emergence of enterprise bargaining, especially when taken in combination with the general trend towards school-based management, prompts a new set of beliefs about what unions should do and be.

If Kerchner's (1996, p.116) observations about the changing role of teachers' unions in the United States are correct, it will become increasingly necessary for unions in Australian education sectors to adopt a new outlook within a context of decentralised industrial relations. This new outlook will need to embrace the discarding of beliefs about the separateness of labour and management. Instead, the emphasis for union involvement in enterprise bargaining should be on collaboration with management to ensure the formulation of an agreement which is manifestly beneficial to the enterprise as well as to education. The new outlook should also entail a recognition by unions of the limitations of adversarial approaches to the organisation of teachers' work. This recognition involves an acceptance that matters such as flexibility and commitment are equally as important as the observance of rules and the implementation of

preplanned policies for the organisation of teachers' work (Kerchner, 1996). Union acknowledgement of the need for flexibility is particularly pertinent to the facilitating of enterprise agreements which exceed considerations of wages and conditions and accommodate decisions about substantive professional issues.

In this regard, another element of the new outlook of teacher unions should be an acceptance that their responsibilities go beyond the rights of individual teachers to protecting the integrity of teaching. In other words, the agendas of teacher unions must evolve so that "professionalism, accountability, and school effectiveness share equal billing with bread and butter issues" (Wallace, 1996, p.99), relating to the narrow concerns of wages, hours and conditions of employment. Teacher unions, therefore, will need to make adjustments to the new regime of industrial relations if they are to be in a strong position to facilitate educational reform. However, as Wallace (1996) is quick to point out, teacher unions must also be acknowledged by employers as legitimate partners in the process of change.

Implications for Teachers

Finally, the present study has implications for the attitudes which teachers should adopt towards enterprise bargaining. The last six years has witnessed a significant reform of the structure and direction of the education sector (Riley, 1992). An important component of this reform has involved the departure from a highly centralised structure of industrial relations to workplace bargaining. The emergence of workplace bargaining has meant that many teachers are confronted for the first time with the prospect of negotiating directly with their employers over work conditions as well as other issues which may previously have been regarded as residing within the province of 'managerial prerogative' (Curtain, 1992, p.1). However, teachers have reacted to the industrial relations

reforms with uncertainty and fear (Riley, 1992). If the teaching profession is to take advantage of the opportunities for school improvement offered by new arrangements in industrial relations practice, a more constructive orientation towards workplace bargaining is required. This orientation must assume an obligation on the part of teachers to be active partners in enterprise bargaining, whether it be at the systems' level of schooling or at the individual school.

According to Hargreaves (1994, p.261), "teachers know their work is changing, along with the world in which they perform it". In this respect enterprise bargaining can provide opportunities for teachers in collaboration with unions to have some control over the determination of their conditions of work. It could also allow teachers to contribute more fully to the tackling of professional issues and the resolving of educational problems. In pursuit of these objectives, teachers as a whole need to be better informed about industrial relations in education (Riley, 1992, p.145). In particular, they need to understand the possibilities for improvements to schooling and teachers' work that are prompted by enterprise bargaining within their own situations. As Fullan has stated (1993, p.xii), "it is only through raising our consciousness and insights about the totality of educational change that we can do something about it". What this means for this specific context is that a heightened awareness amongst teachers of the implications for schooling and teachers' work presented by new practices in industrial relations would enhance their sense of efficacy and agency; a recommendation that has clear ramifications for teachers' professional development.

CONCLUSION

In conclusion, site-based agreements of which an enterprise agreement is one type, can offer new visions of organisational possibility for schooling and teachers' work, especially on an incremental basis. Nevertheless, the scope of

these agreements will ultimately be dependent on the efficacy of the bargaining process. For education systems and individual schools to benefit from such agreements, bargaining must be undertaken along collaborative lines. The need for collaboration between teachers and employers has significant implications for practice. There are implications for the culture, organisation, and leadership of schools, there are implications for the contemporary role of teachers' unions, and there are implications for the teachers themselves on whom the long-term future of enterprise bargaining may well rely. Indeed, although enterprise agreements are currently in the ascendancy throughout the Western Australian sector of education, future trends in this area remain speculative. Certainly, if enterprise agreements are not perceived by the educational community as providing favourable outcomes for both schooling and teachers' work they might prove to be of ephemeral interest. However, whatever the response of the education sector to changes in industrial relations practice, Machiavelli's advice (1513) remains salutary, "there is nothing more difficult to carry out than a new order of things" (cited in Riley, 1992, p.135).

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APPENDIX

In order to present the research school according to the historical and contemporary perspectives described in Chapter Four of this dissertation, reference was made to a variety of school documents. These documents included annual school publications, staff handbooks, and papers written by the Headmaster. In an attempt to maintain the anonymity of the School, these sources of information have not been acknowledged formally either in the text or in the list of references.

confidence, trust