

WorkChoices and the Negotiation Challenge Confronting Employees

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Under collective agreements, employees have the psychological benefit of feeling 'safety in numbers' by knowing that they are getting no less or no more than their co-workers. With the advent of the WorkChoices legislation, employers are now free to directly approach employees to negotiate individualised conditions and entitlements and formulate an Australian workplace agreement (AWA). This industrial freedom gives rise to the need for employees to engage in a negotiation process beyond what most have previously experienced. This paper examines the difficulties of negotiation from the employee perspective using theories of formal and personal power, as well as emotional dissonance associated with challenging the employer during negotiations. It also identifies the types of resources employees draw upon during their negotiations. An auto-ethnographic methodology is used in this paper. Auto-ethnographies sit within an interpretative research philosophy and involve the researcher in evaluating their own experience to develop a further understanding of a research problem. Whilst it is an atypical methodology, one of the values of such a method is that it documents tacit knowledge and corporate memory, which otherwise tends to be lost as people move from job to job (Hannabus 2000). In this paper, the author, who has a human resource practitioner background, gives an account of her experience in negotiating the terms of her employment for a lecturing position at an Australian university. This experience saw her negotiating from the employee's perspective instead of the usual management position that had formed part of her previous HR positions. It provides the reader with a personal account of the challenges and emotional unrest involved in contract negotiations with her employer when the terms of the contract were disputed. This paper highlights that if an industrial relations savvy employee experienced difficulty in negotiating an employment contract, we can anticipate that people without the benefit of such knowledge may well be stressed by their AWA negotiations.

WorkChoices and the transition from collective agreements to AWAs

The Howard government suggests that the key to greater productivity is to make it 'easier for employees and employers to get together, talk and work out the workplace arrangements that best suit them' under a single national level industrial relations system (Andrews 2005 in Teicher, Lambert & O'Rourke, 2006, p. 11). From this platform the Minister for Employment and Workplace Relations introduced the 2005 WorkChoices amendments to the Workplace Relations Act 1996. It is premised by ideals of international competitiveness (Blake 2007; Waring & Bray 2006) and improved workplace productivity through flexibility (Sappey et al. 2006). Enshrined in these amendments is the revised AWA which offers, firstly, procedural simplicity

to make the agreements; and secondly statutory flexibility to employers and employees in the determination of working conditions (Waring and Burgess 2006). Employers are obliged to maintain only four minimum entitlements: ordinary hours of work; annual leave; personal/carer's leave; and parental leave. Void of the need to require registration and the application of the 'no disadvantage test' by the Australian Industrial Relations Commission or the Office of the Employment Advocate, an AWA only needs a date and signature from the employer and employee before being lodged (rather than certified) with the Workplace Authority (Hall 2006; Waring & Burgess 2006). Waring and Burgess (2006) reconcile the simplicity of formulating an AWA to that of forming the common law employment contract.

Before the 2005 amendments, collective agreements, both union and non-union were the industrial instruments commonly used by employers for the management of pay and conditions for separate workplaces. It was a document born of negotiations with the employer by a group of employee representatives who had some level of confidence to barter on behalf of their colleagues. The employees relied on the expertise of their chosen representatives to ensure the best outcome. In 2007 the majority of these *pre* WorkChoices agreements are still operational (Abbot et al 2007). As these agreements expire, employers can refuse to negotiate a new collective agreement and offer 'stripped back' AWAs (Hall 2006). Many Australian employees will for the first time be confronted with the option of negotiating their own employment conditions.

During the course of negotiations, the WorkChoices legislation permits the presence of a 'bargaining agent' which 'can be a friend, relative, union representative, solicitor or any other person whose advice you trust' (Workplace Authority: Information Statement for Employees 2007). The presence of a solicitor is a reality only available to those with the financial capacity or social network. Furthermore, taking a friend, family member or a union representative, whilst providing some comfort, may not necessarily yield the same results as one might anticipate from a collective setting. From the employees' perspective, AWAs may not offer the peace of mind advantage of collective bargaining which results in everyone in the workplace operating under the same conditions. AWAs facilitate privileged individualism (Waring and Burgess 2006) and exemplify a masculine system. This means that instead of being collective

and collaborate, AWAs are competitive and fragmented, with competent individualism and independence (Metcalf & Linstead 2003) winning the prize of mutually favourable working conditions. It assumes that every employee in the country has the competitive ability, fortitude or personal network, to arrange the best deal for oneself. AWAs require sharper awareness of the role of negotiation (Belnave et al. 2007) and this paper suggests that not all people possess the skills, knowledge or confidence to successfully negotiate.

Conceptual foundations: negotiation, power and emotions in the workplace

This paper uses several organisational behaviour theories: negotiation, power and emotions in the workplace to premise the proposition that people could find negotiating their AWA with their employer problematic. The following discussion provides a conceptual explanation of these variables.

Negotiation in the workplace

Negotiation practices, its antecedents, process and outcomes are the subjects of numerous research papers. Harwood (2002, p. 336) explains that negotiation activity places a demand on both parties to exchange information about their respective beliefs and expectations, to develop and present offers and counter offers. It relies on argument and persuasion to influence the other party in an effort to arrive at a solution suitable to both. Belnave et al (2007) outlines that parties entering negotiations can either take (1) a win/lose, competitive approach known as distributive bargaining or (2) a win-win, trust approach known as integrative bargaining. Within the middle of this spectrum is the mutual gains approach which, whilst also aimed at achieving a win-win scenario, relies on co-operation rather than trust. The more powerful party, being the one controlling the resources, determines which approach is likely to be taken (Robbins, Millet & Waters-Marsh 2004). Thus, the responding party needs to call on effective problem solving and interactive skills to manage their negotiations. The ability to successfully use problem solving and interpersonal skills to achieve mutually acceptable outcomes at the negotiation table depends on each person's background, experience and personality (Mintu-Wimsatt & Calantone 1996).

Power in the Workplace

Fundamental to the negotiation process is the power variations amongst the participants. This paper examines workplace negotiations between an employer and individual employee against the concepts of formal, legitimate power and personal, expert power. Organisational behaviour texts abound with explanations of workplace power. Power is the potential one person (the initiator) has to influence another person (the respondent) to behave in a manner according to the initiator's wishes. How much the initiator can influence the respondent is determined by how much dependence the respondent has on the outcomes that the initiator controls. Definitions provided by Robbins, Millett and Waters-Marsh (2004) were sourced to elucidate the following concept of power in the workplace.

Within the workplace, formal power is derived from the position or role performed in the organisation. Legitimate power results when a person's position in the organisational structure gives them the mandate to give directions and make decisions which are seen to be lawful and valid by others in the organisation. For example, a road crew team leader holds the legitimate power to plan and direct individual employees to various worksites. In essence, formal power requires either explicit or inherent organisational endorsement. Personal power is not derived from formal mechanisms in the organisational structure, policies or practices. Personal power recognises that one doesn't need to be a supervisor or manager to have power. Instead personal power is derived from an individual's personality, knowledge, skills and/or expertise. For example, a highly computer literate secretary may not have formally appointed power, but their expertise in fixing computer problems experienced in the business gives them personal power based on their expertise. Expert power occurs where a person has the power to influence because they possess some form of specialised knowledge or skill.

Emotions in the Workplace

The importance of understanding emotions in the workplace is because they provide the context in which management policies and practices 'are shaped and distorted' (Lashley 2002, p. 255). For the purpose of understanding the impact of emotion in the workplace negotiation and dealing with power, this paper draws on a small selection from the vast width of conceptual understandings of emotions. Emotional dissonance refers to the *feeling* which occurs when a person's job requires them to

think and/or act in a way that does not match the genuine emotions, attitudes or philosophies held by the person (Lashley 2002). Whereas, emotional labour, which was conceptualised in 1983 by Hochschild (in Phillips, Tsu Wee Tan and Julian 2006) is the *act* of suppressing these feelings in order to fulfil job demands in line with organisational expectations. Feelings are suppressed by either forging or hiding emotions. Whilst emotional labour was initially conceptualised as occurring in service related contexts such as hospitality and health care, researchers have extended the emotional labour concept to other contexts, such as education research (Jarzabkowski 2001) and government workers (Montgomery et al 2005). Emotional labour is associated with poor physical and psychological health and employee 'burnout' (Montgomery et al 2005), stress, absenteeism and withdrawal (Lashley 2002) and is significantly related to reduced self esteem and job dissatisfaction (Abraham 1999). A prolonged sense of emotional dissonance serviced by emotional labour results in 'emotional exhaustion' and is identified by a sense of futility (Abraham 1999). It is possible to experience 'emotional harmony' and 'emotional deviance' neither of which requires the performance of emotional labour because neither involves the suppression of emotions (Lashley 2002). Emotional deviance occurs when actions are taken to express the emotions felt, even though such action is outside the 'display rules' of the organisation (Mann 1999 in Lashley 2002). Interwoven with emotions in the workplace is the concept of 'masking' which is organisational expectations to tone down excessive displays of emotion and to master a display of emotional neutrality between and amongst management and employees (Mann 1997). Successful masking of emotions forms part of our 'emotional management' regime which Lashley (2002) concedes is not just relevant in the workplace, but also in our domestic lives because both contexts expected us to aptly control our emotions.

The theoretical proposition: a problem for Australian employees

AWAs require employers and employees to bargaining, one on one. It is the contention of this paper that there will be Australian employees who will experience problems because, firstly, negotiation theory suggests that parties enter the negotiations using co-operative to aggressive frameworks, and the success of negotiation in terms of achieving mutually acceptable outcomes is a function of the various skills, abilities and personality of the participants. Secondly, differences in

power exist between the various members of an organisation. Power theory recognises that specific people within an organisation have formal and personal power which they can use to persuade or influence others within the organisation to achieve a goal. The third reason that Australian employees could find negotiating an AWA problematic is the emotional dissonance that can occur when dealing power bias during negotiation. People may need to engage in emotional labour in order to continue to perform their work requirements and emotional deviance if negotiations falter.

Research methodology

The ethnographic or autobiographical approach used in this paper sits within a realism research paradigm where researchers view reality as not being static and perfect (Sobh & Perry 2005). The realism paradigm demands an interpretative approach to the research problem by integrating perceptions of the participants and researcher to form tentative answers to the research question (Leedy & Ormrod 2001). Realism is polarised from the positivist paradigm that has the researcher taking a detached role to measure a 'sure' reality. Whilst essential for understanding physical science, Sobh & Perry suggest that positivist research is not always appropriate when approaching 'complex social science phenomenon which involves reflective human beings' (2005, p. 1197). Realism researchers therefore believe reality is a 'system in which many people operate inter-dependently' (Sobh & Perry 2005, p. 1200). Theoretical frameworks underpin realism methodology as realists believe there are aspects of reality that others have experienced which has been documented by prior researchers. From this, the data collected in the research is analysed to determine whether it confirms or disconfirms the theoretical proposition(s) (Sobh & Perry 2005).

Realism methodologies are typically qualitative and involve methods such as case study, convergent interviews and ethnography. The richness of ethnographic research is demonstrated in the following quote:

'... (Ethnography) elicits and represents not just the things people do and say in a research situation but also brought out are what people say about it in their own words, how they explain it and excuse it, what they know and what they appear to know, what meaning they attribute meaning to, what discourses they employ to define and describe their experience.' (Hannabuss 2000 p. 99).

In auto-ethnography and autobiographical research, the researcher is also the active participant who uses the implicit impressions and emotional experiences obtained during the course of a critical incident or planned project, to understand in retrospect the phenomenon they have experienced (Hannabuss 2000). In this paper, data is presented in the form of a 'personal narrative' of the author's experience of individually negotiating the terms of her employment contract. Interspersed with the narrative are descriptions of the author's 'phenomenological perspective' of the events. Phenomenology refers to a person's perception of the meaning of an event as it happens to themselves, as opposed to perceptions obtained by a person external to the event (Leedy & Ormrod 2001). This provides the reader with a clearer idea of what something was like from the insider's (in this case the author's) perspective (Leedy & Ormrod 2001).

The author's personal narrative of negotiating employment conditions

For eight years I have worked in an academic environment, but prior to this, and moreover, I am a human resource professional, with a decade of industry experience. My previous role as the human resource manager in an organisation of over 700 employees demanded an understanding of common law and statutory industrial legislation including advocacy before AIRC hearings. Regardless of my level of HR/IR skill, I experienced the challenge of negotiating alone against the formal power of the organisation.

'I gained part time employment as an academic after having a career break for the birth of my two children. Several years later it was of mutual benefit for my position to be made full time. I was summoned to sign a form entitled, 'variation to appointment'. It contained several sections, the first few soliciting details of the variation; the second sought the signature of the authority to approve the variation, the third section required my signature to the words 'I accept the above variation to my appointment'. The delegated authority had already signed the form, after which I signed the form. Terrific, I had a full time job! My immediate supervisor rejoiced as well. A full time workload was allocated to me and I anticipated a full time pay in my next pay. All was well, or so I

thought. A week later, a letter arrived from my employer. I was required to sign the letter (within 7 days) confirming acceptance of the full time appointment; it restated original terms of the contract but a new condition was included. The new condition indicated that I could be directed to work from any location. This potentially could mean relocation to another campus.'

The author's phenomenological perspective:

I felt mild consternation but thought the extra condition was an error and once I had pointed it out, it would be fixed. Already though, I had started the mental checking: hadn't I already signed a contract? I checked my copy of the variation form and confirmed that this form documented more than a request; it clearly indicated I had accepted the appointment variation which had been approved by the appropriate delegated authority. At this time, I suggest I was assuming the role of a 'trusting negotiator' where one believes their counterpart will fulfil their obligation to achieve mutually beneficial outcomes (Ganesan 1994 in Mintu-Wimsatt & Calantone 1996). I thought my negotiating partner's obligation could be met through the withdrawal of the unexpected additional condition and all would be resolved.

'I expected a polite email on my behalf would clear the situation. I advised my employer that this a new condition and the variation was only discussed in terms of workload hours. I heard no response, so bearing in mind the seven day timeframe imposed in the letter, I signed it (although I viewed it as somewhat redundant paperwork) but made an amendment to it by crossing out and initialling the new condition referring to the work location.'

The author's phenomenological perspective:

I was surprised to not receive a response to my email and it was not a pleasant feeling to send a letter back to my employer with a direct challenge to what they had written. I felt this was not the done thing. I personally had never seen it done by an employee in my work as a HR manager. I felt sure I would now be on management's radar as a nuisance.

‘I received a letter suggesting that if I don’t agree to the work location clause, my position will remain on a part time basis. At this point I referred my immediate supervisor to the signed variation of appointment form. My supervisor supported my opinion, but failed to avert management’s opinion. Responses were angled back to him: all that was signed was a ‘request to vary the appointment’, ‘the additional condition is now standard policy’ and ‘it is precedent’. Before pursuing my defence, I spent a number of hours finding and interpreting relevant policies and delegation schedules of my employer.’

The author’s phenomenological perspective:

I suspect this type of management response would normally send staff back to their desk. Having worked in HR, I was fully aware of the need to keep ‘precedents’. But I also knew precedents constantly evolve. My own counsel was that regardless of the title on the form, the real issue was the intention of the form which was to document the approval by the correct authority, and to document my acceptance of the variation. The form was signed according to the organisation’s delegation schedules and in my opinion the ‘common law’ contract had been made. Fundamentally, I concluded, the process was flawed: my signature should not have been required on the ‘variation of appointment’ form but in obtaining it, the relevant people in the organisation had entered a common law contract with me. It is clear to me now that the extra condition wasn’t an error and it would be persisted that I agree to the additional term before my position would be considered full time.

‘I lodged a formal grievance using the grievance procedures set out in the certified agreement. I sent emails successively up the chain of command. I waited several weeks and made follow up emails. I received no response or acknowledgement. The weeks passed and my pay remained on part time wages.’

The author’s phenomenological perspective:

Not having my grievance acknowledged from anyone in the grievance hierarchy was annoying. Before this, I was managing to disassociate myself from management’s rejections by conceding that my case was simply a result of systematic thinking, not a

rejection of me per se. However, when my personal grievance was being ignored in the face of a clearly defined grievance procedure in the certified agreement, it felt personal. From this point, the impost of these negotiation tactics rarely left my conscious mind. My work colleagues were supportive, helping to ease the burden of attending work. My husband was also supportive and would prefer I walked away from the entire employment relationship (if I so wanted and which I occasionally entertained). Regardless of the feeling that my employment relationship was in a tenuous situation, I still had to perform the demands of the job. I made sure students were taught and that none of my 'customers' knew of my conflict. I 'masked' my emotions (Mann 1997) to ensure the relationship between myself and my students and colleagues would continue to be kept safe and sustained.

I had a decision to make. Agree to a new condition in my employment contract that I was not happy with, remain part time, or continue the battle to have what I viewed as a contract that had already been made, honoured. Perhaps many people by now would have called on union support. I was not a member of a union and I would not join one simply on the premise of seeking representation.

'I sought legal advice from employment relations specialists. They concurred with my opinion and together we prepared a conciliatory letter to my employer. The solicitor's bill was capped at \$1,000 and we did at least receive a written response from my employer which outlined that their position remained unaltered.'

The author's phenomenological perspective:

I suspected a letter from the solicitor would not faze a large organisation with large resources at its disposal but felt it would give me the 'voice' that I so far had not been able to obtain through the grievance process. Seeking legal advice was a nerve inducing event and it served the realisation that my problem was no longer contained in-house. This period of time coincided with sleepless nights and worrisome days, I felt hamstrung, unable to do anything to progress the situation, other than wait for the letter to be sent with hope of a response.

‘My next course of action was to access the Australian Industrial Relations Commission. To be able to use its conciliation service, I needed to locate a relevant clause in the enterprise bargaining agreement: otherwise I would need to file a case in the Magistrates Court! I found two clauses in the certified agreement I could use to pursue my case in the AIRC. One referred to ‘internal transfers’ and the other under the grievance procedure that stated either party could seek a decision from the AIRC. I spent a couple of days preparing and lodging the paperwork (via electronic submission) to the Commission. It took several phone calls to determine the correct form to be completed, to find the relevant part of the Workplace Relations Act to notify under and so forth. The AIRC set a hearing date for a week’s time.’

The author’s phenomenological perspective:

The pursuit of a claim in a common law court was just not a feasible option. I would need to pay a solicitor because I was not skilled to run my own case in the Magistrates Court. With my HR background, I knew I would be able to represent myself before the AIRC. As a HR practitioner, I was familiar with being notified of hearings by the AIRC, but not of how to file for one and I knew that to notify under the wrong section of the Act would result in the case being out of jurisdiction.

‘My employer initially sought an extension to the hearing date and the Commission sought my opinion about this request. A new semester was starting the next week and I needed to finalise my workload, so I apprehensively responded to the Commission that I did not agree to an extension. To my relief, the Commission concurred.’

The author’s phenomenological perspective:

I felt anxious even though I had attended Commission hearings so I was familiar with protocols, but this time I was the applicant. It was again, a week of trying to maintain a focus on the ‘important things in life’ which was family. There were times when my thoughts about work receded briefly and I could engage fully with my children. But only briefly, before the next wave of conscience reality of my work situation would sail back in. Wu and Laws (2003, p. 363) summarised the experience of

anxiety in negotiation eloquently by stating ‘for a while our reality is lived by different rules, even as we struggle to be normal.’

‘At 4 pm on the eve of the Commission hearing I was contact by a senior manager. The manager concurred with my opinion that the signed variation of appointment form was a contract and on this basis my position was to be full time without the ‘work location’ clause. I was asked how management could resolve the situation, to which I replied three things: (1) back pay to the date I signed the contract variation form; (2) amend the ‘variation of appointment’ form so in future it functioned as internal paperwork (that is, don’t get the employee to sign it); and (3) provide some financial assistance for legal expenses and explained that legal advice would not have been warranted if I was heard when I first raised my concerns. My first request was met and a letter was prepared that afternoon. In regard to my second request, the senior manager replied ‘done – that form is gone this afternoon’. And to my final request, I was informed time was needed time to think about it and we meet the following week to discuss. I contacted the Commissioner’s Associate that afternoon to discontinue the hearing. On doing so, I followed the Associate’s recommendation that I suspend the hearing until I was fully satisfied with the outcome, given that the issue of my solicitor’s account hadn’t been completely resolved.’

The author’s phenomenological perspective:

I felt euphoric from the sudden release of pressure and that my ‘common law’ argument had been endorsed by the people holding the power. (One of my colleagues wandered into the midst of my jollity, wondering if I had won the lottery.) From one brief phone call, my state of mind switched from the pressure of the unknown to the relief of knowing my full time appointment had been secured.

‘The senior manager had a less accommodating demeanour when we met the next week to discuss the legal bill. I was informed there would be no contribution to my legal expenses. I explained that I knew they were not *obliged* to pay, but hoped that they could at least recognise I had incurred

personal financial cost to achieve what was a straight forward employee matter and if my ‘voice’ had been heard upfront, we would have avoided the need for legal involvement. Nevertheless, the manager was resolved and indifferent.’

The author’s phenomenological perspective:

I once again felt the little power I held as one. I recalled the Associate’s offer to reopen with the Commission if I wasn’t happy, which I wasn’t. My mindset prior to the meeting was that if no offer of financial support is offered it would be ‘no big deal’ and I will claim the solicitor’s fees on my next tax return. This mindset changed as I exited the meeting, feeling bothered by the lack in recognition of the emotional and financial impost I had endured. Further, the ‘variation of appointment’ form remained unchanged and available for use on the organisation’s intranet. It appeared that no organisational learning had taken place. Although I had received distributive justice, that is I felt I got a fair outcome (Dalton & Todor 1985), I felt I had endured a case of procedural injustice, that is, the process that took place to arrive at a decision was not fair (Klass 1989).

‘I re-opened the case with the Commission. Aware that the Commission was not in a position to award costs, I wanted its assistance to conciliate the matter. The meeting was listed for the next week and I travelled to Brisbane to attend the Commission’s premises. My employer used a representative from its employer organisation via phone conference. The outcome of that meeting was that the Commissioner suggested that my employer and I review the process that was used to manage my contract variation in an effort to address areas in the process that may have caused anxiety. I left the Commission feeling both good and bad about the experience and spent several hours debriefing with my husband and colleague who attended the hearing with me. It was time for closure and I settled into work.’

The author’s phenomenological perspective:

Attending the Commission in my own defence did trigger some serious nerves. I had comfort in knowing that the real battle over my appointment had already been

resolved and this hearing was about a secondary issue. Although I had less emotional and financial investment in the outcome of this meeting I still managed a couple of sleepless nights. One of these nights I drafted a letter to the Commissioner in which I outlined my case. A colleague who read it commented that she could detect the stress my writing reflected surrounding the negotiation process.

‘Several weeks later, I received an invitation from the senior manager to discuss my case. This meeting did provide an opportunity to describe the anxiety I had felt during the six weeks that the critical incident was taking place, for which an apology was offered. The apology was much appreciated. On the issue of the ‘variation of appointment’ form, it remained in circulation unamended for nearly twelve months. However, once the amended version was made available, the employee’s signature was no longer required.’

The author’s phenomenological perspective:

Though it was many months on, it was positive to see the revised form which did contribute to restoring faith in the human resource practice. Combined with management’s apology meant I could teach HR courses without an emotional labour requirement. Elangovan, Auer-Rizzi and Szabo (2006) found employees need to be convinced management has done their best to prevent a further violation if trust is to be rebuilt. The amendment to the form, although slow to occur, was on my part interpreted as a demonstration to put things right.

Findings: negotiation, power and emotions in the workplace

Three theoretical concepts relevant to the workplace context were outlined at the beginning of this paper: negotiation, power and emotions. It was contended on the basis of these theories that Australian employees are disadvantaged if they are required to negotiate individual AWAs. The evidence provided in the personal narrative supports this proposition. Of the three negotiation approaches outlined by Belnave et al (2007) this case identifies as one where the parties were dealing within a competitive negotiation framework, which is a ‘win/lose’ framework involving high risk. The implication of this approach is that to quickly resolve my contract dilemma so I could work full time would have meant agreeing to a highly unfavourable

condition. Where an individual does not surrender in a competitive negotiation framework, the success in achieving mutually acceptable outcomes will be determined by the personal attributes and power bases of the individuals at the bargaining table. The evidence in the narrative suggests that I entered negotiations with experience in human resource management and personal ideals of how people should be treated in the workplace. These attributes served to my benefit as it provided an offset against the formal power of management.

On the issue of power in the workplace, as an employee negotiating employment conditions, I had no formal power. However, previous experience as a HR practitioner did provide me with expert power. Whilst the theory states that expert power is not formal power, it did provide a base of personal power to counteract the legitimate formal power of the senior managers. Whilst this was of major benefit in this case, it also supports the proposition of this paper in two ways. Firstly, many people will not have such expert power to manage workplace negotiations that go wrong. Secondly, even with this expert power, the narrative outlined a number of instances where emotional turmoil was experienced throughout the negotiation process.

Emotional dissonance was evident in this case as I dealt with the irony that I had been employed to teach students about human resource management practice, but in reality, my HR knowledge was not being taken seriously by my employer. This emotional dissonance was the precursor to the emotional labour I performed as I lectured to students on the benefits of the HR discipline, but the reality for me at the time was that the HR practices of my employer were causing me grief. At the same time, the emotional dissonance also culminated in my engagement in emotional deviance. This occurred through the challenge of the employment contract itself. I undertook measures such as crossing out conditions on the contract, involving external legal people and filing a grievance with the AIRC, all which are actions that are not typical of a 'loyal' employee. I was breaking a 'rule' on how an employee should behave in the employer/employee relationship. I was the service provider, my employer the customer purchasing my labour. Emotional deviance is found in these 'betrayals' of my employer and then returning to my office where I would function as 'loyal' employee. There was last minute 'saves' by my employer, such as recognising that the contract had already been formed and honouring it, receiving an apology and

amending the variation form. These actions did restore my faith in the HR practices of the organisation and although I am now little less idealistic, I can promote the value of HR to students with a restored sense of emotional harmony.

Findings: resources used by an individual engaging in negotiation

The narrative provided insights into the type of resources I drew upon during the course of the negotiations with my employer. It is worth briefly noting them, the value being that it identifies resources that other individuals may need to overcome problematic negotiations in light of the privileged individualism of AWAs.

Intrinsic resources are those which the individual musters from within. This negotiation experience demanded courage to question and challenge standard responses provided by management; and perseverance when negotiations involved delay or avoidance tactics. Reflection, self-monitoring and rationality were needed at each step in the process in order to maintain perspective and the respect (hopefully) of negotiation partners. Furthermore, one needs to be able to separate work from personal life and maintain a sense of calm and stability during times of career uncertainty. In essence, a competitive negotiation experience demands high levels of self efficacy to effectively engage in the negotiation process.

Another resource I frequently drew upon was a small network of supportive colleagues and family to provide the listening ear when negotiations become a challenge. This network included people with a level of emotional detachment that could provide constructive and critical feedback. My immediate supervisor was supportive, and maintained this support even after he had exhausted his avenues of appeal. Thus, I still had a pleasant, immediate work environment.

In relation to knowledge and know-how, I had the benefit of some knowledge about Australia's industrial relations system and practices, specifically, common law employment contracts; certified agreements and the services of the Australian Industrial Relations Commission. Furthermore, I had at my disposal access to industrial legislation documents and a number of organisational documents, such as the certified agreement, HR policies and delegation schedules. These documents are housed on organisational intranet and internet facilities which I could access through

work and home. These documents require skills in literacy and interpretation particularly for understanding the nuances of the more complex documents, such as the Workplace Relations Act.

Financially, this negotiation exercise meant having to access personal savings. In the event that the negotiations had completely failed, I could have faced further financial implications, such as remaining on a part time salary or, potentially, not having a job. The financial demands of using common law courts to settle the case were also beyond what I was prepared to personally spend.

Conclusion

This paper purports that employees will potentially find AWA negotiations a challenging experience out of concern that many Australians lack the knowledge and personal resources to achieve the best deal. These employees, idealistically and inevitably, will need to rely on the honesty and ethics of their employer to not take advantage of them. The debate as to whether this will be case is outside the scope of the paper, however, Abbot et al. (2007 p. 29) found significant change resulting from the WorkChoices legislation was the creation of ‘an environment in which employees fear and mistrust the motives and actions of their employers’. On the employer’s behalf, Abbot et al. (2007) also report that employers are saying they are having trouble convincing employees otherwise in their negotiations. If this is the case and employees are negotiating in an environment of fear and mistrust, whether these fears are correctly founded or not, we can anticipate many employees will find the negotiation experience daunting.

The manner in which AWA negotiations may be challenging was explored within the confines of three concepts: negotiation; power and emotions in the workplace. Through an examination of the author’s own experience in negotiating her employment contract, it was ascertained that differential power existed between the parties whereby the employer held formal and legitimate power against the employee’s lack of formal power. In this scenario, the employee did have a form of personal power derived from her HR practitioner expertise. However, this provides the cautionary note of this article: if an experienced HR practitioner became embroiled in grievance procedures and conciliation hearings in her negotiations with a

powerful employer, we can anticipate employees without a base of personal power will predictably face challenges in their AWA negotiations, particularly if the employer engages in a competitive negotiation framework. Also demonstrated was the emotional impact that wayward negotiations can have on the employee. It was found that employees are immediately susceptible to emotional dissonance as they feel the discomfort of challenging their employer. When the feelings translate into action, such as debating or refusing to agree to a condition, seeking external advice or filing a grievance, the employee is forced to engage in emotional deviance by behaving a way that transcends expected 'loyal' employee behaviour.

This paper also uncovered types of resources that employees may need to overcome problematic negotiations in light of the privileged individualism of AWAs. It was identified that intrinsic resources such as courage; perseverance; self-monitoring; rationality and self efficacy helped to self manage the emotional range during an anxiety inducing experience. The presence of a supportive family and people in the workplace who prevented the journey from being lonely formed another invaluable resource. Technical resources including having knowledge about the industrial legislation and/or knowing how to access it was a major resource demand in the negotiation experience. Finally, personal financial resources were required to meet legal expenses and if negotiations had been unsuccessful, would be needed to sustain a lower income.

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