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EMPLOYMENT RELATIONS AND DISPUTE RESOLVING MECHANISMS IN TELECOM FIJI LIMITED: PRIOR TO AND AFTER THE INTRODUCTION OF THE ESSENTIAL NATIONAL INDUSTRIES DECREE (2011)

by

Yasumala Reddy

A thesis submitted in partial fulfillment of the requirements for the degree of Master of Commerce

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School of Management and Public Administration
Faculty of Business and Economics
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March, 2016
DECLARATION OF ORIGINALITY

Statement by Author

I, Yasumala Reddy, declare that this Supervised Research Project is my own work and that to the best of my knowledge, it contains no material previously published, or substantially overlapping with material submitted for the award of any other degree at any institution, except where due acknowledgement is made in the text.

This Supervised Research Project is submitted in partial fulfilment of the requirements for the degree of Master of Commerce in Management and Public Administration.

Signed .......................................................... Date: 18/02/16
Yasumala Reddy
S11028154

Signed .......................................................... Date: 18/02/16
Dr Anand Chand
Associate Professor
Principal Supervisor
DEDICATION

Inspired by my dear mum Lachmi and blessed by my late father Timma Reddy, I dedicate the achievement of this study to them. I also dedicated this study to my husband Chandra Pratap Lal and especially to my two sons Presley Lal and Mevley Lal.
ACKNOWLEDGEMENTS

This research was made possible through support and assistance from number of people. Firstly, I would like to express my sincere gratitude to my principal supervisor Dr. Anand Chand who encouraged me with his discussions, guidance and support during the research writing process. Besides my supervisor, I would like to thank the University of the South Pacific management and staff for providing financial and administrative support for this study.

My sincere thanks also goes to the management and employees of Telecom Fiji Limited for providing valuable information. Without their support it would not be possible to conduct this research. I am also thankful to the union officials for their support and providing relevant information.

Most of all I am grateful to the almighty God for giving me strengths and guidance throughout my studies. I thank my sister Anjina Reddy for being there when I needed her. I am also thankful to my friends and families for their support.

Last but not the least, I would like to thank my two sons Presley Lal and my Mevley Lal for their understanding, support and patience throughout my study.
ABSTRACT

This Supervised Research Project examines the impact of employment legislation on the terms and working conditions of workers in Telecom Fiji Limited in Fiji. This study looked at the views of workers, management, union, and the Bargaining Unit at Telecom Fiji Limited on how employment terms and conditions in Telecom Fiji Limited have changed due to the two pieces of legislation, namely Employment Relations Promulgation (ERP) 2007 and Essential National Industries (Employment) Decree (ENI) (2011). Their views provided a good insight of the current employment relations in Telecom Fiji Limited. This study examines and compares the employment relations and dispute resolving mechanisms in Telecom Fiji Limited during the Employment Relations Promulgation (ERP) (2007) and after the introduction of the Essential National Industries Decree (2011). This study has analysed the various steps of dispute resolution mechanisms at Telecom Fiji Limited under the ERP (2007) and ENI Decree (2011).

The research findings show that under ERP (2007), various steps were in use such as in-house procedures, mediation services, the Employment Relations Tribunal, the Employment Relations Court, the Court of Appeal and the Supreme Court. Whereas under the ENI Decree (2011) all disputes are to be solved internally, except any for over $5 million in value in one year which is referred to the Prime Minister for a final decision. There is no room for appeals under the ENI Decree (2011). This study also reveals that Telecom Fiji Limited’s current employment relations is based on unitary theory which does not recognise unions as legitimate representatives of the workers.
ABBREVIATIONS

ATHL Amalgamated Telecom Holdings Limited
BU Bargaining Unit
CA Court of Appeal
CB Collective Bargaining
CEO Chief Executive Officer
ENI Essential National Industries
ER Employment Relations
ERC Employment Relations Court
ERP Employment Relations Promulgation
ERT Employment Relations Tribunal
FBC Fiji Broadcasting Corporation
FCEF Fiji Commerce of Employers Federation
FHEC Fiji Higher Education Commission
FNU Fiji National University
FPTEA Fiji Post and Telecommunications Employees Association
FPTL Fiji Post and Telecommunications Limited
GM General Manager
GMHR General Manager Human Resources
HR Human Resources
HRM Human Resource Management
ILO International Labour Organisation
IR Industrial Relations
ISDN Integrated Services Digital Network
LMCC Labour Management Consultative Committee
PABX Private Automatic Branch Exchange
PM Prime Minister
P&T Post and Telecommunications Limited
SC Supreme Court
SBU Strategic Business Unit
SRP Supervised Research Project
TCE Terms and Conditions of Employment
TFL Telecom Fiji Limited
VSAT Very small aperture terminal
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEDICATION</td>
<td>iii</td>
</tr>
<tr>
<td>ACKNOWLEDGEMENTS</td>
<td>iv</td>
</tr>
<tr>
<td>ABSTRACT</td>
<td>v</td>
</tr>
<tr>
<td>ABBREVIATIONS</td>
<td>vi</td>
</tr>
<tr>
<td>LIST OF TABLES</td>
<td>x</td>
</tr>
<tr>
<td>LIST OF FIGURES AND APPENDICES</td>
<td>xi</td>
</tr>
</tbody>
</table>

**CHAPTER 1: INTRODUCTION**

1.0 Introduction
1.1 Background to Employment Relations
1.2 Current Labour Legislation in Fiji
1.3 Research Questions
1.4 Aims and Objectives of this Study
1.5 Scope of this Study
1.6 Usefulness of Study
1.7 Organisation of this Supervised Research Project
1.8 Conclusion

**CHAPTER 2: METHODOLOGY**

2.0 Introduction
2.1 Quantitative and Qualitative Research Methods
2.2 Research Methods Used for this Study
   2.2.1 Document and Literature Review
   2.2.2 Author’s Personal Knowledge and Experience
   2.2.3 Face-to-face Interviews
   2.2.4 Self-administered Questionnaires
2.3 Data Analysis
2.4 Research Ethics
2.5 Research Limitations and Problem
2.6 Conclusion

**CHAPTER 3: LITERATURE REVIEW AND THEORETICAL FRAMEWORK**

3.0 Introduction
3.1 Definition of Industrial Relations, Human Resources Management and Employment Relations
   3.1.1 Definition of Industrial Relations
   3.1.2 Definition of Human Resource Management
   3.1.3 Difference between Industrial Relations and HRM
   3.1.4 Definition of Employment Relations (ER)
3.2 Changes in Employment Relations

vii
3.3 Literature Review of Industrial Relations in the Telecommunications Sector. 21
3.4 Theoretical Framework of Industrial Relations ................................................................. 23
  3.4.1 Unitarist Theory of Industrial Relations ....................................................................... 23
  3.4.2 Pluralist Theory of Industrial Relations ....................................................................... 24
  3.4.3 Marxist Theory of Industrial Relations ........................................................................ 25
3.5 Importance of Employment Legislation Globally ............................................................. 28
3.6 History of Employment Relations in Fiji ........................................................................ 28
3.7 Conclusion ....................................................................................................................... 29

CHAPTER 4: EMPLOYMENT RELATIONS IN TELECOM FIJI LIMITED 30
4.0 Introduction ....................................................................................................................... 30
4.1 An Overview of Telecom Fiji Limited .............................................................................. 30
4.2 Restructure at Telecom Fiji Ltd ........................................................................................ 31
4.3 Organisation Structure of Telecom Fiji Limited (TFL) .................................................. 32
  4.3.1 TFL Workforce: 2005-2014 ...................................................................................... 33
4.4 The Three Parties to Employment Relations ...................................................................... 33
  4.4.1 The State .................................................................................................................... 33
  4.4.2 The Management of TFL .......................................................................................... 34
  4.4.3 Employee Representative in TFL .............................................................................. 34
4.5 TFL Bargaining Unit ......................................................................................................... 36
4.6 Terms and Conditions of Employment (TCE) at TFL under the ENI Decree (2011) .......... 36
  4.6.1 Re-Negotiation of Collective Agreement for Financial Distress ............................... 36
4.7 Comparison of the Provisions of the two Pieces of Legislation and the Dispute Solving Machinery Available at TFL ................................................................. 38
  4.7.1 Similarities and Differences of Dispute Solving Machinery under ERP (2007) and ENI Decree (2011) ......................................................................................... 44
  4.7.2 Similarities and Differences for Solving Disputes System under ERP (2007) and ENI Decree (2011) at TFL ................................................................. 49
4.8 Employment Relations (ER) Processes and Procedures in the TFL under ENI Decree (2011) .................................................................................................................. 49
  4.8.1 Recruitment and Selection Process ............................................................................ 50
  4.8.2 Job Termination at TFL ............................................................................................ 51
  4.8.3 Retirement Age at TFL .............................................................................................. 51
  4.8.4 General Hours of Work ......................................................................................... 51
  4.8.5 Overtime Payment .................................................................................................... 52
  4.8.6 Leave Conditions ....................................................................................................... 52
  4.8.7 Training and Development ...................................................................................... 53
4.9 Conclusion ....................................................................................................................... 53

CHAPTER 5: RESEARCH FINDINGS AND DATA ANALYSIS 54
5.0 Introduction ....................................................................................................................... 54
5.1 Demographic Data of TFL Workers Surveyed ................................................................. 54
5.1.1 Geographical Areas and Sample Size of TFL Workers Surveyed ........ 54
5.2.1 Interview of Retired TFL Worker ...................................................... 60
5.3 Demographic Data of TFL Managers/Supervisors Surveyed .............. 61
5.3.1 Geographical Areas and Sample Size of TFL Managers/Supervisors Surveyed ............................................................................................................................................. 61
5.4 TFL Managers/Supervisors Views on Employment Relations at TFL ..... 63
5.5 The Human Resources Managers’ Views on the Type of Employment Relations at TFL ............................................................................................................................................. 67
5.6 Bargaining Unit Official’s Views on Employment Relations at TFL ....... 68
5.7 FPTEA Union’s Views on Employment Relations - Self-administered Questionnaire and Face-to-Face Interview ................................................................. 68
5.8 Ministry of Labour Official’s View on ENI Decree (2011) ................. 71
5.9 Fiji Commerce of Employers Federation’s view on ENI Decree (2011) .... 72
5.9 Conclusion ........................................................................................................ 72

CHAPTER 6: SUMMARY OF FINDINGS AND CONCLUSIONS .......... 73
6.0 Introduction .................................................................................................... 73
6.1 Summary of Major Findings of the Study ..................................................... 74
6.2 Theoretical Discussions ................................................................................ 75
6.3 Implications .................................................................................................... 76
6.4 Recommendations .......................................................................................... 76
6.5 Limitations During the Research Process ..................................................... 77
6.6 Future Research .............................................................................................. 78
6.7 Conclusion ...................................................................................................... 78

BIBLIOGRAPHY .................................................................................. 79
Primary Documents - Interviews ........................................................................ 79
Secondary Documents ....................................................................................... 80
Web Page ........................................................................................................... 85

Appendix 1 .................................................................................................... 87
Appendix 2 .................................................................................................... 92
Appendix 3 .................................................................................................... 98
Appendix 4 .................................................................................................. 102
LIST OF TABLES

Table 2.1 Sample size for face-to-face interviews at TFL ................................. 8
Table 2.2 Sample size for self-administered questionnaires at TFL .................... 9
Table 3.1 The main differences between IR and HRM ..................................... 16
Table 3.2 Summary of the theoretical perspectives of industrial relations .......... 26
Table 4.1 Total workforce in TFL (All Division) ............................................... 33
Table 4.2 Trade union membership numbers from year 2005 to 2014. ............... 35
Table 4.3 Comparison of employment dispute resolution process under ERP (2007) and ENI Decree (2011) ................................................................. 39
Table 4.4 Comparison of grievances/dispute resolution mechanisms at TFL under the ERP (2007) and the ENI Decree (2011) ........................................ 46
Table 5.1 Geographical areas of the study and sample of TFL workers surveyed 54
Table 5.2 Qualification level and gender of TFL workers surveyed .................... 55
Table 5.3 Employment position of workers surveyed ....................................... 55
Table 5.4 Workers’ views of their relationship with management ....................... 55
Table 5.5 Workers’ views on whether ENI Decree (2011) is good or bad .......... 56
Table 5.6 Workers’ level of knowledge about ENI Decree (2011) ..................... 56
Table 5.7 Workers’ views of whether ENI Decree (2011) had affected their working conditions ................................................................. 57
Table 5.8 Workers’ views on their level of familiarity with TFL’s internal employment dispute settlement machinery and appeal system .......... 57
Table 5.9 Workers’ views on level of satisfaction with the working condition of TFL ........................................................................................................ 58
Table 5.10 Workers’ entitlement to overtime during ERP (2007) and after ENI Decree (2011) ......................................................................................... 58
Table 5.11 Does management consult workers when changing human resources policies and procedures after ENI Decree (2011) ..................................... 59
Table 5.12 Workers’ views if they are satisfied with the managerial decision? .. 59
Table 5.13 Workers’ views if they have experienced any conflict within the TFL .. 59
Table 5.14 Parties involved in solving disputes .................................................... 60
Table 5.15 Geographical areas and sample for TFL Managers/Supervisors Surveyed ........................................................................................................ 60
Table 5.16 Position of Managers/Supervisors surveyed ...................................... 62
Table 5.17 Qualification level and gender of TFL Managers/Supervisors .......... 62
Table 5.18 Managers/Supervisors employment relationship with workers .......... 63
Table 5.19 Managers/Supervisors comment on involvement with upper level
workers during restructure and changes at TFL ...................................... 63
Table 5.20 Managers/Supervisors comment on involvement with middle level
workers during restructure and changes at TFL .................................... 64
Table 5.21 Managers/Supervisors comment on involvement with lower level
workers during restructure and changes at TFL .................................... 64
Table 5.22 Views of Managers/Supervisors if training was given to workers about
ENI Decree (2011) .................................................................................. 64
Table 5.23 Managers/Supervisors views on workers familiarity with TFL’s internal
employment dispute settlement machinery and appeal system .......... 65
Table 5.24 Managers/Supervisors views on effects of ENI Decree (2011) on the
working conditions of workers ................................................................ 65
Table 5.25 Managers/Supervisors views on the value of Bargaining Unit (BU)
provisions in terms of providing services to their members ................. 66
Table 5.26 Managers/Supervisors views on the incidence conflict at workplace?.. 66

LIST OF FIGURES

Figure 2.1 Research methods used to collect data................................. 7
Figure 4.1 Trade union membership for TFL from year 2005 to 2014 .......... 35

LIST OF APPENDICES

Appendix 1 Survey Questionnaire for employees................................. 87
Appendix 2 Survey Questionnaire for managers/ supervisors.................. 92
Appendix 3 Survey Questionnaire for union............................................ 98
Appendix 4 Essential National Industries (Employment) Decree (2011) .... 102
CHAPTER 1: INTRODUCTION

1.0 Introduction

This thesis examines employment relations in Telecom Fiji Limited (TFL) under the two labour legislation namely under the Employment Relations Promulgation (2007) and Essential National Industries (Employment) Decree (2011). The main aim is to compare and contrast employment relations and dispute resolving mechanisms in Telecom Fiji Limited during the Employment Relations Promulgation (ERP) (2007) and after the introduction of the Essential National Industries Decree (2011). It will also analyse the various steps of dispute resolution mechanisms at Telecom Fiji Limited under the ERP (2007) and ENI Decree (2011).

The chapter will firstly provide background information to employment relations and current labour legislation in Fiji. Secondly, it will provide the research questions, the aims and objectives of this Supervised Research Project. Thirdly, it will discuss the scope and usefulness of the study. Finally, it outlines the organisation of this study.

1.1 Background to Employment Relations

Employment relations are about interpersonal relations in the workplace between management, at all levels, among themselves and with the workers; and among the workers themselves. At the same time, it involves power relations, authority, the interplay between rights and responsibilities, and how management can foster the best performance on the part of workers. Employment relations (ER) encompasses both industrial relations and human resources management. Employment relations is the study about interaction between workers, trade unions, management and government. These relations are governed by the set of rules and regulations concerning work, workplace and working environment. Employment relations occur when a person provides or performs work in return for the remuneration under certain terms and conditions. A major purpose of ER mechanisms is to keep harmonious relations between workers and employers by resolving their problems through grievance procedures and collective bargaining. Some of the factors that affect the employment relations are the employment laws itself, poorly formulated
laws and its scope is unclear and also the absence of compliance and application of the laws.

Changes in employment legislation can have great effect on the performance of the organisation. The change in new employment legislation gives rise to change in employment relations practices such as an increasingly non-unionized workforce, flexibility in working time and job functions. The reasons are due to the factors such as competition, the rapid changes in products and processes, organisations high demand for skills, quality and productivity. New employment legislation also demands change in the power of management, which gives rise to management prerogative and reduces the power of trade union and workers’ rights.

1.2 Current Labour Legislation in Fiji

Fiji’s first employment legislation was designed during British colonial rule. After independence in 1970, various Acts were enacted by government to deal with the administration of employment relations in the workplace. In Fiji, the Employment Relations Promulgation (2007)\(^1\) and Essential National Industries (Employment) Decree (2011)\(^2\) are the current employment relations legislation. Prior to July 2011, Telecom Fiji Limited (TFL) was regulated through ERP (2007). Under ERP (2007) the workers were privileged as they were able to join trade union and can raise their concerns regarding employment issues. However, in July 2011 the ENI Decree (2011) was gazetted by the government to be used by all essential national industries in Fiji, and TFL was considered to fall within this category.

1.3 Research Questions

The main research question in this Supervised Research Project is whether employment relations in TFL were better under ERP (2007) legislation or are better under the current ENI Decree (2011).

---

\(^1\) Hereafter Employment Relations Promulgation (2007) will be referred as ERP (2007).
\(^2\) Hereafter Essential National Industries (Employment) Decree (2011) will be referred as ENI Decree (2011).
1.4 Aims and Objectives of this Study

The aim of this study is to critically examine the employment relations at TFL under ERP legislation (between 2007-2011) and under ENI Decree (between 2011-present). This study specifically addresses the following research objectives:

1. To find out how TFL manages and executes employment relations and what are the implications of this management style on the performance of workers
2. To examine and compare the type of employment relations practices at TFL under ERP (2007) and ENI Decree (2011)
3. Compare and contrast the provisions of dispute resolving mechanisms under the ERP (2007) and ENI Decree (2011) to solve dispute in TFL
4. To examine management-worker and management-union relationship at TFL
5. To examine the key issues in employment relations, particularly high employee turnover and reduction in trade union membership
6. To examine the issues relating to employment relations and process and procedures involved under the current Terms and Conditions of Employment (Employee manual) that was implemented in 2013 after the ENI Decree (2011)
7. To find out how the decisions were and are made on various HR policies and procedures under ERP (2007) and ENI Decree (2011).

1.5 Scope of this Study

Employment relations is a broad area of study. This study will examine and discuss the employment relations in TFL under ERP (2007) and ENI Decree (2011). This study will also determine the type of employment relations TFL practise and the employment relations theories applied in TFL.

1.6 Usefulness of Study

This study will provide a better understanding of the employment legislation (ERP, 2007 and ENI Decree, 2011) that has governed employment relations in Fiji in recent years particularly in TFL and other industries that are declared as essential. This research will provide a platform for TFL management to be more vigilant when solving disputes.
1.7 Organisation of this Supervised Research Project

This Supervised Research Project is organised in six chapters. The first chapter gives the introduction of the topic, aims, objectives, the scope of the study, and discusses the usefulness of the study.

Chapter two discusses a research methodology for this study. It discusses the research methods used for data collection, and the research ethics. The methodology, sources of data, research ethics and data analysis techniques are presented. The research limitations faced during the research are also acknowledged.

Chapter three reviews the literature and discusses theoretical framework developments in employment relations associated with global and local trends. The review involves comparison and evaluation of previous literature on employment relations. This chapter also compares the difference between human resources management and industrial relations. The two pieces of employment legislation (ERP, 2007 and ENI Decree, 2011) that governs employment relations in Fiji are also discussed.

Chapter four provides the overview of TFL and discusses the employment relations in TFL. It outlines the parties to employment relations. The second part of the chapter focuses on the terms and conditions of employment at TFL. The grievances and dispute resolution mechanisms at TFL under ERP (2007) and ENI Decree (2011) are also discussed and compared.

Chapter five presents and discusses the research findings. The data collected from TFL workers, managers/supervisors and union are analysed.

Chapter six summarises, discusses and provides recommendations and conclusions of the Supervised Research Project. The chapter also discusses the implications of the research and highlights areas for future research.
1.8 Conclusion

This chapter has firstly provided background information to employment relations and current labour legislation in Fiji. Secondly, it has presented the aims and objectives of this Supervised Research Project. Thirdly, it has discussed the scope and usefulness of the study. Finally, it has outlined the organisation of this study. The next chapter will provide the methodology for this research.
CHAPTER 2: METHODOLOGY

2.0 Introduction

This chapter discusses the research methodology and outlines the research methods used in compilation of this Supervised Research Project. Firstly, it will discuss the research methods used to collect data by focusing on a single institutional case study of Telecom Fiji Limited (TFL) (Yin, 1994). Secondly, the description of data sources, data analysis, sample size and feedback analysis are given. Thirdly, this chapter elaborates on the reliability of data and ethical considerations observed when doing research. Finally, the research limitations and problems faced are also discussed.

2.1 Quantitative and Qualitative Research Methods

The researcher used both quantitative and qualitative approaches to explore employment relations at Telecom Fiji Limited (TFL).

Weinreich (1996) has highlighted the importance of qualitative method. He mentions that the strength of the quantitative method is that it produces quantifiable, reliable data that are usually generalizable to some larger population. The qualitative research methodologies he highlights include observation, interviews, documents and the researcher's impressions and reactions. The advantage of using qualitative methods is that they generate rich and detailed data.
Figure 2.1 shows the various research methods that have been used to collect data for this study.

**Figure 2.1 Research Methods Used to Collect Data**

![Diagram of research methods]

Source: Adapted from Karan (2010) and modified by Author 2015.

### 2.2 Research Methods Used for this Study

For this study, the following research methods were used: document review, author’s personal knowledge and experience, face-to-face interviews and self-administered questionnaires. Each one of these method are discussed below.

#### 2.2.1 Document and Literature Review

The researcher collected information and data from the official publications of the Government of Fiji, Post Fiji Limited and Telecom Fiji Limited publications, as well as books and journal articles. Firstly, I reviewed the various documents from the TFL such as annual reports, human resources policies and procedures, Annual Corporate Plan, as well as Fiji Post and Telecommunication Employees Association (FPTEA) annual reports. Secondly, the Employment Relations Promulgation (2007),
the Essential National Industries Decree (ENI) 2011, newspapers and journal articles also provided valuable information that were useful for this study.

2.2.2 Author’s Personal Knowledge and Experience

I have worked as a Human Resources (HR) employee for two years at the Fiji Higher Education Commission (FHEC), one and half years at the Ministry of Works, Transport and Public Utilities and six years at the Fiji National University (FNU). This resulted in my having good knowledge and understanding of various employment relations (HR and IR) policies and procedures that are practised in private and public enterprises. The experience in HR has also helped me understand more about the dispute handling machinery in the private and public enterprises.

2.2.3 Face-to-face Interviews

Face-to-face interview was the second main method of collecting data. A total of twenty people were interviewed by face-to-face method. Table 2.1 shows the details of the respondents interviewed.

<table>
<thead>
<tr>
<th>Position</th>
<th>Managers/Supervisors of TFL</th>
<th>Employees of TFL</th>
<th>Trade Union Official (FPTEA)</th>
<th>Bargaining Unit (BU)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suva</td>
<td>3</td>
<td>7</td>
<td>2</td>
<td>2</td>
<td>14</td>
</tr>
<tr>
<td>Lautoka and Nadi</td>
<td>2</td>
<td>3</td>
<td>-</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5</strong></td>
<td><strong>10</strong></td>
<td><strong>2</strong></td>
<td><strong>3</strong></td>
<td><strong>20</strong></td>
</tr>
</tbody>
</table>

Table 2.1 shows the sample size for face-to-face interviews at TFL. Fourteen (14) participants were from Suva of whom three (3) were managers/supervisors (including GMHR), seven (7) employees, two (2) FPTEA union officials and two (2) were BU members. The sample size for Lautoka were six (6) of whom two (2) were managers/supervisors, three (3) employees and one (1) BU member.
For this research the researcher interviewed people according to their availability of time. During face-to-face interviews, new questions emerged which enabled the collection of supplementary information from the respondents.

### 2.2.4 Self-administered Questionnaires

The researcher also used self-administered questionnaire for this research. Three sets of questionnaires were developed, one for the management, one for employees of TFL, and another for trade union officials. The questionnaire was divided into two parts. The first part is extracting information on the employee profile such as demographic factors. The second part seeks information on individual views on employment relations. Self-administered questionnaires are quite inexpensive and easy to manage (Yin, 1994). The questionnaires were sent out to a wide number of people and the respondents were allowed to fill it at their own convenient time.

To avoid misunderstandings and ensure reliable data the questionnaire was written in its simplest form. Zikmund (1997) stated that reliability addresses the consistency and stability of measures and the degree to which measures are free from error and yield consistent results. However, it cannot be assured that the respondents understood the questionnaire in the same way. Each respondent is likely to have made his/her own interpretation of the questions.

<table>
<thead>
<tr>
<th>Position</th>
<th>Managers/Supervisors of TFL</th>
<th>Employees of TFL</th>
<th>Trade Union Official (FPTEA)</th>
<th>Bargaining Unit (BU)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suva</td>
<td>10</td>
<td>60</td>
<td>1</td>
<td>1</td>
<td>72</td>
</tr>
<tr>
<td>Lautoka and Nadi</td>
<td>5</td>
<td>15</td>
<td>-</td>
<td>-</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>15</strong></td>
<td><strong>75</strong></td>
<td><strong>1</strong></td>
<td><strong>1</strong></td>
<td><strong>92</strong></td>
</tr>
</tbody>
</table>

Table 2.2 shows the sample size for self-administered questions at TFL. A total of ninety-two (92) questionnaires were sent to TFL workers in Southern and Western divisions of Fiji. A total of seventy-two (72) were distributed along Suva corridor, of which ten (10) were managers/supervisors, sixty (60) were employees and two (2)
trade union official/BU. For Lautoka and Nadi, the sample size were twenty (20) of which five (5) were managers/supervisors and fifteen (15) were employees.

Out of this 92 questionnaires only seventy (70) questionnaires were answered, which gives a response rate of 76 percent.

For the self-administered questionnaires, the researcher gave the questionnaires to the respondents in advance before meeting them and collecting final questionnaires. The participants were given the opportunity to complete the questionnaire over a period of one week.

2.3 Data Analysis

All quantitative data were analyzed by using the SPSS programme (computer based statistical package to evaluate data). Data collected from interviews and self-administered questionnaires were checked for accuracy and coded before entering into SPSS. The qualitative data were coded and important information was taken out from the key informants and used as quotations in chapter 5 of research findings.

2.4 Research Ethics

In this research, the respondents were advised of the reasons for undertaking this research that is to partially fulfil the requirement for the Master of Commerce Degree in Management and Public Administration. A covering letter from the researcher to the participants was also provided, highlighting the confidentiality of information and security of data collected from interviewees.

David and Resnik (2011) in their article mentioned that research often involves a great deal of collaboration and coordination among several different types of people in different disciplines and in institutions. Likewise, Babbie (2004) states that anyone involved in social scientific research needs to be aware of the general agreements shared by researchers about what is proper in the conduct of scientific inquiry. Ethical standards support the values that are necessary to collaborative work, such as trust, accountability, mutual respect, and fairness (Babbie, 2004). For
example, many ethical norms in research, such as guidelines for authorship, copyright and data sharing guidelines, and confidentiality rules are anticipated to protect intellectual property interests while encouraging team work. All respondents interviews have been voluntary and all ethical issues were taken into consideration whilst doing this research.

2.5 Research Limitations and Problem

Some limitations and problems experienced during the course of this research are as follows:

1. The first problem was the busy schedules of the General Manager Corporate Services and HR manager in TFL, which was a contributing factor in the delay of interviews.

2. The second problem during the research was the inefficiency of officers responsible for making available the documents and information required for this research. Even though they had agreed to provide the requested information, the time taken to produce and make these documents available was not met.

3. The final limitation was that due to confidentiality of information, human resources personnel of TFL did not provide information on sensitive issues.

2.6 Conclusion

This chapter has discussed the research methodology and outlined the research methods used in compilation of this Supervised Research Project. Firstly, it has discussed the research methods used to collect data by focusing on a single institutional case study of Telecom Fiji Limited (TFL) for this research. Secondly, the description of data sources, data analysis, sample size and feedback analysis are given. Thirdly, this chapter has elaborated on the reliability of data and ethical considerations observed when doing research. Finally, the research limitations and problems faced were also discussed. The next chapter will provide the literature review and theoretical framework on employment relations.
CHAPTER 3: LITERATURE REVIEW AND THEORETICAL FRAMEWORK

3.0 Introduction

This chapter discusses the literature review and theoretical framework. Firstly, it discusses the definition of industrial relations, human relations management and employment relations. It also discusses the difference between industrial relations and human resources management (HRM). Thirdly, it reviews the relevant literature review. Fourthly, it discusses the theoretical perspectives and various frameworks of employment relations. Finally, this chapter discusses the importance of employment legislation and provides a brief history of employment relations in Fiji.

3.1 Definition of Industrial Relations, Human Resources Management and Employment Relations

Employment relations is a combination of industrial relations and human resource management. Employment relations are said to be a modern-day term used to describe what has traditionally been called ‘industrial relations’ and human resources management. On one hand, industrial relations is more concerned about the management of the relationship between trade unions and management, the processes involved including negotiations, consultation, collective bargaining and industrial conflict (Sagepub, 2015). On the other hand, the introduction of new forms of employee management such as human resources management has given rise to a service controlled economy, a decline in trade union power, a political agenda towards the union, and increased individuality and flexibility in working time (Sagepub, 2015).

3.1.1 Definition of Industrial Relations

Brown (1973) says that traditionally, industrial relations globally have been firmly rooted in their own culture and addressed the creation of rules governing the employment relationship. Similarly, Hodgetts and Luthans (1994) in their book discussed that the labour relations function identifies the roles of management and
workers in the workplace. They also emphasize that the concept of labour relations varies greatly in different parts of the world. In the United States, for example, labour relations are often a formal relationship, sometimes hostile between labour and management. In comparison, Japan’s relationship between management and unions is cooperative, and management often appoints union leaders.

According to Abbott (2006) industrial relations has its roots in the industrial revolution that created the modern employment relationship by creating free labour markets and large-scale industrial organisations with thousands of wage workers.

Deery and Plowman (1991) stated that industrial relations is concerned with how individuals, groups, organisations and institutions make decisions that shape the employment relationships between management and labour. It also includes the study of workers and their unions, employers and their associations and the institutions established to regulate the relations between two parties.

Katz (1993), and Chaykowski and Verma (1992) have argued that the industrial relations system at the industry level has also become problematic, the pattern of collective bargaining has been eroded, and workplace norms that were once fairly standardized across establishments within an industry have become increasingly associated with firm-level circumstances.

Hunter (1995) highlighted that industrial relations is essentially pluralistic in outlook. It covers not only the relations between employer and employee (the individual relations) but also the relations between employers, unions and the State (i.e. collective relations). Industrial relations theory, practice and institutions traditionally focus more on the collective aspect of relations (Hunter, 1995). This is evident from the central place occupied by labour law, freedom of association, collective bargaining, the right to strike, employee involvement practices that involve unions, trade unionism and so on (Hunter, 1995).

Edwards (2003) mentioned that the term industrial relations came into use in Great Britain and North America in the 1920s. He further mentioned that although the term industrial relations came into prominent usage in the 1920s, its
roots extend back at least to the 1870s. During this period, the process of industrialization began in the United States, which led to the emergence of a growing urban-based wage-earning labour force working in large-scale factories, mills, and mines. Since the 1980s in most developed nations, the term industrial relations has been joined with related terms such as Personnel Management and HRM (Edwards, 2003).

Edwards (2003, 2005) and Bacon (2003) points out that initially industrial relations were broadly defined to include the relationships and interactions between employers and employees. From this perspective, industrial relations cover all aspects of the employment relationship, including human resource management, employee relations, and union-management relations. Due to the changes in traditional industrial relations, new sub-disciplines like HRM have developed which have great impact in the relationship between employers and employees (Edwards 2003, 2005; Bacon, 2003).

3.1.2 Definition of Human Resource Management

Beer et al., (1984) defines HRM as "all management decisions that affect the relationship between organisations and employees - its humans". They argue that the purpose of human resource management is to deal with acquiring, developing and training, maintaining and motivating staff, all aspects that are covered by human resource management. Beer et al., (1984) further discuss that human resource management are necessary as the employees are the most important part of a business and any negative effect on employees in turn affects the business. By realising the potential effect that employees have on the business, organisations are providing incentive programs such as employee dinners, lunch, christmas parties, and weekends away to keep their employees happy and productive. These programs also encourage employees to build relationships with fellow employees and to work better as a team (Beer et al., 1984).

Storey (1989) on the other hand argued that HRM is associated in a number of organisations with only a change in terminology from ‘industrial relations’ to ‘employee relations’ and from ‘personnel management’ to ‘human resource
management’. Poole (1990) suggests that: “Human resource management (HRM) covers interactions among employees which include individual and cooperative efforts, interpersonal and group relationships.”

Macdonald (1997) in his article highlighted that HRM policies and practices are essentially individualistic. HRM focuses more on maximising the organisational incorporation, commitment of workers, flexibility at workplace, efficiency and effectiveness, innovation, and improved quality of product and services. Thus, more emphasis is placed on staff recruitment and selection, induction, leadership and motivation, ongoing training and development and reward employees to improve individual and group performance within the organisation. In this way HRM places a challenge to industrial relations as it can function to demoralise the role of trade unions at the shopfloor level. Macdonald (1997) argued that in reality, however, it is possible to harmonize industrial relations and HRM policies and practices in ways that can strengthen outcomes for both.

Similarly, Wood and Wall (2002) argued that organisations are now recognising that their employees are the most important part of their business and through effective management most organisations try to gain the competitive advantage. The skill and knowledge of employees are the main potential that the organisation has over its competitors. Wood and Wall (2002) also highlighted that human resource management is the process of finding the people the organisation needs, and developing their skills, knowledge, talents and careers to motivate them and maintain their commitment to the organisation. They further describe that the relationship between the employee and the organisation will differ depending on the organisation’s culture, and guidelines must be clear to produce maximum efficiency and effectiveness.

Wood and Wall (2002) also highlighted that the way in which the organisation communicates to all employees is extremely important as employees must know what the organisation is about and where it is heading if the organisation is to be successful in achieving its primary goal. Without good human resource management, a business will probably not succeed (Wood & Wall, 2002). Storey (2007) stated that he believes HRM seeks to achieve a competitive advantage
through the strategic deployment of a highly committed and capable workforce using an array of cultural, structural and personnel techniques.

<table>
<thead>
<tr>
<th><strong>Industrial Relations (IR)</strong></th>
<th><strong>Human Resources Management (HRM)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Takes a broader perspective, involving industrial tribunals, trade unions, employer associations and governments and their roles in the making of rules governing the employer and employee relationship.</td>
<td>Involves the productive use of people in achieving the organisation’s strategic objectives and the satisfaction of individual employees.</td>
</tr>
<tr>
<td>Collectivist, pluralist and tripartite outlook (involves third party):</td>
<td>Bipartite - State is not present (no third party involved:</td>
</tr>
<tr>
<td>- Relations between employers, unions and state;</td>
<td>- Individual focus – selection and recruitment, induction, appraisal, development and training, leadership and motivation, and retention of staff through intrinsic and extrinsic rewards.</td>
</tr>
<tr>
<td>- Outcomes are standardized rules and procedures.</td>
<td></td>
</tr>
<tr>
<td>IR allows freedom of association, collective bargaining, right to strike, trade unionism, dispute settlement, work participation in management through union participation.</td>
<td></td>
</tr>
<tr>
<td>Consists of rules set by the government – laws, negotiated agreements or courts or tribunals.</td>
<td>Deals with fewer rules set by government and organisations implement HRM policies to maximize organisational integration, employee commitment, flexibility and quality of work.</td>
</tr>
<tr>
<td>The pluralist assumes a potential for conflict between the two parties and seeks to balance interests through collective bargaining, dispute settlement procedures.</td>
<td>The unitarist achieves a commonality of interests and all problems are addressed through internal HRM policies and not externally imposed policies (enterprise focused).</td>
</tr>
<tr>
<td>Involves unions rather than dealing individually.</td>
<td>Involves individualization of the employment relationship.</td>
</tr>
<tr>
<td>Emphasises the collective, standardized leading to equity in terms of claims</td>
<td>Address issues such as pay and rewards through both individually and</td>
</tr>
</tbody>
</table>

Table 3.1 The Main Differences Between IR and HRM
regarding wages, contracts, functions, working hours. Sometimes creates tensions within enterprises and unions. 

Pay rates are based largely on job evaluation and cost of living. 

Sees equity and efficiency flow based on performance and skill application (working hours, types of contracts, and pay). Seeks to introduce performance based element into pay. 

Opportunity for employee loyalty and commitment. 

Conflict between employer and unions. Basically, seeks to harness (tie together). 

Dual loyalty is possible when unions and their members share common goals with management. 

Enterprise growth, competitiveness and their welfare depends on the unions and management relationship. 

Rule-bound, standardized and collectivist approach. 

No standardized system. Pay system is collectively negotiable – i.e. performance to be recognized and rewarded and its absence penalised. 

IR - Consider collective rather than individuals:  
- Pay determination criteria; 
- Communicate with employees through unions; 
- Seeks to reconcile conflict; and 
- Traditionally promoted standardization. 

HRM - Focus on individuals:  
- Achieved objectives; 
- Matched goals; 
- Unions are not necessarily needed; 
- More concern with flexibility; and 
- Issues on leadership, motivation and training. 


### 3.1.3 Difference between Industrial Relations and HRM

Industrial relations, according to Macdonald’s (1997) interpretations, can be distinguished from HRM. HRM is essentially a bipartite process, and does not involve the State. He comments that the traditional emphasis of industrial relations has been to achieve collective outcomes at national and industry levels which are then applied to each enterprise. In contrast, HRM is focused directly at the level of the enterprise and seeks to align the interests of managers, individual workers and groups of workers around certain mutually agreed corporate objectives in order to
achieve competitive advantage in the marketplace. Macdonald (1997) further emphasises that the values underlying HRM policies and practices are essentially individualistic and are concerned with maximising organisational integration, worker commitment, workplace flexibility, efficiency, innovation and quality. In HRM considerable emphasis is therefore placed on staff selection and induction, leadership and motivation, ongoing training and development and intrinsic and extrinsic rewards to improve individual and group performance.

According to Fox (1974) and Lewin (2001) human resource management holds a unitarist view of conflict, in which employment policies and practices can align the interests of employees and employers. The workers are employed by organisations and their dealings with their own employer are outside the protections offered by the state.

3.1.4 Definition of Employment Relations (ER)

Eaton (2000) says that the function of employment relations is to deal with the people, the business services and the issues arising from their employment. He emphasises that employees are the most important part of a business and any disputes that affect them in turn affect the business. Likewise Deeks and Rasmussen (2002) characterise the scope of employment relations as a multidisciplinary and interdisciplinary foundation influenced by sociology, economics, history, psychology, political science and law, which allows employment relations to benefit not only from insights of these disciplines but from the interdisciplinary approach as well.

Bamber et al., (2004) mentioned that employment relations focuses on the regulation of work, taking into account of the wider economic and social influences on the relative power of capital and labour, and the interactions between employers, workers, their collective organisations and the state. Industrial relations pertains to the study and practice of collective bargaining, trade unionism, and union-management relations, while human resource management is a separate, largely distinct field that deals with non-union employment relationships and the personnel practices and policies of employers (Bamber et al., 2004).
Additionally, Sisson (2008) points out that the employment relationship basically involves employees and employers. He further discusses that employment relations is mostly a collective activity where employees work in groups and ranks, many belonging to trade unions and professional organisations. It also has major implications for human and social capital development, as well as economic performance (Sisson, 2008). Therefore, employers operate in an institutional environment where survival depends not just on economic success, but also the legitimacy of the ways in which their businesses are conducted.

Publications from the Chartered Institute of Personnel and Development (CIPD, 2009), addressed that the employment relations is concerned with the theory and practice associated with the management and regulation of the employment relationship. It is concerned with the socio-political dimension of the employment relationship and the distribution of power between management and employees, the incidence and expression of conflict and the social and legislative regulatory framework within which the employment relationship exists (CIPD, 2009).

Additionally, according to the institute (CIPD, 2009) employment relations is the contemporary term used to refer to what has traditionally been called ‘industrial relations’. This was further discussed that industrial relations have traditionally referred to as a relationships between union, management and the State. It also includes the processes of collective bargaining, negotiation and consultation and industrial conflict.

Bamber et al., (2009) stated that employment relations is the term used in countries around the world to refer to the relationship between an employee and an employer within which an employee performs work under certain conditions in return for remuneration and other benefits. They further discusses that it is through the employment relations the reciprocal rights and obligations are created between the employee and the employer. The employment relations have been, and continue to be the main driver through which workers gain access to the rights and benefits associated with employment in the areas of labour law and social security. It is the key point of reference for determining the nature and extent of employers’ rights and obligations towards their workers (Bamber et al., 2009).
3.2 Changes in Employment Relations

Since the 1980’s there has been a shift in terminology and conceptualisation from industrial relations to human resources management. Many organisations have now created human resources sections that mainly engage in processes from hiring until terminating of employees, where policies and procedures are set by management. One purpose of human resources management is to deal with issues regarding employment conflict within the organisation that arise between the employees and the employer. Organisations are basically guided by the set of employment laws and legislation introduced by the government. Due to market pressure and increased competition, the organisations are concerned with improved quality and productivity, greater flexibility, continuous innovation and the capability to adjust to the changes in market needs and demands. The increasing interest in pay systems from young and highly qualified personnel are other contributing factors to shift from collectivism to individualism.

Employment and industrial relations has been rapidly changing in the last two decades. Industrial relations systems have been transforming in many countries, and Fiji is not an exception. Chand (2001) has discussed changes like the type of economic policies adopted by the government, such as employment policies and procedures, employment legislation, labour market, work pattern, pay system and working time. Some of the major changes that are taking place all over the world are: firstly, the weakening of trade union power by government legislation. A good example of this is Fiji, where the introduction of the Employment Relations Promulgation (2007) and the Essential National Industrial (Employment) Decree No. 35 of 2011 has had a great impact on unions and employees. Secondly, due to these change of employment laws and regulations there is a huge decline in trade union density. Thirdly, the introduction of performance management systems (PMS) has meant individuals are judged based on their performance, skills and capabilities. Finally, there is a shift from ‘centralized’ collective bargaining to ‘de-centralized’ collective bargaining. There is a shift from industry level to enterprise level.
3.3 Literature Review of Industrial Relations in the Telecommunications Sector

Tuman (2007) examined the variation in the post-privatisation pattern of labour and employment relations in the telecommunications sectors of Argentina and Mexico. His findings suggest that the initial mode of privatisation-negotiated vs. imposed reform-shaped changes in employment, subcontracting and work rules in the period following privatisation.

Ross (2008) carried out a study comparing employment relations strategies in the Czech telecommunications company (TelCo), Cesky Telecom (CT), and the T-Mobile subsidiary (TMCZ) after the introduction of Western-style HRM practices within the context of the changing environment from the socialist to the capitalist system. The research finding showed that by 2005 the introduction of Western-style HRM practices into the Czech telecommunications sector appeared less constrained by former institutional and historical constraint and the Czech telecommunications sector has now shifted towards a mature transformation stage, as ER strategies increasingly reflect Western-based strategic human resources management (SHRM) practices and concepts.

In another study, Ross (2009) examined the impact of rapid technological change on the role and employment practices of Telstra technicians and evidence show the technological change allowed managers to outsource work, cut jobs, and use electronic monitoring system to reduce workers. They also found that new technology did not appear to be the major factor behind Telstra's shift towards a unitarist employment relations approach, but this approach represented a strategic choice on the part of Telstra management, although new technologies provided support for some of their unitarist strategies.

Ross and Bamber (2009) examined how deregulation of the Australian telecommunications sector and re-regulation of the labour market affected employment relations strategies at the company. They found that Telstra's ER strategies included large-scale downsizing and outsourcing and this led to a shift
toward unitarist (anti-union) ER approaches and a shift away from collective bargaining toward individual employment contracts.

Mackenzie (2009) studied the trade union responses to restructuring and the growth of part-time and casual employees in the Irish Telecommunications sector. The finding revealed that the Irish Telecommunications company began to recruit workers on non-standard contracts.

MacKenzie’s (2010) study examined the restructuring of Irish telecommunications, which brought major changes to employment and trade unions tried to organise the contingent labour. This study found that the recruitment of contingent workers brought new challenges in terms of reconciling the interests of members working on traditional employment contracts and those with a variety of contingent employment forms. The study suggests that lessons can be learnt from broader attempts by unions to recruit and represent contingent workers.

Zambarloukou (2010) studied the banking and telecommunications sectors in Greece and found that the changes in ownership and corporate governance have affected industrial relations systems. Zambarloukou’s (2010) research finding shows that major changes have taken place in industrial relations, such as decentralisation of the collective bargaining process.

Prasad’s (2011) book focuses on the issue of dispute resolution in India and stresses the urgent need to revise the various laws in telecommunication.

Holtgrewe and Doellgast (2012) studied trade union responses in three sectors in Germany: telecommunications, financial services and subcontractor industries. Holtgrewe and Doellgast, (2012) found that service sector unions initially adopted innovative strategies to make workers join unions; however, the employers tried to resist unionisation and the trade union is disadvantaged by resource scarcity and an organisational structure.
Da Silva (2014) examined the possibility of the use of arbitration in dispute resolution in the telecommunications sector. The research finding shows that arbitration can be used to resolve conflicts in the telecommunications sectors.

Beale and Noronha (2015) examined the relative power and influence of trade unions in three parts of the public sector: state government employment, municipal bus and tram services, and telecommunications in two Indian states (Gujarat and West Bengal). The authors identify a complex web of explanatory factors for the relative power and influence of the unions under study, within the distinctive political, economic and historical contexts of Gujarat and West Bengal.

3.4 Theoretical Framework of Industrial Relations

The three main theories of industrial relations are unitary, pluralist and Marxist. Each of these theories will be discussed next.

3.4.1 Unitarist Theory of Industrial Relations

Unitarist theory perceives that the organisation is an integrated and harmonious unit with the idea of one happy family where both management and workers wholly share a common purpose, stressing mutual cooperation (Bray, 2009). The unitarist approach is a paternalistic one, meaning that management demands loyalty of all employees. Bray (2009) mentions that the unitarist assumption about workplace relations is that management and employees share a common interest and management is the only source of legitimate authority. Additionally, workplace conflict is regarded as destructive and as being caused by poor management, poor communication and militant workers.

According to Rose (2008), unitarist theory regards trade unions as an intrusion into an organisation from outside, competing with management for the loyalty of employees. Unitarist theory believes managers have the right to manage and have the prerogative to make decisions. Additionally, unitarists assume that collective bargaining creates and institutionalizes unnecessary divisions of interest and serves to generate workplace conflict rather than resolve it (Rose, 2008). Armstrong (2009) stated that the management prerogative (which is its right to manage and make
decisions) according the unitary perspective is regarded as legitimate, rational and accepted, and any opposition to it internally or externally is seen as irrational. The assumption of this perspective is that the organisation exists in perfect harmony and all conflicts are unnecessary.

In addition, unitarist perspective focuses more on a strategic and integrated managerial approach to manage people. It also supports individualism, emphasises in integrating planning, monitoring and control of human resources.

3.4.2 Pluralist Theory of Industrial Relations

Pluralist theory is seen as being made up of powerful and divergent sub-groups, each with its own legitimate loyalties and with their own set of objectives and leaders. In particular, the two predominant sub-groups in the pluralist perspective are the management and the trade unions (Gospel and Palmer, 1993).

Pluralist assumes that workplace relations have managers and employees who have different objectives and have multiple sources of legitimate authority. It therefore, assumes that workplace conflict is inevitable, caused by different opinions and values. To avoid workplace conflict, trade unions are accepted and included in the decision-making. Gospel and Palmer (1993) highlighted that “this theory considers collective bargaining as the fairest and most efficient method of institutionalizing and resolving conflict at work and generating employment rules”. Employees preferred this theory because the individual employees believe they have less bargaining power than the individual employer. Gospel and Palmer (1993) state that it allows employees to form into formal organisation of a trade union to enable them to express their interest, influence management decisions, and achieve their objectives.

According to pluralist theory trade unions are deemed as legitimate representatives of employees. All conflict is resolved through collective bargaining, which is the most efficient means for institutionalizing employment rules and could in fact be channelled towards evolution and positive change. This is assumed as the fairer outcomes by balancing employee and management power (Gospel and Palmer, 1993).
3.4.3 Marxist Theory of Industrial Relations

Marxist theory looks at the nature of the capitalist society, where there is a fundamental separation of interest between capital and labour. Marxists assumes that workplace relations reflect a wider class conflict between capital and labour. The state is seen as the agent of capital. Rose (2008) argues that this perspective “is critical of capitalist society and its system of production, distribution and exchange and emphasizes the importance of collective action including strike action”. For example, the labour laws in most countries favour the capital. This perspective sees inequalities of power and economic wealth as having their roots in the nature of the capitalist economic system. Basically, power is said to be heavily balanced in favour of the management (capitalist). Marxists believe there is an uneven distribution of power between bargaining groups in an organisation.

Marxist theory assumes that workplace conflict is inevitable where capital seeks to reduce costs and workers seek a fairer price for their labour. The summary of theoretical perspectives of the industrial relations theories is presented in table 3.2.
### Table 3.2: Summary of the Theoretical Perspectives of Industrial Relations

<table>
<thead>
<tr>
<th>Theory</th>
<th>Assumption</th>
<th>Power</th>
<th>Conflict</th>
<th>Trade Union (TU)</th>
</tr>
</thead>
</table>
| **Unitary** | - Capitalist society, integrated with group of people within the work organisation.  
- Share common values, interests and objectives with no fundamental conflict of interest between labour and capital (loyalty structure). | - Managerial prerogative and management as single source of authority. | - Conflict is unnatural/ irrational.  
- It is regarded as bad or if conflict exists it is because poor communications and poor management. | - Unwanted intrusion from outside therefore are viewed as unnecessary or illegitimate.  
- Management is forced to accept TU in economic relations.  
- Approaches within unitarism are scientific management, human relations, neo-human relations and HRM. |
| **Pluralist** | - Post-Capitalist society with differing values, interests and objectives.  
- Competitive authority/loyalty structures (formal & informal). | - Management leads but its authority can be legitimately challenged and questioned. | - Conflict is inherent, unavoidable, legitimate and healthy.  
- Structural and institutionalized.  
- Compromise, negotiate an agreement. | - TU and other collective bodies are legitimate representatives of separate interests. |
| **Maxist** | - Relationship between capital and labour | - Imbalance of power. | - Conflicts and dispute may be settled but underlying conflict | Unions are collaborators in the maintenance of the status quo. |
| based on class conflict. | - Power lies with the owners of means of production (employer) reflecting an exploitative relationship. | remains until the structure of society changes. | - See conflict as a product of capitalist society.  
- Focuses on the way capital controls labour. |

Source: Adapted from Gospel and Palmer (1993).
In summary, on one hand, both pluralist and radical theories agree that conflict exists in society and that is regarded as normal and that conflict is inevitable. On the other hand, unitarist believes that all members have shared goals, with no fundamental conflict of interest between labour and capital and if conflict arises it is because of poor management, poor communication and confrontational workers.

3.5 Importance of Employment Legislation Globally

All countries have their own legislation depending on their own economic environment and the type of government. Employment legislation facilitates and sets standards for the relationship between employees and their representatives as unions, employers, and the government. The collective employment legislation or law relates to the tripartite relationship between worker, union and employer. Employment standards are social norms for the minimum socially acceptable conditions under which workers are allowed to work. Employment legislation governs the rights and duties between workers and employers and these rules are designed to make sure the workers are treated fairly and also protect employer’s interests as well (Silva, 1997).

3.6 History of Employment Relations in Fiji

Fiji’s industrial relations were developed along the traditional British voluntarist and interventionist tradition of New Zealand and Australia (Prasad, Hince and Snell, 2000). Prasad, Hince and Snell (2000) stated that the development of worker organisations in Fiji started with the sugar sector and the public services. It has been noted that industrial relations in Fiji have changed dramatically since 2005 and is also an issue in the modern society all over the world. Traditional industrial relations institutions and actors have been lost in many countries, and Fiji is no exception. A clear example is in TFL that will be discussed in a later chapter.

The first set of employment legislation was made during colonial times. Currently, Fiji’s employment legislation mainly revolves around the following two pieces of legislation: Employment Relations Promulgation 2007 (ERP) and Essential National Industries (Employment) Decree 2011 (ENI).
Prior to 2007, the main legislation were: Employment Act (Cap 92), Trade Disputes Act (Cap 97), Wages Councils Act (Cap 98), Trade Unions Act (Cap 96), Trade Unions (Recognition) Act 1998, Public Holidays Act (Cap 101), Occupational Health and Safety (OHS) at work Act (1996) and Workman’s Compensation Act (Cap 94). All Acts were repealed by ERP (2007) except for OHS Act and Workmen’s Compensation Act. ERP (2007) also seeks to consolidate the twenty four ILO Conventions, and the fundamental rights that were enshrined in the 1997 Constitution. The ERP (2007) is a very detailed legislation and applies to all employers and workplaces in Fiji except civil services and essential industries.

In 2011, the Essential National Industries (ENI) Decree was enacted. Four industries that came under the ENI Decree (2011) are: Financial Industry, Telecommunications Industry, Civil Aviation Industry and Public Utilities Industry. The ENI Decree (2011) governs the employment relations between workers and employers in essential national industries in Fiji. Under the ENI Decree (2011) there is no room for trade unions and trade union representatives were replaced by Bargaining Units members. This Supervised Research Project examines the employment relations and dispute resolution system at TFL under ERP (2007) and ENI Decree (2011).

3.7 Conclusion

This chapter has discussed the definitions of industrial relations, human resources management, employment relations, and provides the literature review and theoretical framework. Firstly, it has discussed the definition of industrial relations, human relations management and employment relations. Secondly, it discussed and outlined the difference between industrial relations and human resources management. Thirdly, it provides the literature review. Fourthly, it discussed and compared theories of employment relations. Finally, this chapter discussed the importance of employment legislation and provides the history of employment relations in Fiji.

The next chapter will look at the background of Telecom Fiji Limited (TFL), the employment relations processes involved and the dispute solving mechanisms available under the current two pieces of legislation.
CHAPTER 4: EMPLOYMENT RELATIONS IN TELECOM FIJI LIMITED

4.0 Introduction

This chapter provides an overview of Telecom Fiji Limited (TFL)\textsuperscript{3} and discusses the employment relations in the organisation. Firstly, this chapter will provide an overview of TFL and discuss the restructure at TFL. Secondly, it will discuss the organisation structure of TFL. Thirdly, it will examine the employment relations practices at TFL by focusing on the parties involved and briefly discuss the terms and conditions of employment under Essential National Industries (ENI) Decree (2011). Fourthly, this chapter will discuss and compare the two main legislation (Employment Relations Promulgation (ERP) (2007) and Essential National Industries (ENI) Decree (2011) that governs employment relations in TFL and steps of dispute settlement machinery. Finally, it will discuss the terms and conditions of employment under the old\textsuperscript{4} and the new\textsuperscript{5} manual that was implemented in 2013 to comply with the requirement by the ENI Decree (2011).

4.1 An Overview of Telecom Fiji Limited

TFL provides and operates telecommunication services in Fiji under the provisions of the Post and Telecommunications Decree 1989 (TFL website www.telecomfiji.com.fj, 2014). TFL provides local and national telephone services and owns the public switched telephone network in Fiji. The company offers data services, private leased lines, switched digital data circuits, information processing, maritime telecommunications, and emergency services. It also provides residential and business services, including national toll free, auto wake-up call, bill check, call minder, Integrated Services Digital Network (ISDN), information line, international calling, local calls, VSAT\textsuperscript{6} service, trunk calls, quick dial, voice bank, digital data, and teleconferencing services. TFL operates as a subsidiary of Amalgamated Telecom Holdings Limited (ATH) which was established in 1998 to consolidate all

\textsuperscript{3}Hereafter Telecom Fiji Limited will be referred as TFL.
\textsuperscript{4}The old FPTL’s Corporate Instructions Manual I & II (Terms and Conditions of Employment for salaried and unestablished workers) have been in existence since 1\textsuperscript{st} January 1990.
\textsuperscript{5}This employment manual was implemented due to the requirement under the ENI Decree in 2011.
\textsuperscript{6}A very small aperture terminal (VSAT) is a two-way satellite ground station or a stabilized maritime VSAT antenna with a dish antenna that is shorter than 3 meters.
telecommunications companies into one company. As stated in the ATH Annual Report 2014, TFL continues to provide the voice communication solutions and Private Automatic Branch Exchange (PABX) systems for various government departments including the Ministry of Finance, Health, and Fiji Police Force.

Prior to 1st July 1996, Post Fiji Limited and Telecom Fiji Limited were jointly operated as department of Fiji Post and Telecommunications Limited (FPTL). In 1990, due to the new economic policies as part of the reform process by the Fiji government, FPTL was separated into two separate government corporations and registered as a private limited liability company.

4.2 Restructure at Telecom Fiji Ltd

In 1990 the restructure program began within Post and Telecommunication Department of the government. In the same year, in 1990 the department was transformed to Fiji Post and Telecommunication Limited (FPTL). When this review of the company structure was carried out in 1990, recommendations for further structural adjustments were made. A revised structure was implemented in 1991 (Karan, 2010).

In 1996, the two departments were further split into Post Fiji Limited and Telecom Fiji Limited (FPTEA Annual Report 1996). During the restructuring of the telecommunications industry, the workers and their unions were not consulted (interview, Treasurer of FPTEA, October, 2014). He stated that due to this, there was a lot of industrial conflict and misunderstanding among the stakeholders, the union, management and workers which cost the company millions of dollars.

In 2005, the company declared a major redundancy (interview, Treasurer of FPTEA, October, 2014). The company mentioned that the redundancy was voluntary and anyone who wanted to retain their job at TFL could do so and those who wanted to leave voluntarily could do so by accepting the voluntary redundancy package.

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8 Treasurer of Fiji Post and Telecommunication Employees Association (FPTEA) and currently working for Post Fiji Limited.
(interview, Treasurer of FPTEA, October, 2014). He stated that the union officials advised workers against accepting the package.

The Treasurer of FPTEA further stated that the FPTEA union was not able to negotiate for better redundancy packages because most members had accepted the package given by management. He further mentioned that the union officials fought against this and advised workers not to accept the package but many workers chose to ignore the union advice and opted to accept the package offered. Between January and July 2005 over 400 workers had left TFL (interview, Treasurer of FPTEA, October, 2014). In 2010 another restructure program was carried out and more than 100 workers took voluntary redundancy (interview, Treasurer of FPTEA, October, 2014). Due to voluntary redundancy at TFL, FPTEA union membership suffered a huge drop during 2005 – 2013 (FPTEA Annual Report 2013).

On Friday 24th January 2014, about 150 workers have been affected by a restructure programme being undertaken by TFL (Fiji Broadcasting Corporation (FBC)\(^9\)). The statement obtained from ATH stated that the redundancy exercise was part of a cost cutting measure and structural rationalization programme. It further stated that this is part of the ATH group initiative to ensure its subsidiaries like TFL respond effectively and remained competitive. The management reported the news bulletin that they had kept the workers updated of the business results, and the future direction of the company. It also stated that workers affected by the changes include those who have retired at the age of 55.

### 4.3 Organisation Structure of TFL

The organisational structure is comprised of Board of Directors at the helm, appointed by the Minister for Public Enterprise and Public Sector Reform and with the Chief Executive Officer as the main decision maker. In addition, there are six General Managers, namely the General Manager Business Sales, Retail and Connect, General Manager Change, General Manager Engineering, General Manager...
Information Technology, General Manager Human Resources, and General Manager Finance (Chief Finance Officer) (ATH Annual Report, 2013). Under each General Manager respective managers, team leaders, supervisors, clerical and technical workers that make up the rest of the workforce (Interview, HR Officer, July 2014).

The company has Strategic Business Units, which have been in operation since 1st July 1996. A Strategic Business Unit is operationalised through a functional structure whereby the channel of command and authority is shared between the Administrative Head (Functional) and the Business Head (Product).

4.3.1 TFL Workforce: 2005-2014

Table 4.1 Total TFL Workforce (All Divisions)

<table>
<thead>
<tr>
<th>Year</th>
<th>2005</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>% declined (from 2005-2014)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>923</td>
<td>800</td>
<td>733</td>
<td>621</td>
<td>583</td>
<td>459</td>
<td>50</td>
</tr>
</tbody>
</table>


Table 4.1 shows that there has been a major decline in total workforce from 2005 to 2014. The total numbers of workers in 2005 were 923 but by 2014 it declined to 459. Additionally, the greener pastures in overseas, new innovative technology and better job opportunities in other competitive organisations had also contributed to the declining workforce in TFL. The total decline in workforce from 2005 to 2014 was approximately 50 percent.

4.4 The Three Parties to Employment Relations

4.4.1 The State

The state plays a vital role in providing employment laws and regulations that govern and guide the workers and employers during the workplace engagement. For example, the ERP was introduced in 2007 and ENI Decree in 2011 and these are current employment legislation that governs employment in Fiji. Both the legislation clearly outlines the type of mechanisms and procedures to be used during the employment disputes. It also provides the role of government during dispute resolution process. The Ministry of Labour and Industrial Relations, for instance,
provides services such as Mediation, the Employment Relations Tribunal and the Labour Court.

4.4.2 The Management of TFL

The TFL management previously recognized the FPTEA unions that represented the interests of its members since that was the requirement under ERP (2007). However, management tried their best to control workers not to join the union but was unsuccessful. One of the requirements under ERP (2007) is to set up a Labour Management Consultative Committee (LMCC) to look after the workers welfare and carry out good faith bargaining as stated in ERP (2007) but TFL never set up a LMCC.

4.4.3 Employee Representative in TFL

Fiji Post and Telecommunication Employees Association (FPTEA) was formed and registered in 1991 under the old Trade Union Act, Cap 96 and since then has been fighting for the rights of the workers of TFL. The restructuring and changes generated a lot of disagreement and worker resistance that led to many industrial disputes and some even ended up in strikes.

FPTEA continued to provide its services to their members even after the introduction of ERP (2007) through collective bargaining on all employment relations matters. ERP (2007) provided rights for the unions to represent their members during any industrial disputes and are covered in the collective agreements. It had negotiated with the management on various employment issues (pay increase, overtime bonus etc.) and the workers of TFL had benefited in the past.

After the introduction of ENI Decree (2011) the situation totally changed as the union was shut out and denied the access to meet its members (Interview with general secretary of FPTEA, July 2014). The ENI Decree (2011) grants management of TFL to make employment decisions for its workers and it supersedes any prior collective agreement.
According to a FPTEA union official (Interview with general secretary of FPTEA, July 2014), when ERP (2007) was introduced TFL management tried their best not to recognize the collective agreement that had been signed between the FPTEA union and TFL. Despite all these obstacles, FPTEA continued to fight for workers’ rights with TFL management to settle any grievances raised by workers. Under ERP 2007 the workers still had full right to join the union at TFL. The Union official also mentioned that the ENI Decree (2011) has seriously violated the rights of the union and their members’ rights at TFL which is a clear violation of ILO conventions 87 and 98. The political and legal environment is not conducive to trade unions.

Data collected from FPTEA office shows that the union membership for TFL was around 523 in 2009 but it decreased substantially to 399 after the introduction of ENI Decree in 2011 when the union officials were not allowed to have access to the company. The other reason for the decline in union membership was redundancy and high turnover. The total workforce in 2011 was 733.

Table 4.2 Trade Union Membership numbers from Year 2005 to 2014

<table>
<thead>
<tr>
<th>Year</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>824</td>
<td>774</td>
<td>729</td>
<td>697</td>
<td>523</td>
<td>578</td>
<td>399</td>
<td>342</td>
<td>291</td>
<td>261</td>
</tr>
</tbody>
</table>

Table 4.2 shows the trade union membership for the last 10 years from 2005 to 2014.

Figure 4.1 The Union Membership Trend of TFL Workers.
Figure 4.1 shows a huge decline in trade union membership over the 10 year period. In year 2005 the total membership was 824 and 2014 it was 261, a decline of 76% union membership for TFL workers.

4.5 TFL Bargaining Unit

The Bargaining Unit (BU) was formed in 2013 as a requirement of the ENI Decree (2011). The BU at TFL consists of six worker representatives. The appointments are done through election via secret ballot amongst TFL workers. The elections of representatives of workers in a BU is conducted and supervised by the Registrar for Trade Unions following consultation with the PM\textsuperscript{10}.

The Management representatives of the TFL who are involved in solving disputes with BU consist of the General Manager Information Technology, the General Manager Engineering Services, the General Manager Finance (Chief Finance officer), the General Manager Human Resources and two regional Managers.

The BU is required to meet every quarter of the year. All employment issues and grievances of workers are forwarded to the secretary of the BU and likewise if there are some management issues that concern workers, it is placed before the BU to decide on.

4.6 Terms and Conditions of Employment (TCE) at TFL under the ENI Decree (2011)

The introduction of the ENI Decree (2011) necessitated the creation of a new Terms and Conditions of Employment manual. Following a series of discussion between BU and management, the TFL implemented a new Terms and Conditions of Employment (TCE)\textsuperscript{11} Manual. This TCE Manual was implemented on 18\textsuperscript{th} October 2013 after it was endorsed by the Chief Executive Officer and President of TFL BU (TFL TCE Manual, 2013).

\textsuperscript{10}Prime Minister is the minister responsible for dealing with issues that arise in industries that are declared as Essential.

\textsuperscript{11}The new Terms & Conditions of Employment (TCE) repeal the old FPTL’s Corporate Instructions Manual I & II (Terms and Conditions of Employment for salaried and unestablished workers) that have been in existence since 1\textsuperscript{st} January 1990.
The current TCE was amended to be aligned with ENI Decree (2011). These Terms and Conditions of Employment replaced the old TFL Corporate Instructions Manual I and II. It took into consideration of TFL’s old Terms and Conditions of Employment I for unestablished and II for established workers, statutory provisions pursuant to the Essential National Industries Decree of (2011), Employment Relations Promulgation (2007), Crimes Decree (2009), Fiji National Provident Fund Decree (2011) and the Fiji Independent Commission against Corruption Promulgation (2007) and all related amendments. Any breach of these TCE by worker will face the disciplinary action against them. Any dispute arising out of the revised terms and conditions of employment will be dealt between management and BU with using provisions provided under the ENI Decree (2011) on dispute resolutions and articulated under section 57 (TFL TCE Manual, 2013).

TFL TCE provides the following roles and responsibilities to management and workers and BU. Firstly, the management’s responsibility is to plan, direct and control operations including the size of the work force, the working hours, methods, standards and the manner of working in any department provided that no actions taken is inconsistent with the TCE manual. Secondly, it includes roles and responsibilities of BU to keep the TFL management informed of the names of the officials representing the workers. Thirdly, it outlines the job security and functions provided by TFL. Fourthly, it states that the company will not discriminate against the worker because of membership or activity on behalf of the BU. The BU officials are free to express their views without fear in relation to employment issues with management. Fifthly, it states that the TFL management agrees that authorized BU delegates will be granted leave of absence from duty to attend to matters affecting workers, provided sufficient notice is given and that the leave can be arranged without affecting TFL’s services to the public. The six delegates of BU may attend negotiations without loss of salary. Sixthly, the company will provide notice board space for the posting of material necessary for the conduct of BU affairs to be viewed by all workers. Seventhly, the company will allow the President of BU and other appointed representatives to be entitled to perform their duties as BU representative during working hours, with prior consent of the General Manager Human Resources.
4.6.1 Re-Negotiation of Collective Agreement for Financial Distress

The current TFL’s TCE manual highlights room for management to re-negotiate the collective agreements due to financial distress. Indeed, the manual gives the TFL management the right to change any of its existing agreements and policies as per ENI Decree (2011).

The manual highlights that TFL management has to notify BU representatives of any operating losses no later than thirty days and will meet with all representatives of BU within ten days from date of notice to discuss and agree upon a date to commence negotiations for amended agreement (TFL TCE Manual, page 6, 2013).

If BU and the management are unable to reach an agreement on a new or amended agreement with sixty days after the initial date of negotiations, the company’s proposal for a new or amended agreement will be submitted to the Prime Minister (PM) for review (TFL TCE Manual, page 6, 2013). Upon receipt of the company’s proposal, following consultation with the Minister for Industry and Trade, PM will evaluate whether the company’s proposal for a new or amended agreement will assist the company in returning to profitability or sustainability in the future. After the evaluation of the company’s proposal, the PM, Minister for Industry and Trade, and the Minister for Labour, Industrial Relations and Employment will make a decision on the terms and conditions of an amended agreement, which will be final and binding for all parties (TFL TCE Manual page 7, 2013). The duration of a collective agreement will be binding for five years unless the parties subsequently agree to an alternative duration (TFL TCE Manual, page 7, 2013).

4.7 Comparison of the Provisions of the two Pieces of Legislation and the Dispute Solving Machinery Available at TFL

The ENI Decree (2011) has ushered in dramatic changes in the employment relations at TFL since 2011. The two laws by government, the ERP (2007) and the ENI Decree (2011) have made vast changes in the way employment relations matters are handled at TFL. The provisions of the two pieces of legislation and the dispute solving machinery are presented in table 4.3.
Table 4.3  Comparison of Employment Relations and Employment Dispute Resolution Process under ERP (2007) and ENI Decree (2011)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purpose</strong></td>
<td>Creates a bi-partite forum for meaningful consultation and cooperation between employers and workers representatives.</td>
<td>Ensures the essential industries restore the viability and sustainability to the economy.</td>
</tr>
<tr>
<td><strong>In-house worker representative and consultation</strong></td>
<td>Part 3, section 9 (4) outlines the formation of the Labour - Management Consultation and Cooperation (LMCC) Committee(^{12}) to solve all employment matters internally. Formation of LMCC is compulsory under ERP (2007).</td>
<td>Part 3, section 9 outlines the formation of the Bargaining Unit(^{13}) (BU) to solve all employment relations grievances internally. Formation of BU is compulsory under ENI Decree (2011).</td>
</tr>
<tr>
<td><strong>Composition</strong></td>
<td>LMCC must be comprised of equal numbers of worker and employer representatives, including workers within the organisation who are members of any trade union. Committee should not be less than 6 members. The committee is not required to be registered with Ministry of Labour.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Composition</strong></td>
<td><strong>Composition</strong></td>
</tr>
<tr>
<td></td>
<td>LMCC must be comprised of equal numbers of worker and employer representatives, including workers within the organisation who are members of any trade union. Committee should not be less than 6 members. The committee is not required to be registered with Ministry of Labour.</td>
<td>For the formation of BU, potential or existing worker representative needs to apply to the Prime Minister(^{14}) (PM) to be elected as a representative of BU. The PM, after consultation with the Minister for Industry and Trade will determine the composition and scope of BU. Normally, BU is comprised of 6 members. The PM will obtain the information from the employer.</td>
</tr>
</tbody>
</table>

\(^{12}\)The Labour-Management Consultation and Cooperation (LMCC) Committee is the forum within the organisation where information can be exchanged and where views and advice on workplace issues can be obtained, with the dual aim to promote good faith employment relations and improve productivity.

\(^{13}\)Bargaining Unit (BU) can be formed in company with at least 75 workers employed by the same employer who perform similar types of work for the employer.

\(^{14}\)Under ENI Decree (2011) Minister means Prime Minister.
<table>
<thead>
<tr>
<th><strong>Determination of members</strong></th>
<th><strong>Trade union membership</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The employer and the workers are responsible for selecting their own representatives to the Committee.</td>
<td>ERP (2007) recognizes the trade unions to represent workers as stated in Part 2, section 6 (2) on fundamental rights of workers.</td>
</tr>
<tr>
<td></td>
<td>Representative of workers (union) includes a person authorised or recognized to represent its members, whether as a worker or from outside the corporation. The workers have the right to join the union of their choice.</td>
</tr>
<tr>
<td></td>
<td>Unions are allowed to assist the workers.</td>
</tr>
<tr>
<td><strong>Determination of members</strong></td>
<td><strong>ENI Decree (2011)</strong> does not recognize the trade union membership for workers as stated in Part 2, section 6 and 7 of ENI Decree (2011).</td>
</tr>
<tr>
<td></td>
<td>BU must at all times be the workers of the same organisation which they represent. BU consists of workers only and not management reps.</td>
</tr>
<tr>
<td></td>
<td>No unions are allowed to interfere or assist any workers in any employment related issues or process.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Provision for collective bargaining (CB)</strong></th>
<th><strong>Part 16, section 148 outlines the collective bargaining processes. It provides provisions for the following:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- bargaining where there is no collective agreement;</td>
</tr>
<tr>
<td></td>
<td>- bargaining for new collective agreement;</td>
</tr>
<tr>
<td></td>
<td>- bargaining for the variation of collective agreement;</td>
</tr>
<tr>
<td></td>
<td>- bargaining for collective agreements with expiry dates.</td>
</tr>
<tr>
<td></td>
<td>CB takes place between TU and management.</td>
</tr>
<tr>
<td><strong>Part 4, section 19 outlines the collective bargaining process.</strong></td>
<td>It states that for negotiation of a new collective agreement or amendment, an employer has a duty to recognize and engage with the registered (BU) for the purpose of bargaining and entering into a collective agreement, continuation of any existing agreement, or amendment of an existing collective agreement.</td>
</tr>
<tr>
<td></td>
<td>CB takes place between BU and management.</td>
</tr>
</tbody>
</table>
| **Good faith bargaining** | Part 16, section 148-152 promotes good faith bargaining between union and an employer for a collective agreement. The objective of the Part 16, section 148 above are:  
- to provide the core requirements of the duty of good faith in relations to collective bargaining;  
- to provide a code of good faith to assist the parties to understand what good faith means in collective agreement;  
- to recognize the view of parties to collective bargaining to establish good faith; and  
- promote organized collective agreement.  
The duty of good faith requires a union and an employer to bargain for collective agreement. |
| **Employment dispute resolution process** | Part 4, section 20 promotes the principle of good faith (same as ERP) to all negotiations and interactions between the employer and BU.  
The duty of good faith requires a BU and an employer to bargain for collective agreement.  
ERP (2007) states that all collective agreement must contain procedures for settling any grievances.  
Under ERP (2007) all employment issues raised within a firm are referred as ‘grievances’. If it is not resolved internally and requires the third party involvement it is regarded as |
|  | ENI states that all collective agreement negotiated must include a process for the resolution of disputes over discipline and discharge and the interpretation or application of that collective agreement.  
Under ENI Decree (2011) all employment issues raised are regarded as ‘dispute’ and not as grievances which needs to be solved internally only. |

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15This CB under ENI Decree (2011) is different from the CB under ERP (2007).
employment dispute. Under ERP (2007) FPTEA were allowed
to bargain for terms on conditions of employment for TFL
workers.

All internal processes and procedures must be exhausted
before the 3rd party’s assistance is required, such as Mediations
Services, Employment Relations Tribunal (ERT), Employment
Relations Court (ERC), Court of Appeal and Supreme Court.

<table>
<thead>
<tr>
<th>Strikes and lockouts</th>
</tr>
</thead>
</table>
| Part 18, section 175 states that no strikes shall take place
  without providing a notice of secret ballot to the Register of
  trade union. ERP (2007) ensures that where a strike or lockout
  is threatened in essential services, there is an opportunity for
  mediated solutions to the problems as outlined in Part 19 of
  ERP (2007) for protection of essential services.

Section 176 states that lockout shall not take place unless the
employer gives 28 days written notice to the Permanent
Secretary of Ministry of Labour and the respective trade
unions. |

| All employment disputes must be solved cordially internally
  by the BU or employer’s designated Internal Reviewer. Only
  disputes involving an issue of over $5 million in value in one
  year will be referred to the PM for a final and binding
determination only if unresolved internally. No other 3rd
  party interference is allowed such as Mediation Services, or
  any other institutions that are mentioned in the ERP (2007). |

| Part 5, section 27 states that job actions, strikes, sick outs,
  slowdowns or any other financially or operationally harmful
  activities are prohibited. Only in the case that the parties
  have not agreed upon a new or successor collective
  agreement, the BU (through a secret ballot verified by the
  PM) may go on strike. |

No lockout should occur unless 28 days prior written notice
of lockout is provided to the PM and to the employer or the
representative of the BU and the prior written approval of
the PM must be obtained before any strike or lockout. |
### Employment relations institutions

The following institutions were established to support successful employment relationships and the obligations of good faith:

- **Mediation services** (provided by the Ministry of Labour established as Mediation Unit).

- **Employment Relations Tribunal** (appointments done by the Judicial Services commission) consists of legal practitioner as the Chief Tribunal and may be other 2 members nominated by Minister of Labour.

- **Employment Relations Court (Division of High Court)** consisting of not more than 3 judges.

- **Court of Appeal** – the last step for dispute resolution.

<table>
<thead>
<tr>
<th></th>
<th>No institution is allowed or set up for any dispute settlement except the BU or Internal Reviewer nominated by employer agreed by BU. The Internal Reviewer is only allowed if the other internal procedures are exhausted whose decision will be final and binding.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Only disputes over F$5 million in value in one year will be referred to the PM if Internal Reviewer is not able to make decision.</td>
</tr>
<tr>
<td></td>
<td>There is no appeal system under ENI Decree (2011).</td>
</tr>
</tbody>
</table>

Source: Adapted from ERP (2007) and ENI Decree (2011), created by author 2015.
4.7.1 Similarities and Differences of Dispute Solving Machinery under ERP (2007) and ENI Decree (2011)

There are a number of similarities and differences between ERP (2007) and ENI Decree (2011).

The first similarity is that both pieces of legislation promote the principles of good faith bargaining to all negotiations and interactions between the employer and the workers’ representative. Secondly, under both ERP (2007) and ENI Decree (2011), employment disputes are first to be solved internally but the difference is that under ENI Decree (2011), there is no room for 3rd party intervention like mediation services, ERT or labour court which is provided under ERP (2007). Thirdly, both pieces of legislation restrict strikes and lockouts. Both pieces of legislation state that strikes and lockout should not take place unless 28 days prior written notice is provided by employer or worker representative.

There are five main difference identified under ERP (2007) and ENI Decree (2011). Firstly, ERP (2007) covers all industries and provides a bi-partite forum which recognizes trade unions to represent workers whereas ENI Decree (2011) covers only essential industries and workers are prohibited from joining outside unions. Additionally, ERP (2007) allows trade unions legal right to access to workplaces, which is not provided by ENI Decree (2011) under which unions have no access to workplace or any interference with workers employment issues in the designated essential industries. Secondly, ERP (2007) allows workers to join outside unions whereas ENI Decree (2011) does not allow workers to join any union except the BU, consisting of workers who are workers’ of the same organisation to represent other workers. Thirdly, under the ERP (2007), CB takes place between TU and management where the decision is mostly fair for both parties whereas under ENI Decree (2011) CB takes place between BU and management and management has more prerogatives in any decision over BU. Fourthly, under ERP (2007) any employment issue that is at the organisation level is referred as a ‘grievance’ and when there is a third party involvement it is referred as ‘dispute’ whereas under ENI Decree (2011) all employment issues raised are regarded as ‘dispute’. Lastly, under
ERP (2007), LMCC institution was established to support good faith employment relationships whereas under ENI Decree (2011) there is no LMCC.

Apart from the above mentioned similarities and differences, a lot of provisions regarding employment relations are mentioned in the ERP (2007) that are not outlined or captured in the ENI Decree (2011), for example Equal Employment Opportunities, Leave Entitlements, Minimum Wage Rates, Maternity Leave and Redundancy. As per the interview with secretariat of Fiji Commerce and Employers Federation (FCEF), ENI Decree (2011) does not provide clear guidelines in conducting healthy employment relationships between the employer and worker, which creates a lot of confusion and ill-filling. The comparison of grievances and dispute resolution mechanisms at TFL under the ERP (2007) and the ENI Decree (2011) are presented in table 4.4.
Table 4.4 Comparison of Grievances/Dispute Resolution Mechanisms at TFL under the ERP (2007) and the ENI Decree (2011).

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td><strong>Internal procedures</strong>&lt;br&gt;Grievances/dispute procedures are provided in the collective agreement between FPTEA and management.&lt;br&gt;&lt;br&gt;Individual worker has to follow the upward channel of communication when raising any grievances as outlined in the collective agreement. In TFL no LMCC was formed to solve grievances internally as required by ERP (2007).&lt;br&gt;&lt;br&gt;Where a grievance is resolved the parties endorse the settlement, which will be final and binding.&lt;br&gt;&lt;br&gt;If the issues are not resolved internally and there is a deadlock in their negotiations then the case is referred to Ministry of Labour for Mediation Services.</td>
<td><strong>Internal procedures</strong>&lt;br&gt;Dispute procedures are provided in the collective agreement between BU and management.&lt;br&gt;&lt;br&gt;Individual worker has to follow the upward channel of communication when raising any disputes as stated in the terms and conditions of employment. 16&lt;br&gt;&lt;br&gt;An aggrieved worker submits his/her issues to the Team Leader. The Team Leader will try to solve the problem within two working days.&lt;br&gt;&lt;br&gt;Where a dispute is resolved, the parties endorse the settlement, which will be final and binding.&lt;br&gt;&lt;br&gt;If no decision is made within two working days by the Team Leader or the aggrieved worker is not satisfied with the decision of Team Leader then the matter is referred to Manager.</td>
</tr>
<tr>
<td>Step 2</td>
<td><strong>Mediation (Third party intervention)</strong>&lt;br&gt;If the issues are unresolved internally, either party can</td>
<td><strong>Manager (Internal)</strong>&lt;br&gt;If issues are unresolved by Team Leader then the dispute will be</td>
</tr>
</tbody>
</table>

16 Terms and Conditions of Employment is a collective agreement signed by CEO and President of TFL Bargaining Unit. This document repeals the FPTL’s Corporate Instruction Manual I and II that was used before the introduction of ENI Decree (2007).
register a dispute with the Ministry of Labour for mediation. A series of meetings between parties and mediator is conducted to find an amicable solution acceptable to both parties. Mediator develops some alternative solutions to the dispute.

If no decision is made, the dispute is referred to Employment Relations Tribunal (ERT) by either party.

<table>
<thead>
<tr>
<th>Step 3</th>
<th>Employment Relations Tribunal</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the dispute is not solved at mediation level then the dispute is referred to ERT. The ERT will make a decision, which is binding for both parties.</td>
<td></td>
</tr>
<tr>
<td>If the parties do not agree to the rulings of the Employment Relations Tribunal (ERT), they have the right to take their case to Employment Relations Court (ERC)/Labour Court.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General Manager and BU (Internal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the dispute is unresolved by the manager, then the dispute is referred to GM of the division. The GM of the division will make every effort to settle the dispute by consulting with other managers within five working days.</td>
</tr>
<tr>
<td>If not solved or worker not satisfied with decision made by the GM, the worker refers the disputes to Chief Executive Officer (CEO).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step 4</th>
<th>The Employment Relations Court/ Labour Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>ERC/Labour Court (which operates at High Court) will make a binding decision on the dispute.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Executive Officer (Internal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the issues are unresolved by GM, the dispute is referred to the CEO. The CEO will discuss with GM Human Resources and President of the BU before making a decision within seven working days.</td>
</tr>
</tbody>
</table>
If the dispute is still unresolved, it is referred Court of Appeal (CA).

<table>
<thead>
<tr>
<th>Step 5</th>
<th>Court of Appeal</th>
<th>Internal Reviewer (Internal)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The decision of the ERC can be appealed if the parties still do not agree. It is then referred to Supreme Court (SC).</td>
<td>If the aggrieved worker or the TFL BU is not satisfied with the decision of the CEO, then they refer to the Internal Reviewer. The Internal Reviewer will make a final and binding decision within 14 days. After this, if the dispute is less than F$5 million in value, then there are no more steps to solve the dispute. This is the final step of solving a dispute. Only in cases where the dispute is more than F$5 million in value are referred to the PM.</td>
</tr>
</tbody>
</table>

If the dispute is still unresolved then it is referred to Internal Reviewer\(^\text{17}\).  

<table>
<thead>
<tr>
<th>Step 6</th>
<th>Supreme Court</th>
<th>Prime Minister (Third party)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supreme Court (SC) is the last resort to solve any dispute. So its verdicts are final and binding.</td>
<td>In the instances of disputes over F$5 million in value (in one year) the dispute is referred to the PM for final and binding determination.</td>
</tr>
</tbody>
</table>


\(^{17}\) Internal Reviewer is a person who is appointed by TFL management and agreed by TFL Bargaining Unit.
4.7.2 Similarities and Differences for Solving Disputes System under ERP (2007) and ENI Decree (2011) at TFL

Table 4.4 outlines the various steps to solve employment grievances/disputes under the ERP (2007) and the ENI Decree (2011). There are some similarities and differences in disputes solving machinery.

The only similarity is that both pieces of legislation require all employment issues to be solved internally (that is within the firm level).

The differences in dispute solving machinery under ERP (2007) and ENI Decree (2011) are as follows: Firstly, under ERP (2007), either the individual worker or the TU could submit their grievances and negotiate with TFL management whereas under ENI Decree (2011) only individual workers can submit their dispute and not a TU, as TU is no longer representing the workers. Secondly, under ERP (2007) various Ministry of Labour institutions exist to resolve disputes, whereas under ENI Decree (2011) there is no third party intervention provided to solve a dispute except for disputes over $5 million, which is referred to the PM for a decision. Thirdly, under ERP (2007) there is an appeal system provided whereas under ENI Decree (2011) there is no provision for appeal system for unresolved disputes; they stop at the Internal Reviewer level.


Employment terms and conditions cover processes and procedures including the rights and obligations within the employer-employee relationship. Because of the complexity of employment relationships, a number of situations can arise, including employment issues such as recruitment and selection process, job termination, retirement age, normal hours of work, overtime, leave conditions, training and development and other employment conditions.

In TFL after ENI Decree (2011), some adjustments have been made to the employment relations procedures to align them with ENI Decree (2011). The TFL management decides the terms and conditions of service to the workers in writing,
outlining the position, basic salary, increments, promotions and fringe benefits and others. Such conditions are binding between the TFL and the workers.

4.8.1 Recruitment and Selection Process

Healthy employment relationships begin with a good recruitment process that ensures the workers have clear knowledge about the role, working conditions and employment rights at the workplace. At TFL in order to maintain the trust of the workers, no changes have been made to the recruitment and selection process and it still remains the same as in the old FPTL’s Corporate Instructions Manual. Both old and new manual states that TFL supports equal employment opportunities for its workers.

When positions are vacant either through retirement, resignation, migration, promotions and any other means, the normal recruitment process and procedures are followed. All vacancies are advertised online and via newspapers and required to be filled within six months of becoming vacant. The recruitment activities are planned to ensure an efficient and professional process is conducted. For the selection process, the company selects the most suitable candidate who meets the minimum qualification requirements for the vacant post. No worker will be appointed to his/her appointment unless the worker is certified as both physically and mentally fit for employment by a private medical practitioner nominated by the company and having a clean police record (TFL TCE Manual, 2013). All workers are issued with a Certificate of Service on request at the time of leaving the company (TFL TCE Manual 2013).

All new workers are appointed on probation for a period of 6 months during which the worker will be given encouragement and assistance by his/her immediate Team Leader. The confirmation of appointment is at the discretion of the TFL management and subject to the satisfactory performance report from their Team Leaders (TFL TCE Manual, 2013).

\[18\] Old FPTL’s Corporate Instructions Manual I & II (Terms and Conditions of Employment for salaried and unestablished staff who has been in existence since 1st January 1990.
4.8.2 Job Termination at TFL

The TFL TEC states the appointment of worker may be terminated by the company by giving one month’s notice in writing or payment of one month’s basic salary in lieu of such notice or unless expressed otherwise in the worker’s employment contract. The company will have the discretion to terminate the appointment of any worker if it is in the company’s or national interest and the company needs to pay one month’s remuneration in lieu of such notice.

The new TCE Manual fails to include the resignation notice period for the workers (TFL TCE Manual, 2013), whereas the old FPTL’s Corporate Instructions Manual included the resignation notice period of the workers.

4.8.3 Retirement Age at TFL

The retirement age of workers was 60 years under the old FPTL’s Corporate Instructions Manual but under the new TFL TCE it is 55 years. In part 3, section 22 of TCE of TFL states that unless it is in the employment contract, a worker will retire at the age of 55 years. However, the workers can only be retained at the discretion of the TFL management, on a temporary appointment on a year to year basis subject to the manpower needs of the TFL and the ability of the worker to contribute effectively for TFL. No worker is allowed to be employed after reaching the age of 60 years (TFL TCE Manual, 2013).

4.8.4 General Hours of Work

The Part 2 of TFL TCE 2013 manual on provisions relating to hours of work, remuneration and allowances outlines the general hours of work from time to time. The general hours of work remained the same in both manuals. In the old FPTL’s Corporate Instructions manual, the working hours were 37 hours in a week. The TFL management, in consultation with the BU changes the hours of work of any worker, where necessary to improve its service to the customers. TFL management will provide at least 30 days’ notice to BU of such changes. The normal working hours for a week per shift for a worker should not exceed 37 hours in one week. The roster needs to be on a four (4) week cycle per roster and the standard minimum
break between shifts will not be less than 8 hours. The normal duration of a normal
shift should not be more than 8 hours and except on the fifth consecutive day of
normal shift duration, when it should exceed more than five (5) hours. The workers
will not be rostered to work more than five (5) consecutive days without being
granted his/her days off (TFL TCE Manual, 2013).

4.8.5 Overtime Payment

The old FPTL’s Corporate Instructions manual states that all approved hours of
overtime worked beyond the normal hours will be compensated. The new TFL TCE
manual states that no worker of TFL will be entitled to any overtime pay for
overtime work performed on Saturdays, Sundays or public holidays, unless otherwise
mutually agreed upon by TFL and the representative of BU. The rate for overtime
payment remains the same as under the old manual.

4.8.6 Leave Conditions

All leave conditions and processes remained the same in the old FPTL’s Corporate
Instructions manual and the new TFL TCE manual. In the event of resignation,
termination or death of a worker, he or his family is paid full compensation for all
accrued annual and long service leave and related benefits.

A worker is entitled to annual leave on completion of a leave year in one unbroken
period. No workers are to be recalled from annual or long service leave without his
or her written consent or before he/she has enjoyed one continuous week of leave.
The un-utilized leaves are compensated or are allowed to carry forward to the
following leave year. All the leave entitlements\(^{19}\) and processes are the same in the
old TFL Corporate Instruction Manual I and II and the current TCE Manual. All the
inpatient medical expenses of a worker are reimbursed if a worker is medically
examined at a government hospital or health centre (TFL TCE 2013 Manual).

\(^{19}\text{The type of leave entitlement are: annual leave, long service leave, sick leave, outpatient}
\text{sick leave, inpatient sick leave, maternity leave, sporting leave, bereavement leave, and leave}
\text{without pay.}
4.8.7 Training and Development

All the workers are given opportunity for training if it is available locally or overseas, as stated in both the old FPTL’s Corporate Instructions manual and new TFL TCE manual. Based on the nature of the work done at TFL, workers are given relevant training accordingly. Most training is focused on technical workers, both overseas and locally since that is the core business of the TFL. All workers are also encouraged to further their studies. If workers are earmarked to take up the higher position, they are given training and if the requirement is at a strategic level, workers are released to attend any tertiary institution to achieve their degrees and diplomas as per the minimum qualification for their job requirements. A worker who is selected to attend any conference or undertake any attachment or visit will receive full pay for the duration of the course and the time spent on it will not absorb any annual leave or long service leave due to the worker (TFL TCE 2013 Manual).

4.9 Conclusion

This chapter has provided an overview of TFL and discussed the employment relations in the organisation. Firstly, it provided an overview of TFL and discussed the purpose of restructure at TFL. Secondly, it discussed the organisation structure of TFL. Thirdly, it has examined the type of employment relations practices at TFL by focusing on the parties involved and briefly discussed the terms and conditions of employment under ENI Decree (2011). Fourthly, this chapter has discussed and compared the two main pieces of legislation (ERP, 2007) and (ENI Decree, 2011) that govern employment relations in TFL and steps of dispute settlement machinery. Finally, it discussed the terms and conditions of employment under old and new manuals. The next chapter will present and discuss the research findings.
CHAPTER 5: RESEARCH FINDINGS AND DATA ANALYSIS

5.0 Introduction

This chapter presents the research findings. The SPSS software was used to analyse the data. The chapter has three sections. Firstly, the results from TFL workers’ self-administered questionnaires will be analysed to illustrate the workers’ views on employment relations at TFL. Secondly, the results from TFL managers/supervisors’ self-administered questionnaires will be analysed and discussed. Thirdly, it will present the views of TFL human resources manager, TFL bargaining unit officials and FPTEA General Secretary. Finally, this chapter will present the views from the Ministry of Labour and Fiji Commerce of Employers Federation.

5.1 Demographic Data of TFL Workers Surveyed

5.1.1 Geographical Areas and Sample Size of TFL Workers Surveyed

A total of 92 self-administered questionnaires were distributed to the workers of TFL in Southern and Western divisions of Fiji. Out of this, 70 completed questionnaires were received. The researcher also conducted 10 face-to-face interviews using the same questionnaire in Southern and Western divisions of Fiji.

Table 5.1 Geographical Areas of the Study and Sample of TFL Workers Surveyed

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of self-administrative questionnaires received</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suva</td>
<td>60</td>
<td>86</td>
</tr>
<tr>
<td>Lautoka and Nadi</td>
<td>10</td>
<td>14</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.1 shows the sample size of TFL workers who took part in the survey using self-administered questionnaire. In total 86% of the sample is from Suva and 14% is from Lautoka and Nadi.

---

20 For face-to-face interview, 7 were from Suva and 3 were from Lautoka and Nadi. The questionnaires were filled by the researcher during the interview.

21 The researcher was not able to do research in the Northern division of Fiji due to limited funding.
Table 5.2  Qualification Level and Gender of TFL Workers Surveyed

<table>
<thead>
<tr>
<th>Qualification Level</th>
<th>Gender</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Primary</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Secondary</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>Tertiary/Technical</td>
<td>34</td>
<td>26</td>
</tr>
<tr>
<td>Total</td>
<td>40</td>
<td>30</td>
</tr>
</tbody>
</table>

Table 5.2 shows the total number of males and females that participated in this research: 40 males and 30 females took part in self-administered questionnaires. A total of 60 workers had tertiary qualifications, 8 had secondary qualifications and 2 had primary school qualification only.

Table 5.3  Employment Position of Workers Surveyed

<table>
<thead>
<tr>
<th>Position</th>
<th>Admin</th>
<th>Technical</th>
<th>Middle Management</th>
<th>Casual</th>
<th>Operations</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Workers</td>
<td>18</td>
<td>17</td>
<td>13</td>
<td>12</td>
<td>10</td>
<td>70</td>
</tr>
<tr>
<td>Percentage</td>
<td>26</td>
<td>24</td>
<td>19</td>
<td>17</td>
<td>14</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 5.3 shows the employment position of workers surveyed. The majority of the workers surveyed are in administration, technical and middle management. As shown in table 5.3, 26% are in administration support, 24% in technical, 19% are in middle management, 17% are casuals and 14% are in operations.

5.2  TFL Workers’ Views on Employment Relations

Table 5.4  Workers’ Views of their Relationship with Management

<table>
<thead>
<tr>
<th>Relationship with Management</th>
<th>Total</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Good</td>
<td>15</td>
<td>22</td>
</tr>
<tr>
<td>Good</td>
<td>24</td>
<td>34</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>28</td>
<td>40</td>
</tr>
<tr>
<td>Bad</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>Very bad</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>70</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 5.4 shows how the workers felt about their relationship with the management. Out of 70 respondents, 22% of workers indicated that their relationship is very good, 34% good, 40% satisfactory, and 4% bad. No one indicated ‘very bad’ relationship
with the management and the researcher believes that the workers are perhaps hesitant in revealing the right information because they were afraid of being victimised by the management.

Table 5.5  Workers’ Views on Whether ENI Decree (2011) is Good or Bad

<table>
<thead>
<tr>
<th>Views</th>
<th>Number of workers</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Good</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Good</td>
<td>13</td>
<td>19</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>15</td>
<td>23</td>
</tr>
<tr>
<td>Bad</td>
<td>17</td>
<td>26</td>
</tr>
<tr>
<td>Very bad</td>
<td>21</td>
<td>32</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.5 shows the views of workers on the ENI Decree (2011). It reveals that 32% of workers responded that ENI Decree (2011) is very bad, 26% as bad, 23% as satisfactory, 19% as good and only 0% viewed as very good. The table illustrates the majority of workers believe that ENI Decree (2011) is bad for workers. In a subsequent interview one of the examples a worker gave was that the ENI Decree (2011) is bad because it has changed the tenured employment to a contractual basis. He also stated that the ENI Decree (2011) is bad because the retirement age is now changed from 60 years to 55 years (Interview with TFL worker, August 2014).

Table 5.6  Workers’ Level of Knowledge About ENI Decree (2011)

<table>
<thead>
<tr>
<th>Level of knowledge</th>
<th>Number of workers</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Good knowledge</td>
<td>4</td>
<td>5.7</td>
</tr>
<tr>
<td>Adequate knowledge</td>
<td>25</td>
<td>35.7</td>
</tr>
<tr>
<td>Little knowledge</td>
<td>24</td>
<td>34.3</td>
</tr>
<tr>
<td>No knowledge</td>
<td>17</td>
<td>24.3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.6 shows the level of knowledge the workers presumed to have about ENI Decree (2011). Out of the 70 workers who took part in survey, 24.3% have ‘no knowledge’ at all, 34.3% have ‘little knowledge’, 35.7% have ‘adequate knowledge’ and 5.7% have ‘good knowledge’ about ENI Decree (2011).
Table 5.7  Workers’ Views of Whether ENI Decree (2011) had Affected their Working Conditions

<table>
<thead>
<tr>
<th>Workers view</th>
<th>Number of workers</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>40</td>
<td>57</td>
</tr>
<tr>
<td>No</td>
<td>17</td>
<td>24</td>
</tr>
<tr>
<td>No Comment</td>
<td>13</td>
<td>19</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.7 shows the workers’ view of whether ENI Decree (2011) had affected their working conditions and level of satisfaction: 57% of the workers stated that ENI Decree (2011) had affected their working conditions, 20% stated that it did not affect their working conditions and 19% did not wish to comment. However, during face-to-face interview, all 10 workers expressed their opinion that ENI Decree (2011) had affected their working conditions.

Table 5.8  Workers’ Views on their Level of Familiarity with TFL’s Internal Employment Dispute Settlement Machinery and Appeal System

<table>
<thead>
<tr>
<th>Are you Familiar with the available Dispute Settlement Machinery?</th>
<th>Number of Workers</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>No</td>
<td>8</td>
<td>80</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.8 shows the workers’ views on their knowledge of internal employment dispute settlement machinery and appeal system. The majority of the workers stated ‘no’ they are not familiar with dispute settlement machinery. During face-to-face interviews with TFL workers, they stated that only one workshop on dispute settlement machinery and appeals procedures was conducted by HR section in 2008, when ERP (2007) legislation was in force. The workers claimed that there has been no training provided on ENI Decree (2011) since its inception in 2011 and they are not aware of the current TFL’s Internal Employment Dispute Settlement Machinery and Appeal System.
Table 5.9  Workers’ Views on their Level of Satisfaction with the Working Condition of TFL

<table>
<thead>
<tr>
<th>Workers view</th>
<th>Number of workers</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>To great extent</td>
<td>10</td>
<td>14</td>
</tr>
<tr>
<td>To a moderate extent</td>
<td>19</td>
<td>27</td>
</tr>
<tr>
<td>To a very small extent</td>
<td>26</td>
<td>37</td>
</tr>
<tr>
<td>Not at all</td>
<td>15</td>
<td>22</td>
</tr>
<tr>
<td>Total</td>
<td>70</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 5.9 shows the workers views of whether they are satisfied with the working conditions at TFL. Out of the 70 respondents, 14% of the workers surveyed stated to a great extent, 27% to a moderate extent, 37% to a very small extent and 22% stated that they are not satisfied at all. During face-to-face interviews, the majority of the workers revealed that they were not happy with the working condition at TFL.

Table 5.10  Workers’ Entitlement to Overtime During ERP (2007) and After ENI Decree (2011)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of workers</td>
<td>Percent</td>
</tr>
<tr>
<td>Yes</td>
<td>51</td>
<td>73</td>
</tr>
<tr>
<td>No</td>
<td>14</td>
<td>20</td>
</tr>
<tr>
<td>No Comments</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>Total</td>
<td>70</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 5.10 shows the responses from workers on the entitlement to overtime payment during ERP (2007) and after the introduction of ENI Decree (2011). During ERP (2007), 73% of the respondents said that they were entitled to overtime payment, 20% said no entitlement and 7% responded as no comments. After the introduction of ENI Decree (2011), 43% stated that they are entitled for overtime payment, 44% stated they are not entitled for overtime payment and 13% do not wish to comment. As per the face-to-face interviews, the TFL workers mentioned that workers in TFL are not entitled to overtime payment unless they get the prior approval from the management on the reasons for overtime. They also mentioned that in most cases the overtime requests are rejected by the management. Hence the management has been able to cut down on overtime pay after the introduction of the ENI Decree (2011).
Table 5.11 Does Management Consult Workers When Changing Human Resources Policies and Procedures After ENI Decree (2011)

<table>
<thead>
<tr>
<th>Management consults workers</th>
<th>Number of workers</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>25</td>
<td>36</td>
</tr>
<tr>
<td>No</td>
<td>37</td>
<td>53</td>
</tr>
<tr>
<td>No Comments</td>
<td>8</td>
<td>11</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.11 shows that 36% of workers stated yes, the management had consulted the workers, 53% stated no the management did not consult them and 11% preferred to make no comments. However, during the face-to-face interview with workers, they had claimed that the management did not consult them when changing HR policies and procedures and the management just implemented it and the workers had no choice but to accept it.

Table 5.12 Workers’ View on Whether they are Satisfied with the Managerial Decisions?

<table>
<thead>
<tr>
<th>Workers view</th>
<th>Number of Workers</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>To great extent</td>
<td>8</td>
<td>12</td>
</tr>
<tr>
<td>To a moderate extent</td>
<td>22</td>
<td>31</td>
</tr>
<tr>
<td>To a very small extent</td>
<td>19</td>
<td>27</td>
</tr>
<tr>
<td>Not at all</td>
<td>21</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.12 shows the workers’ views about their satisfaction with management decisions. Merely 12% of workers indicated a great extent, 31% indicated a moderate extent, 27% a very small extent and 30% indicated that they are not satisfied at all.

Table 5.13 Workers’ Perception of having Experienced any Conflict Within TFL

<table>
<thead>
<tr>
<th>Workers views</th>
<th>Number of workers</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>20</td>
<td>28.6</td>
</tr>
<tr>
<td>No</td>
<td>34</td>
<td>48.6</td>
</tr>
<tr>
<td>No Comments</td>
<td>16</td>
<td>22.9</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
Table 5.13 shows the workers’ views on whether they have experienced any conflicts within the organization (TFL): 28% of the workers stated yes, 48.6% stated no and 22.9% preferred to make no comments.

Table 5.14  Parties Involved in Solving Disputes

<table>
<thead>
<tr>
<th>Parties involve in solving disputes</th>
<th>Number of workers</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management and employee</td>
<td>49</td>
<td>70</td>
</tr>
<tr>
<td>Management alone</td>
<td>12</td>
<td>17</td>
</tr>
<tr>
<td>Trade union and management</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bargaining Unit and management</td>
<td>9</td>
<td>13</td>
</tr>
<tr>
<td>Total</td>
<td>70</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 5.14 shows the parties involved in solving disputes at TFL. Of the 70 workers’ who participated in the survey, 70% of workers stated that mostly the management and employees are involved in solving disputes, 17% indicated that the management acts alone to solve the disputes, 9% said Bargaining Unit and management solves the disputes and trade union involvement is 0%. During face-to-face interview, workers unanimously said that the trade union is no longer allowed to represent workers under the ENI Decree (2011).

5.2.1 Interview of Retired TFL Worker

A retired worker gave his narration on the employment relations practices at TFL for the last 10 years. His answers to the question on the type of relationship workers and management had, were definite. He mentioned that since 1996 there has been a very cordial relationship between the workers and the management. He said that all TFL workers were free to join the FPTEA union and have their grievances sorted out. He further mentioned that under ERP (2007), the FPTEA union was allowed to bargain collectively for its members’ rights on wages and working conditions. He believed that there have been major changes in the employment relations at TFL since 2011 (Interview, retired TFL worker, July 2014).

The retired worker was asked to comment on the two employment laws namely ERP (2007) and ENI Decree (2011). He mentioned that after the deregulation of the telecommunication industry, the introduction of ERP (2007) and ENI Decree (2011) there have been vast changes in the way industrial relations matters are handled at
TFL. He said that under ENI Decree (2011), the union has been shut out and workers can no longer be represented by a trade union. He said that BU has been formed within TFL, consisting of TFL workers only, who do not have enough knowledge and power to deal with management. He claimed that most business decisions are always made in favor of the TFL management, which is not fair to the workers.

The retired worker was asked about the grievances and dispute resolving steps provided to workers. In his own opinion, under ENI Decree (2011) all grievances or disputes are to be solved within the company and no cases can be referred to the Labor Ministry.

He was asked whether the ENI Decree (2011) is good or bad. He responded that ENI is bad for workers but very good for TFL. He pointed out that there have been major changes in working conditions such as the doubling of workload without an increase in pay. He was serious of the fact that now the workers are on contractual employment, with uncertainty of renewal. His final condemnation was that the ENI Decree (2011) is bad because the compulsory retirement age is changed from 60 years to 55 years.

5.3 Demographic Data of TFL Managers/Supervisors Surveyed

5.3.1 Geographical Areas and Sample Size of TFL Managers/Supervisors Surveyed

A total of 15 self-administered questionnaires were distributed to TFL managers/supervisors in Southern and Western divisions. Out of this 10, were completed and returned. In addition, 5 face-to-face interviews were conducted using the same questionnaire.
Table 5.15   Geographical Areas and Sample for TFL Managers/Supervisors Surveyed

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of self-administrative questionnaires received</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suva</td>
<td>7</td>
<td>70</td>
</tr>
<tr>
<td>Lautoka and Nadi</td>
<td>3</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.15 shows the sample size of TFL managers/supervisors who took part in the survey using the self-administered questionnaire. Of the total TFL managers and supervisors, 7 were from Suva and 3 were from Lautoka and Nadi.

Table 5.16   Position of Managers/Supervisors Surveyed

<table>
<thead>
<tr>
<th>Position</th>
<th>Total Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager HR</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>Managers</td>
<td>3</td>
<td>30</td>
</tr>
<tr>
<td>Team Leaders</td>
<td>4</td>
<td>40</td>
</tr>
<tr>
<td>HR Officer</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>Legal Officer</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.16 shows the position for supervisors that took part in the survey. 10% is General Manager, 30% Manager, 40% team leaders, 10% HR Officer and 10% Legal Officer.

Table 5.17   Qualification Level and Gender of TFL Managers/Supervisors

<table>
<thead>
<tr>
<th>Qualification Level</th>
<th>Gender</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Primary</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Secondary</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Tertiary/Technical</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5</strong></td>
<td><strong>5</strong></td>
</tr>
</tbody>
</table>

Table 5.17 shows the total number of male and female managers/supervisors that had participated in this research. Most of the managers/supervisors have some form of tertiary and technical qualification.
5.4  TFL Managers/Supervisors Views on Employment Relations at TFL

Table 5.18  Managers/Supervisors Employment Relationship with Workers

<table>
<thead>
<tr>
<th>Relationship with Workers</th>
<th>Number of Managers/Supervisors</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Good</td>
<td>3</td>
<td>30</td>
</tr>
<tr>
<td>Good</td>
<td>4</td>
<td>40</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>3</td>
<td>30</td>
</tr>
<tr>
<td>Bad</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Very Bad</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.18 shows the perception of the working relationship held by managers/supervisors with their workers. Around 30% of managers/supervisors stated that their relationship is very good, while 40% stated good and 30% stated satisfactory. None stated that their relationship with workers is bad. In addition to this, during face-to-face interview, the supervisors mentioned that the relationship between workers is good. Similarly, workers have also stated that their relationship with management is good. The ENI Decree (2011) does not allow the union to be involved. ENI Decree (2011) requires TFL to form a BU instead of union. However, the management still allows workers to deduct their union levy from their salary and pay to FPTEA.

Table 5.19  Managers/Supervisors Comment on Involvement with Upper Level Workers During Restructure and Changes at TFL

<table>
<thead>
<tr>
<th>Managers/Supervisors comment on involvement with workers during restructure</th>
<th>Number of Managers/Supervisors</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a Great Extent</td>
<td>6</td>
<td>60</td>
</tr>
<tr>
<td>To a Moderate Extent</td>
<td>4</td>
<td>40</td>
</tr>
<tr>
<td>To Very Small Extent</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Not at all</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.19 shows managers/supervisors’ comments on their involvement with workers during restructure or other changes that take place in TFL. Out of the 10 managers/supervisor, 60% stated ‘to a great extent’ of involvement while 40% stated ‘to a moderate extent’.
Table 5.20 Managers/Supervisors Comment on Involvement with Middle Level Workers During Restructure and Changes at TFL

<table>
<thead>
<tr>
<th>Managers/Supervisors comment on involvement with workers during</th>
<th>Number of Managers/Supervisors</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a Great Extent</td>
<td>3</td>
<td>30</td>
</tr>
<tr>
<td>To a Moderate Extent</td>
<td>5</td>
<td>50</td>
</tr>
<tr>
<td>To Very Small Extent</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>Not at all</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.20 shows managers/supervisors comments on their involvement with middle level workers; stated that 30% were involved ‘to a great extent’, 50% ‘to a moderate extent’ and 20% stated ‘to a very small extent’.

Table 5.21 Managers/Supervisors Comment on Involvement with Lower Level Workers During Restructure and Changes at TFL

<table>
<thead>
<tr>
<th>Managers/Supervisors comment on involvement with workers during</th>
<th>Number of Managers/Supervisors</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a Great Extent</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>To a Moderate Extent</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>To Very Small Extent</td>
<td>6</td>
<td>60</td>
</tr>
<tr>
<td>Not at all</td>
<td>4</td>
<td>40</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.21 shows managers/supervisors’ comments on their involvement with lower level workers. Of the 10 respondents, 60% stated that workers were involved ‘to a very small extent’ and 40% stated that they were ‘not involved at all’. This shows that mostly management at upper level and middle level were involved during restructure process and changes that took place in TFL. The workers at lower level were not involved or consulted in any changes or decision making. It can be said that management prerogative is high in TFL.

Table 5.22 Views of Managers/Supervisors if Training was given to Workers About ENI Decree (2011)

<table>
<thead>
<tr>
<th>Training give workers on HR Policies and Procedures</th>
<th>Number of Managers/Supervisors</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>7</td>
<td>70</td>
</tr>
<tr>
<td>No</td>
<td>3</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
Table 5.22 shows the response of managers/supervisors on whether the workers were given training on ENI Decree (2011) at TFL. While 70% stated yes workers are given training, 30% stated no.

Table 5.23 Managers/Supervisors Views on Workers’ Familiarity with TFL’s Internal Employment Dispute Settlement Machinery and Appeal System

<table>
<thead>
<tr>
<th>Are Workers Familiar with Dispute Settlement Machinery?</th>
<th>Number of Supervisors</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>7</td>
<td>70</td>
</tr>
<tr>
<td>No</td>
<td>3</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.23 shows the managers/supervisors’ views on workers’ knowledge of internal employment dispute settlement machinery and appeal system. Once more 70% of the supervisors stated workers are familiar with the dispute settlement machinery while 30% stated no they are not familiar with dispute settlement machinery. During face-to-face interview, a supervisor said that most workers were given training on dispute settlement machinery and appeals procedures by the HR section. However, the research findings from workers’ point of view contradict the results from managers/supervisors.22

Table 5.24 Managers/Supervisors’ Views on Effects of ENI Decree (2011) on the Working Conditions of Workers

<table>
<thead>
<tr>
<th>If ENI Decree (2011) affected working condition of workers?</th>
<th>Number of Managers/Supervisors</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>8</td>
<td>80</td>
</tr>
<tr>
<td>No</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Table 5.24 shows the managers/supervisors views on whether ENI Decree (2011) had affected the working conditions of workers. The majority (80%) of the supervisors stated ‘yes’ ENI Decree (2011) had affected the working conditions of workers. 20% stated ‘no’ it did not affect the working condition of workers. Similarly, the majority of the workers have also stated that ENI Decree (2011) had

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22 The sources are survey of TFL workers and Managers/Supervisors.
affected their working conditions at TFL. The HR manager also agreed that ENI Decree (2011) has affected the working conditions of workers.

One of the team leaders during face-to-face interview listed some of the ways that ENI Decree (2011) has affected the workers. Firstly, “more often managements’ view is taken into consideration in terms of dispute resolution”. Secondly, “there is no room for consultation and bargaining in good faith”. Thirdly, he stated that “ENI Decree (2011) eliminated labour rights in terms of workers’ freedom to join a union” (Interview with technical section team leader, July 2014).

Table 5.25 Managers/Supervisors Views on the Value of Bargaining Unit (BU) Provisions in Terms of Providing Services to Their Members

<table>
<thead>
<tr>
<th>Do the BU Provide Valuable Services?</th>
<th>Number of Managers/Supervisors</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>8</td>
<td>80</td>
</tr>
<tr>
<td>No</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td>10</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 5.25 shows the managers/supervisors’ views about whether BU provides valuable services to their members. Once more, 80% stated yes that the BU provides valuable services and 20% stated no as their answer.

Table 5.26 Managers/Supervisors’ Views on the Incidence of Conflict at Workplace

<table>
<thead>
<tr>
<th>Do you experience a lot of Conflict at Workplace?</th>
<th>Number of Managers/Supervisors</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>No</td>
<td>8</td>
<td>80</td>
</tr>
<tr>
<td>Total</td>
<td>10</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 5.26 shows that out of 10 managers/supervisors, 20% stated ‘yes’ and 80% stated that there is ‘no’ conflict at workplace.
5.5 The Human Resources Managers’ Views on the Type of Employment Relations at TFL

The human resources manager was asked if the workers are happy after the introduction of ENI Decree (2011). She stated that workers are not happy with the ENI Decree (2011). The reason she provided was that now the workers cannot join the union, which means that workers cannot take loans and enjoy other benefits offered by union.

On the question of whether the ENI Decree (2011) was good or bad for workers, her opinion was that ENI Decree (2011) is not good. It gives management the prerogative to make decisions and implement changes as directed by top executives, she also pointed out that ENI Decree (2011) safeguards the interests of government and the employer. When the human resources manager was asked about whether there is a high turnover of workers in TFL and what are the reasons. She stated that there is a high turnover due to workers moving to overseas countries and joining other companies. She also made the point that the number of workers has been reduced and therefore the workloads for the remaining workers have increased with no corresponding salary increment.

When the human resources manager was asked if proper dispute resolving procedures are followed in TFL, she stated that proper procedures are followed in all dispute resolution processes. Firstly, if there is any serious offense, instant termination is done. For minor offences, team leaders are delegated to handle the cases in their own section and forward the decision to the human resources department for action to be taken. The team leaders would talk to their workers verbally three times and each time their performance is monitored. If there is still no improvement, then the team leaders forward the case to the human resources department to issue a warning letter. The human resources manager explained that most cases are handled by the workers’ team leaders and managers. The human resources department verifies the disciplinary processes followed and keeps records of all actions taken by the respective team leaders.
With reference to the question on whether the workers suggestions were taken into consideration during restructure or when changes were made to employment policies and procedures. She concurred that not much consultation was done with the workers, but further stated that a suggestion box is provided and workers can put their suggestions in the box.

5.6 Bargaining Unit Official’s Views on Employment Relations at TFL

Three members of the BU were interviewed on their views on employment relations in TFL. During the interview with the President of BU, he mentioned that the management had the upper hand in decision making and they would not budge but provide an excuse as that is what the government of the day wants by implementing the ENI Decree (2011). He also felt that the worker representatives are sometimes caught in between their job security and the worker issues and are not able to stand up boldly against the management.

According to one member of BU, management always has the upper hand and often dictates terms and conditions of employment. Management does not practice ‘good faith’ bargaining as required in the ENI Decree (2011). Sometimes during the discussions on complaints by a worker, management delays their decision and prefers to appoint an ‘Internal Reviewer’ to make a decision. He mentioned that the Internal Reviewer is always manipulated by the management and most of the decisions are in favour of management.

According to another BU member who does not wish to be named, said that they are afraid of their job security and the welfare of their families. Most of the worker representatives of the BU are on contract and their job is not secure. He also mentioned that management prerogative always prevails and worker welfare is always compromised to oversee TFL’s success and profits.

5.7 FPTEA Union’s Views on Employment Relations - Self-administered Questionnaire and Face-to-Face Interview

The General Secretary of FPTEA was interviewed and given a self-administered questionnaire to elicit his views on employment relations at TFL. In response to
questions about the reasons for decline in the trade union membership at TFL, he gave the following reasons; firstly, because of the ongoing restructure at TFL has reduced worker numbers, reduction in TU membership is an inevitable consequence. Secondly, the decline in TU membership is due to the effect of ‘ENI Decree (2011)’, which has taken away the rights of workers to join a trade union. Thirdly, the introduction of individual contract employment by the TFL since 2007 and short term contracts had a great impact on TU membership.

The General Secretary was also asked whether the management of TFL consults the union during policy making. He stated that this was a requirement under ERP (2007) but after the introduction of the ENI Decree (2011), TFL has excluded the union. The management behaves unilaterally and does not consult union. The General Secretary also said that the workers are simply told of the TFL’s decisions and not consulted about them in any way.

The General Secretary was equally critical when question about his opinion on whether workers are given the required training and counseling in career development in order for workers to adhere and adapt to the changes in new technologies being used by TFL. The training and counselling is very limited, he asserted. There is no career development plan for TFL workers as the company seeks the lowest paid workers to perform tasks at a higher level. In short, workers’ rights and aspirations are of less significance to the management.

The General Secretary was asked to comment on the worker and management relationship, especially regarding workers’ complaints and management reactions. He said that due to the ENI Decree (2011), worker grievances cannot be taken to Mediation or Employment Relations Tribunal as was the case under ERP (2007). He stated that this does not bode well for harmonious workplace relations.

The General Secretary was asked whether union provided good services to their workers of TFL. He stated that FPTEA union has provided valuable service to workers till 2011 and that workers’ wages and conditions negotiated by the union had
been better. Since the union has been made redundant by the ENI Decree (2011), some of the problems arise because the union is no longer recognized by TFL.

The General Secretary was questioned about the future of union in Fiji. He stated that the government has been blatantly anti-union in its conduct in its anti-union Decrees. For example, he was critical that under the Political Party Decree unionists will have to resign to contest elections.

The General Secretary was asked to compare and contrast the employment relations before ERP (2007), after ERP (2007) and after the introduction of ENI Decree (2011). His feeling was that before ERP (2007) it was “well regulated”, during ERP (2007) it was “too legalistic” and under ENI Decree (2011) it is “autocratic”. During ERP (2007) the union was given full rights to represent the workers and employment relations were well regulated. On the other under the ENI Decree (2011), the employment system is an autocratic system where government gives the supreme power into the hands of management, whose decisions are biased and they are in full control of the mechanisms.

The General Secretary, when asked about the 2014 redundancy of TFL staff, declared firmly that the 2014 redundancy of TFL workers was most unjust and unfair. He mentioned that no worker should ever be treated like that, but the TFL can get away with it because of the ENI Decree (2011).

The General Secretary was asked the question about workers’ rights after the introduction of ENI Decree (2011). He states that the worker rights are human rights. He further mentioned that ILO conventions 87 and 98 are fundamental to worker rights. These have been ratified by Fiji and were respected by previous governments. The government has violated these rights under the ILO conventions in several ways. The ILO has ruled that the ENI Decree (2011) and Political Party Decree violates the worker and trade union rights and has called on the government to rectify these. But this government is not taking initiative to change its policy of deliberately basing union because it fears organized labour.
When the General Secretary was asked about the FPTEA’s views on whether ENI Decree (2011) has abolished the trade unions and banned trade unionists in Fiji. His response was that unionism is on the decline in Fiji and can only be reversed by removing the draconian Decrees. He mentioned that they are working on this and hopefully will have success in future parliament sittings. He went on to say that trade unionism is essential to protect the rights of workers, otherwise wages will remain low for the majority.

When the General Secretary was asked about the best solutions to these problems, he emphatically said that best solution is to “repeal the ENI Decree (2011) and restore worker rights and workplace justice to improve wages, working conditions and fair treatment to workers”.

5.8 Ministry of Labour Official’s View on ENI Decree (2011)

The Ministry of Labour Official’s view on ENI Decree (2011) was inconclusive. He claimed to have very little knowledge about the ENI Decree (2011) (Interview with Ministry of Labour official, December 2014). During the interview, when asked about training on the ENI Decree (2011) for Ministry of Labour staff, the officer mentioned that no such training was done on ENI Decree (2011). He also clarified that the Ministry of Labour was not involved in the implementation of ENI Decree (2011) nor consulted for their views.

The Ministry of Labour Official, when asked about whether the ENI Decree (2011) is good or bad for workers, he said that it is not good for workers. The reason he gave is that workers right to join trade unions has been eliminated. He further mentioned that ENI Decree (2011) has been implemented to safeguard the essential national service industries from workers going on strikes and other potentially destabilising industrial actions. The ENI Decree (2011) is also to safeguard the employer from union interference in the operations of the essential national services industries. This is seen as adequate justification for disregarding workers’ rights and interests.
5.9 Fiji Commerce of Employers Federation’s view on ENI Decree (2011)

The officer of Fiji Commerce of Employers Federation mentioned that she has very little knowledge about the ENI Decree, 2011 (Interview with Fiji Commerce of Employer official, January 2015). During the interview, she was asked if they have conducted any workshop on ENI Decree (2011) for their employers. The officer mentioned that there was no workshop conducted on ENI Decree (2011).

The researcher believes that most stakeholders were not consulted when the ENI Decree (2011) was being formulated. She said the government just implemented the ENI Decree (2011) without consulting the trade unions, employer organisation or Ministry of Labour for their views.

5.9 Conclusion

This chapter has presented the research findings. Firstly, the results from TFL workers’ self-administered questionnaires were analysed to illustrate the workers’ views on employment relations at TFL. Secondly, results from managers/supervisors were presented and discussed. Thirdly, it has presented the views of human resources manager, TFL BU officials and FPTEA General Secretary. Finally, this chapter has presented the data from Ministry of Labour and the Fiji Commerce of Employers Federation. The next chapter will provide summary, give recommendation and conclusion for the Supervised Research Project.
CHAPTER 6: SUMMARY OF FINDINGS AND CONCLUSIONS

6.0 Introduction

This Supervised Research Project has examined and analysed the nature of employment relations at TFL. This chapter will summarise the key research findings of the study and provide theoretical approaches of industrial relations used by TFL. It will also discuss the implications of this research followed by recommendations and limitations. Suggestions are also made for future research. Before proceeding with the discussion of this chapter, all earlier chapters are discussed in brief.

Chapter one has outlined the aims, objectives and scope of the study. The main aim was to examine critically the employment relations at Telecom Fiji Limited during ERP (2007) and under ENI Decree (2011). ERP (2007) was a governing legislation from 2007 to 2011 and after 2011 the ENI Decree (2011) is the governing legislation at TFL.

Chapter two has discussed a research methodology for this study, covering the research methods used for data collection and the consideration of the research ethics. The SPSS software was used to analyse data. Justification and explanation of the methodology, sources of data, sampling techniques, research ethics and data analysis techniques were presented. The research problem and limitations encountered during the research were also acknowledged.

To have the research within the tradition of the analysis and study of employment relations, chapter three has reviewed the literature and discussed the theoretical framework, considering the developments in employment relations associated with global and local trends. The literature review involves comparison and evaluation of previous literature on employment relations. This research has also compared the difference between human resources management and industrial relations. The two employment legislation instruments (ERP, 2007 and ENI Decree, 2011)) that governs employment relations in Fiji were also discussed.
Chapter four provided an overview of Telecom Fiji Limited (TFL) and discussed the employment relations in the organisation. The chapter has also discussed the purpose of the restructuring phases undertaken to date at TFL.

The second part of this chapter focused on the terms and conditions of employment at TFL under ENI Decree (2011). The grievance and dispute resolution mechanisms at TFL under ERP (2007) and under ENI Decree (2011) were also outlined and compared.

Chapter five presented and discussed the research findings. The data collected from TFL workers, managers/supervisors and union personnel were analysed and discussed. The quantitative data were presented and analysed by using tables and figures.

This chapter, six, summarises, provides recommendations based on findings, and concludes the Supervised Research Project. The chapter also discusses on the implications of the research and highlights areas that invite future research.

6.1 Summary of Major Findings of the Study

The ENI Decree (2011) has had a great impact on the working conditions of workers in TFL. One of the main examples is that after the introduction of ENI Decree (2011) dismissal costs have been reduced significantly since there is no third party intervention and all disputes are solved internally. This means that TFL management has the discretion to dismiss employees easily and without oversight. The interviews and results from the three questionnaire surveys provided a good insight into the current employment relations in TFL. The research findings are summarised below.

1. The ENI Decree (2011) has taken away the rights of workers in essential national industries (identified by legislation) to join trade unions, thus the trade union membership has declined significantly in TFL. The ENI Decree (2011) Part 4, section 20 promotes the principle of good faith in all negotiations and interactions between the employer and the BU. However, the management of TFL does not practise good faith bargaining. This shows that the government...
has misled the unions, workers and other stakeholders by putting this clause in the ENI Decree (2011).

2. TFL workers feel that the ENI Decree (2011) is not good since their employment conditions have changed for the worse. The tenured employment has changed to a contractual basis and retirement ages have shifted from 60 years to 55 years, which has affected the workers’ personal lives. BU is comprised of TFL workers who have very little power to bargain with TFL management, having fear of being punished by the management if they interfere too much in management decision.

3. Apparently, the TFL workers were not given training on the provisions of ENI Decree (2011) and the necessary requirements under the Decree. Most workers do not have knowledge about ENI Decree (2011) and no training has been conducted since the Decree was introduced in 2011. The workers also do not have much knowledge on dispute solving machinery in TFL. In fact, most TFL workers seem never to have heard of the ENI Decree (2011) and hence do not know about what dispute solving machinery is available in TFL.

6.2 Theoretical Discussions

Three theoretical framework (unitarist, pluralistic and Marxist) were discussed in chapter three. Employers and trade unions use one of the three approaches depending on their respective country’s employment laws. A pluralistic approach was used by TFL under ERP (2007). Under ERP (2007) the unions in Fiji were quite strong and were given full rights by allowing them to participate in decision making that allowed good faith bargaining between the management and the worker. However, after the ENI Decree was introduced in 2011, all industries that were declared as essential national industries under ENI Decree (2011) of necessity use the unitarist approach. This means that workers’ rights are taken away in organisations and unions are not allowed to represent the workers.

This study clearly demonstrate that employment relations in TFL come under a ‘unitary’ theory as the unions are not recognised as legitimate representatives of the
workers. TFL has a human resources department that deals with hiring and firing of workers. In TFL, management prerogative prevails and workers have no rights to voice their concerns.

It is clear that the Telecom Fiji Limited has become a unitarist culture after the introduction of ENI Decree (2011) because it does not recognise FPTEA as the legitimate representative of the workers. Currently FPTEA is not involved in collective bargaining on any issues concerning the workers’ unemployment, industrial relations and human resource development. The management of TFL has the prerogative to make all decisions regarding employment relations unilaterally.

### 6.3 Implications

The implications of this research are presented below:

This research on employment relations in TFL contributes to the existing knowledge on ER in Fiji. This study would also generate interest in the field of employment relations that will set the platform for future research and debates particularly on the ENI Decree (2011) in essential national industries. The data collected and analysed from this research will serve as a very important resource for TFL and trade unions in future. Moreover, it will also serve as a fruitful resource for human resource and industrial relations students in the areas of comparing and evaluating employment legislation and Decrees.

### 6.4 Recommendations

From the findings of this study the researcher has derived some important recommendations listed below.

1. The government should carry out much research or consult the employers and other stakeholders for their contributions while making the ENI Decree (2011). This research is a clear message to the government to consult the relevant stakeholders and public before introducing employment laws.
2. The government should carry out much awareness on the introduction provisions and operations of ENI Decree (2011). This research is a clear message suggesting the government needs to educate the essential national industries, the general public and other relevant stakeholders in Fiji.

3. The government should have consulted the trade unions when the ENI Decree (2011) was being formulated. The researcher believes that government can consult trade unions and take their views before any future employment laws are made and implemented.

4. All the disputes are resolved internally under ENI Decree (2011). It is recommended that the government should intervene wherever necessary to solve the industrial disputes in TFL and other essential national industries, to have harmonious and healthy employment relationships at the workplace for a conducive environment.

5. The researcher believes that managers/supervisors should re-look at their training plan to ensure that enough awareness and training are provided to workers regarding the ENI Decree (2011). They should also stimulate awareness and discussion on what are the impacts of this Decree and how it affects the working conditions of workers and organisation.

6.5 Limitations During the Research Process

This research was carried out mainly by primary data made available through the questionnaire survey and interviews. Although the data presented a great research opportunity, it had its limitations with self-reported data and possible single respondent bias. Some limitations are listed below.

1. The findings are based on the sample size of only 70 workers and 10 managers/supervisors generalization of results is limited.

2. The data collection was limited to the workers and managers/supervisors of TFL based in Suva, Nadi and Lautoka in Fiji.
3. The research did not include the views of expert panels and interviews with TFL Chief Executive Officer.

In spite of these limitations, which are largely a result of time and resources constraints imposed by the scope of the project, the researcher believes that the data provides an undistorted picture of employment relations in TFL in Fiji and display the credibility of the research findings. The success of this pilot study suggests that further study of this area could create further valuable insights.

6.6 Future Research

Based on the experiences gained in conducting this research, the following suggestions are made to present the scope for future research.

1. There can be studies carried out for other essential industries in Fiji since the introduction of ENI Decree (2011). Studies can be compared with other South Pacific countries.

2. This research only compared the employment relations in TFL after ERP (2007) and ENI Decree (2011). There can be further research on employment relations in Fiji after the implementation of the ENI Decree (2011) after a longer period of operations to verify its implications on workers and industries.

3. More research can also be carried out to see if ENI Decree (2011) brought about positive or negative implications in other industries in Fiji and how the organisation are adapting to these changes.

6.7 Conclusion

This chapter has summarised all previous chapters and discussed the key research findings of the study. It has also discussed the theoretical approaches used by TFL, and the implications of this research before making recommendations and pointing out limitations. This research has concluded with suggestions for future research.
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Interview with the Treasurer, Fiji Post and Telecom Employees Association (FPTEA), July 2014, Suva.

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Interview with the Senior Technician, Telecom Fiji Limited, July 2014, Suva.

Interview with the HR officer, Telecom Fiji Limited, July 2014, Suva.

Interview with a retired worker, Telecom Fiji Limited, July 2014, Suva.

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Interview with the Secretary, Telecom Fiji Limited’s Bargaining Unit (BU), August 2014, Suva.

Interview with the Human Resources Officer, Fiji Commerce of Employers Federation. December 2014, Suva.

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Telecom Fiji Limited’s Groups GMHR’s Office staff Circular no: 18/06, 51/06, 22/07, 23/07, Telecom Fiji Limited, Suva.


Appendix 1

Research Questionnaire - Employees

Objectives of this research

The objective of this research is to find out how your organisation manage and execute employment relations and its implications on the performance of employees. This research is a partial requirement for the Master of Commerce Degree at the University of the South Pacific. The data collected will identify employment relations practices in public sector enterprises.

Confidentiality of Information collected

Information collected from this research or provided by the organisation will be kept confidential and ensures the security of the data with the principal researcher.

Your participation and honesty is appreciated for the success of this research study.

Name of Organisation: ____________________
Name of Respondent (Optional): ____________________
Date: ____________________
Interview/Self-administered: ____________________

If you need any further details/clarification please do not hesitate to contact me on 9915594.

With thanks

Ms. Yasumala Reddy
For questions 1-4, please tick [✓] the text box representing the most appropriate responses for you in respect for the following items:

**Demography Q1-Q6**

Q1. Gender

- [ ] Male
- [ ] Female

Q2. Marital Status

- [ ] Married
- [ ] Single
- [ ] Divorced/Separated
- [ ] Others

Q3. Age

- [ ] 20-30 years
- [ ] 31-40 years
- [ ] 41-50 years
- [ ] above 50 years

Q4. Qualification Level

- [ ] Primary
- [ ] Secondary
- [ ] Tertiary
- [ ] Others

For questions 5-25 please circle a number representing the most appropriate response in respect to the following questions:

Q5. Please state your current position in your organisation:

<table>
<thead>
<tr>
<th>Position</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainee</td>
<td>1</td>
</tr>
<tr>
<td>Casual</td>
<td>2</td>
</tr>
<tr>
<td>Administration (support)</td>
<td>3</td>
</tr>
<tr>
<td>Operations</td>
<td>4</td>
</tr>
<tr>
<td>Technical</td>
<td>5</td>
</tr>
<tr>
<td>Middle management</td>
<td>6</td>
</tr>
<tr>
<td>Others (please specify)</td>
<td>7</td>
</tr>
</tbody>
</table>

Q6. Approximately how long have you been working in this organisation?

<table>
<thead>
<tr>
<th>Years</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2 years</td>
<td>1</td>
</tr>
<tr>
<td>3-5 years</td>
<td>2</td>
</tr>
<tr>
<td>5-10 years</td>
<td>3</td>
</tr>
<tr>
<td>11-15 years</td>
<td>4</td>
</tr>
<tr>
<td>16-20 years</td>
<td>5</td>
</tr>
<tr>
<td>More than 20 years</td>
<td>6</td>
</tr>
</tbody>
</table>

Q7. Describe your relationship with management?


Q8. How do you value your employer?

Q9. Describe the relationship between your management and your union?

Q10. Describe the level of knowledge/information you have about reform processes or changes in the Human Resources policies or procedures in your organisation?

<table>
<thead>
<tr>
<th>Level of Knowledge</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a great extent</td>
<td>1</td>
</tr>
<tr>
<td>To a moderate extent</td>
<td>2</td>
</tr>
<tr>
<td>To a very small extent</td>
<td>3</td>
</tr>
<tr>
<td>Note at all</td>
<td>4</td>
</tr>
</tbody>
</table>

Q11. Are the processes or changes in HR policies or procedures communicated to you after ENI Decree (2011)?

<table>
<thead>
<tr>
<th>Communication</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>No</td>
<td>2</td>
</tr>
<tr>
<td>No comments</td>
<td>3</td>
</tr>
</tbody>
</table>

Q12. What is the impact of changes in HR policies or procedures on your performance as an employee?

<table>
<thead>
<tr>
<th>Impact</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance have increased</td>
<td>1</td>
</tr>
<tr>
<td>Performance have decreased</td>
<td>2</td>
</tr>
<tr>
<td>Have no impact at all</td>
<td>3</td>
</tr>
</tbody>
</table>

Q13. Are you consulted when Management make decisions on HR policies and procedures?

<table>
<thead>
<tr>
<th>Consultation</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>No</td>
<td>2</td>
</tr>
<tr>
<td>No comments</td>
<td>3</td>
</tr>
</tbody>
</table>

Q14. As an employee are you satisfied with your employer’s/management’s decisions?

<table>
<thead>
<tr>
<th>Satisfaction</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a great extent</td>
<td>1</td>
</tr>
<tr>
<td>To a moderate extent</td>
<td>2</td>
</tr>
<tr>
<td>To a very small extent</td>
<td>3</td>
</tr>
<tr>
<td>Not at all</td>
<td>4</td>
</tr>
</tbody>
</table>

Q15. Are you satisfied with your working conditions?

<table>
<thead>
<tr>
<th>Satisfaction</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a great extent</td>
<td>1</td>
</tr>
<tr>
<td>To a moderate extent</td>
<td>2</td>
</tr>
<tr>
<td>To a very small extent</td>
<td>3</td>
</tr>
<tr>
<td>Not at all</td>
<td>4</td>
</tr>
</tbody>
</table>

Q16. Have you ever experienced any kind of conflicts within the organisation?

<table>
<thead>
<tr>
<th>Conflict</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>No</td>
<td>2</td>
</tr>
<tr>
<td>No comments</td>
<td>3</td>
</tr>
</tbody>
</table>
Q17. If your answer in question 16 is yes, then between who?

<table>
<thead>
<tr>
<th>Option</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management and Employees</td>
<td>1</td>
</tr>
<tr>
<td>Management alone</td>
<td>2</td>
</tr>
<tr>
<td>Trade union and Management</td>
<td>3</td>
</tr>
<tr>
<td>Bargaining Unit and Management</td>
<td>4</td>
</tr>
</tbody>
</table>

Q18. Who in particular / the parties involved will solve such disputes when arises?

<table>
<thead>
<tr>
<th>Option</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management and Employees</td>
<td>1</td>
</tr>
<tr>
<td>Management alone</td>
<td>2</td>
</tr>
<tr>
<td>Trade union and Management</td>
<td>3</td>
</tr>
<tr>
<td>Bargaining Unit and Management</td>
<td>4</td>
</tr>
</tbody>
</table>

Q19. Are you familiar with your organisation’s internal employment dispute settlement machinery and appeal system?

<table>
<thead>
<tr>
<th>Option</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>No</td>
<td>2</td>
</tr>
</tbody>
</table>

Q20. Specify the type of contract: Are you on individual contract or collective agreements?

<table>
<thead>
<tr>
<th>Option</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collective</td>
<td>1</td>
</tr>
<tr>
<td>Individual</td>
<td>2</td>
</tr>
<tr>
<td>Others</td>
<td>3</td>
</tr>
</tbody>
</table>

Q21. Describe your level of satisfaction with the HR policies and procedures of your organisation?


Q22. What do you think of the union as the legitimate power for employees in dealing with grievances within the organisation?


Q23. What is your view on the Essential National Industries (ENI) Decree No. 035 of 2011 which is the current governing legislation of your organisation (TFL)?


Q24. Describe the level of knowledge/information you have about ENI Decree No. 035 of 2011?

<table>
<thead>
<tr>
<th>Option</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Good knowledge</td>
<td>1</td>
</tr>
<tr>
<td>Adequate knowledge</td>
<td>2</td>
</tr>
<tr>
<td>Little knowledge</td>
<td>3</td>
</tr>
<tr>
<td>No knowledge</td>
<td>4</td>
</tr>
</tbody>
</table>

Q25. Are you entitled for overtime payment before and after the introduction of ENI Decree No. 035 of 2011?
<table>
<thead>
<tr>
<th>Before ENI Decree (under ERP (2007))</th>
<th>After ENI Decree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>No comments</td>
<td>No comments</td>
</tr>
</tbody>
</table>

Q26  Do you think ENI decree had affected you working conditions or level of satisfaction in any way?

<table>
<thead>
<tr>
<th>Yes</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>2</td>
</tr>
<tr>
<td>No comments</td>
<td>3</td>
</tr>
</tbody>
</table>

Q27. Do you wish to make any other comments?

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

THANK YOU FOR YOUR TIME AND COOPERATION
Appendix 2

Research Questionnaire - Managers/Supervisors

Objectives of this research

The objective of this research is to find out how your organisation manage and execute employment relations and its implications on the performance of employees. This research is a partial requirement for the Master of Commerce Degree at the University of the South Pacific. The data collected will identify employment relations practices in public sector enterprises.

Confidentiality of Information collected

Information collected from this research or provided by the organisation will be kept confidential and ensures the security of the data with the principal researcher.

Your participation and honesty is appreciated for the success of this research study.

Name of Organisation: ____________________
Name of Respondent (Optional): ____________________
Date: ____________________
Interview/Self-administered: ____________________

If you need any further details/clarification please do not hesitate to contact me on 9915594.

With thanks

Ms. Yasumala Reddy
For questions 1–4, please tick √ the text box representing the most appropriate responses for you in respect for the following items:

**Demography – Q1-Q6**

Q1. Gender

| Male | Female |

Q2. Marital Status

| Married | Single | Divorced | Others |

Q3. Age

| 20-30 years | 31-40 years | 41-50 years | above 50 years |

Q4. Qualification Level

| Primary | Secondary | Tertiary | Others |

Q5. Occupation

Q6. Approximately how long have you been working in this organisation?

<table>
<thead>
<tr>
<th>0-2 years</th>
<th>3-5 years</th>
<th>5-10 years</th>
<th>11-15 years</th>
<th>16-20 years</th>
<th>More than 20 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

Q7. Describe your relationship with employees in your Section/Department?


Q8. Describe your relationship with the union (FPTEA)?


Q9. Do you make any compensation if the employees work over time or given more tasks?

Yes  No
Q10a. Do you involve your employees in decision making?

☐ Yes    ☐ No

Q10b. Please state the reasons for your answer in questions 10a?

1. ___________________________________________________________
2. ___________________________________________________________
3. ___________________________________________________________
4. ___________________________________________________________

Q11. How does communication flow in your organisation? Please specify the approaches used.

1. ___________________________________________________________
2. ___________________________________________________________
3. ___________________________________________________________
4. ___________________________________________________________

Q12a. Please comment on the involvement with employees during restructure and any other major changes took place in the organisation:

**Upper level**

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a great extent</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>To a moderate extent</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>To a very small extent</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Not at all</td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

Q12b. **Middle Level**

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a great extent</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>To a moderate extent</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>To a very small extent</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Not at all</td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

Q12c. **Lower level**

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a great extent</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>To a moderate extent</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>To a very small extent</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Not at all</td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

Q13a. Are the employees given the required training and counseling in career development in order for them to adhere and adapt to the changes in new technologies being used in the organisation?

☐ Yes    ☐ No
Q13b. If your answer in question number 13a is yes, then please state some of the methods used?

1. ___________________________________________________________
2. ___________________________________________________________
3. ___________________________________________________________
4. ___________________________________________________________

Q14a. Are the employees being given training on HR policies and procedures of the organisation?

Yes □ No □

Q14b. If your answer in question number 14a is yes, then how often?


Q15 Are the employees provided with a copy of HR policies and procedures?

□ Yes □ No

Q16a. Are the employees given training on Employment Relation Promulgation (ERP) or any other policies of the organisation?

□ Yes □ No

Q16b. If your answer in question number 16a is yes, then how often?


Q17 Are the employees familiar with your organisation’s internal employment dispute settlement machinery and appeal system?

□ Yes □ No

Q18a. Are there any awareness program organized for employees on the internal employment dispute settlement machinery and appeal system?

□ Yes □ No

Q18b. If your answer in question number 18a is yes, please state how often?


Q19 What is your view on the ENI Decree No. 035 of 2011 which is the current governing legislation of your organisation?

Q20a. Do you think ENI Decree had affected the working conditions of workers in any way?

☐ Yes  ☐ No

Q20b. If your answer in question number 20a is yes, please state how?

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Q21. Are the employees given training on Essential National Industries Decree (ENI) No. 35 of 2011?

☐ Yes  ☐ No

Q22. Do the trade union /Bargaining Unit (BU) provide a valuable service to their members through collective bargaining over wages disciplinary etc?

☐ Yes  ☐ No

Q23a. Do the trade union/ BU compete for the loyalty and commitment of employees?

☐ Yes  ☐ No

Q23b. Please comment:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Q24a. Does the department/organisation have a lot of industrial conflict?

☐ Yes  ☐ No

Q24b. If your answer for question number 22a is yes, then to what extent the organisation have conflict?

<table>
<thead>
<tr>
<th>Extent</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>To a great extent</td>
<td>1</td>
</tr>
<tr>
<td>To a moderate extent</td>
<td>2</td>
</tr>
<tr>
<td>To a very small extent</td>
<td>3</td>
</tr>
</tbody>
</table>
Q24c. How conflicts are solved (steps taken to solve the conflict/dispute)?

1. _____________________________________________________________
2. _____________________________________________________________
3. _____________________________________________________________
4. _____________________________________________________________

Q25a. Are the Industrial Relation issues discussed at different levels in the organisation?

☐ Yes  ☐ No  ☐ No comments

Q25b. If your answer for question number 25a is yes, then how do these levels acknowledge Industrial Relation issues?

______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________

Q26. Any other comments you wish to state?

______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________

THANK YOU FOR YOUR TIME AND COOPERATION
Appendix 3
Research Questionnaire – Unions

Objectives of this research

The objective of this research is to find out how Telecom Fiji Ltd manage and execute employment relations and its implications on the performance of employees. This research is a partial requirement for the Master of Commerce Degree at the University of the South Pacific. The data collected will identify employment relations practices in public sector enterprises.

Confidentiality of Information collected

Information collected from this research or provided by the organisation will be kept confidential and ensures the security of the data with the principal researcher.

Your participation and honesty is appreciated for the success of this research study.

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<th>Name of Organisation:</th>
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<td>Name of Respondent (Optional):</td>
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<td>Interview/Self-administered:</td>
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If you need any further details/clarification please do not hesitate to contact me on 9915594.

With thanks

Ms. Yasumala Reddy
Union Name:

Q1. When was the union formed?

Q2. State the number of Trade Union members for the past 10 years?

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Q3. What are the reasons for the decline in the Trade Union membership?

Q4. What are your views on the separation of Post Fiji Ltd and Telecom Fiji Ltd and what is the impact on HRM?

Q5. Do the management of Telecom Fiji Ltd consult or take opinion during policy making?

Q6. Please comment on the level of information shared with union during any changes in the execution of employment relations in Telecom Fiji Ltd.

Q7. In your opinion are employees given the required training and counseling in career development in order for them to adhere and adapt to the changes in new technologies being used in the organisation?

Q8. Please comment on labour/union and management relationship of the company (workers complaints, management reactions), and how has the union helped to sort out these problems?
Q9. Do the unions provide a valuable service for their members through collective bargaining over wages, disciplinary, etc?

Q10. What are some of the problems faced by Union with Management and what are the solutions of these Problems?

Q11. What are the steps used in solving disputes in Telecom Fiji Ltd.

Q12. Is the management co-operative or conflictual when trying to solve disputes?

Q13. Please comment on the roles played by State in the IR process, particularly in Telecom Fiji Ltd.

Q14. How do you see the future of Unions in Fiji, looking at the current situation in Fiji?

Q15. Compare and contrast the employment relations (ER)/Human Resources Management (HRM) before ERP (2007), under ERP (2007) and after the introduction of ENI decree No. 035 of 2011.

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Q16. What are your views in relations to the human rights after the introduction of ENI decree No. 035 of 2012?

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Q17. Does the Decree take away workers’ rights to collectively bargain through unions? If so, doesn’t it deliberately violate ILO conventions?

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Q18. What can you say about the future of unions since the ENI decree No. 035 does not recognize the unions in most industries in Fiji?

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Q19. What is your view as others concerns that the ENI Decree will abolish trade unions and bans professional trade unionists in Fiji?

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Q20. What are your views on the recent redundancy of TFL staffs?

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Q21. Any other comments you wish to state?

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THANK YOU FOR YOUR TIME AND COOPERATION
Appendix 4
Essential National Industries (Employment) Degree (2011)

GOVERNMENT OF FIJI

ESSENTIAL NATIONAL INDUSTRIES (EMPLOYMENT) DECREES 2011
(DECREES NO. 35 OF 2011)

ARRANGEMENT OF SECTIONS
PART 1 — PRELIMINARY

SECTION
1. Short Title, commencement and application
2. Interpretation
3. Purpose
4. Principles
5. Objectives

PART 2 — EFFECT OF DECREES ON EXISTING UNIONS AND COLLECTIVE AGREEMENTS
6. Re-registration of worker’s representatives
7. Officers of a union
8. Effect of this Decree on collective agreements

PART 3 — REGISTRATION OF NEW BARGAINING UNITS AND
RE-REGISTRATION AND DETERMINATION OF A BARGAINING UNIT
9. Registration and re-registration
10. Registration application
11. Composition and scope of Bargaining Unit
12. Minister to conduct and supervise elections
13. Secret ballot
14. Requisite majority
15. Application for cancellation of registration by employer
16. Application for cancellation of registration by workers
17. Effect of non-registration or cancellation
18. Period before new elections

PART 4 — COLLECTIVE BARGAINING PROCESS
19. Negotiation of a new collective agreement or amendment
20. Good faith
21. Initiating collective bargaining
22. Amendable dates for collective agreements
23. Re-negotiations of collective agreements: financial distress

PART 5 — LIMITATIONS AND DISPUTE RESOLUTION
24. Scope of collective agreements
25. Duty of employers, workers and representatives to settle disputes
PART 6—GENERAL

28. Operation of Employment Relations Promulgation 2007 etc.,
29. Minister can delegate functions
30. Certain decisions not to be challenged
31. Regulations

IN exercise of the powers vested in me as President of the Republic of Fiji and the Commander in Chief of the Republic of Fiji Military Forces by virtue of the Executive Authority of Fiji Decree 2009, I hereby make the following Decree—

A DECREES TO PROVIDE FOR THE GOVERNING OF RELATIONS BETWEEN EMPLOYEES AND EMPLOYERS IN ESSENTIAL NATIONAL INDUSTRIES IN FIJI

PART 1—PRELIMINARY

Short title, commencement and application

1. — (1) This Decree may be cited as the Essential National Industries (Employment) Decree 2011.
(2) This Decree shall commence on a date or dates appointed by the Minister by notice in the Gazette.
(3) This Decree shall bind the State.

Interpretation

2. In this Decree, unless the context otherwise requires—

“Bargaining Unit” means a group of at least 75 workers employed by the same employer who perform similar types of work for the employer;

“collective agreement” means an agreement between an employer and the representative of the workers in the Bargaining Unit;

“collective bargaining” means acting and negotiating in accordance with this Decree with a view to concluding, reviewing or renewing a collective agreement;

“designated corporation” or “designated company” means corporations or companies which operate in an essential national industry, and are so designated by the Minister under Regulations made pursuant to this Decree;

“essential national industry” means those industries:

(a) which are vital to the present and continued success of the Fiji national economy or gross domestic product or those in which the Fiji Government has a majority and essential interest; and

(b) which are declared as essential national industry by the Minister under Regulations made pursuant to this Decree.

“employer” means any designated corporation;

“Minister” means the Prime Minister;

“Registrar” means the Registrar of Trade Unions as established by the Employment Relations Promulgation 2007;

“representative” means the representative of workers in a Bargaining Unit registered and or recognized pursuant to this Decree;

“union” means trade union registered pursuant to the Employment Relations Promulgation 2007;

“worker” means any person who is employed by a designated corporation and is subject to a collective agreement, but does not include:

(a) persons on individual employment contracts with a designated corporation at the date of commencement of this Decree;
(b) persons in managerial, supervisory, coordinating or other roles in which those persons are authorized to exercise discretion to bind or act on behalf of their employer up to certain pre-delegated authorities; or
(c) persons with access to financial information, commercially sensitive information, or critical managerial operational information.

Purpose

3. The purpose of this Decree is to ensure the viability and sustainability of certain industries that are vital or essential to the economy and the gross domestic product of Fiji.

Principles

4. In interpreting and implementing the provisions of this Decree, consideration and due regard must be given as far as practicable and subject to available resources to the following principles—

(a) the need to promote the development, viability and sustainability of designated corporations for the benefit of Fiji;
(b) the need to provide workers in designated corporations with a framework and process by which they may bargain as a group and enter into collective agreements with designated corporations, or by which they can decide to deal directly with their employer without union representation; and
(c) the need to provide a means to resolve any disputes that may arise between workers and designated corporations.

Objectives

5. The objectives of this Decree are—

(a) to ensure the present and continued viability and sustainability of essential national industries for the benefit of Fiji;
(b) to avoid any interruption to the continued viability and sustainability of designated corporations;
(c) to provide for the complete independence of employers and workers in the matter of self organization to carry out the purposes of this Decree;
(d) to provide certain guarantees to workers in essential national industries relating to joining or not joining unions and engaging in the process of collective bargaining subject to the provisions of this Decree; and
(e) to provide for the prompt and orderly settlement of all disputes including but not limited to those that may concern rates of pay, work rules, working conditions or disciplinary actions.

PART 2—EFFECT OF DECREE ON EXISTING UNIONS AND COLLECTIVE AGREEMENTS

Re-registration of workers' representatives

6. Upon commencement of this Decree, any union registered under the Employment Relations Promulgation 2007 which represents workers employed by designated corporations must re-register as a representative pursuant to this Decree.

Officers of a union

7.—(1) Any and all officer-bearers, officers, representatives, executives, and members of a union which represent workers employed by designated corporations must, at all times, be employees of the designated corporation which they represent.

(2) In the event any of the persons referred to in sub-clause (1) cease to be an employee of the designated corporation for any reason, their appointment as a union representative shall be nullified with effect from the date that person ceased to be an employee of the designated corporation or from the date pending the final determination by the designated corporation of a grievance, if one is filed, relating to the termination of the former employee (whichever is later).

(3) Any person or body or any union or any representative who fails to comply with this section shall be guilty of an offence, and shall be liable upon conviction in the case of a natural person to a fine not exceeding $50,000 or to imprisonment for a term not exceeding 5 years imprisonment or to both, and in the case of a union or body corporate to a fine not exceeding $100,000.
Effect of this Decree on existing collective agreements

8.—(1) Upon commencement of this Decree all existing collective agreements will only be valid for a period of sixty (60) days while new or replacement collective agreements are negotiated under Part IV of this Decree.

(2) For the avoidance of doubt, all existing collective agreements shall be null and void and no longer binding between the parties upon expiry of the period of sixty (60) days from the date of commencement of this Decree, and if no new collective agreement is in place, then the designated corporation may implement new terms and conditions of employment through a new collective agreement or individual contracts as called for and applicable in this Decree.

(3) Those workers no longer in a Bargaining Unit and no longer covered by a collective agreement may be provided individual binding contracts with new terms and conditions of employment until such time as a new individual contract is concluded between the parties. However, if no individual contract is provided then the worker(s) shall continue to be employed on the same terms and conditions as they are currently employed.

(4) A worker or representative may appeal to the Minister after implementation of a new collective agreement for a review of the same. However, for the avoidance of doubt, this right of appeal does not restrict the designated corporation’s ability to implement new terms and conditions of employment.

PART 3—REGISTRATION OF NEW BARGAINING UNITS AND RE-REGISTRATION AND DETERMINATION OF A BARGAINING UNIT

Registration and re-registration

9.—(1) The Registrar will register a representative of eligible workers in a Bargaining Unit for a term of two (2) years subject to this Decree only after an election conducted pursuant to this Part or after receipt by Registrar of a formal written statement from an employer that it wishes to recognize the representative without an election.

(2) Subject to sections 15 and 16, elections of representatives of eligible workers in a Bargaining Unit shall be held every two (2) years in accordance with the terms of this Decree.

(3) If at the end of the two (2) year period, no representative has been elected or re-elected, then those workers previously represented will be unrepresented until an election occurs and a new representative is registered pursuant to this Part; and if no representative had been elected or re-elected then pursuant to Section 17, any existing or current collective agreement will become null and void and the employer may provide new terms and conditions of employment pursuant to individual contracts or it may continue to employ workers on the same terms and conditions as provided under the collective agreement.

Registration application

10. A prospective or existing representative must apply to the Minister in writing to be elected or re-elected as a representative of a Bargaining Unit and provide the following information with such application:

(a) the information required by Section 119(3) of the Employment Relations Promulgation 2007; and
(b) validated and non-coerced written authorization from at least 35% of the workers in a Bargaining Unit that those workers wish to be represented by the collective bargaining representative.

Composition and scope of Bargaining Unit

11.—(1) Upon receipt of any completed application pursuant to section 10, the Minister, following consultation with the Minister responsible for Industry and Trade, shall determine the composition and scope of a Bargaining Unit for the purposes of conducting worker elections for a representative of that Bargaining Unit.

(2) The Minister may, in determining the composition of a Bargaining Unit, obtain from the employer and the current or prospective representative such information as is necessary to determine the proper composition and scope of a Bargaining Unit and to determine which workers comprise that Bargaining Unit.

(3) The Minister will inform the prospective or existing representative of the workers of his determination under this Part of the proper composition and scope of the Bargaining Unit that the applicant seeks to be elected or re-elected to represent.

Registrar to conduct and supervise elections

12. Determination of the appropriate representative and election of representatives of workers in a Bargaining Unit will be conducted and supervised by the Registrar, subject to such directions and determinations as the Minister

105
may give so that there is a single representative elected to represent workers and such representative must have obtained votes from a majority of the workers (i.e. 50% + 1) in a Bargaining Unit.

Secret ballot

13. Elections for a representative shall be conducted by secret ballot.

Requisite majority

14.—(1) Registration of a union as a representative will only be granted if a majority (i.e. 50% + 1) of the workers in the Bargaining Unit affirmatively vote in favour of a particular union applying to be a representative of workers in a Bargaining Unit.

(2) If such a majority of a Bargaining Unit selects a union as its representative, the Minister shall provide written notice of such registration to the Registrar, the employer, and to the elected representative of the Bargaining Unit.

(3) If a majority of the workers in a Bargaining Unit do not affirmatively vote in favour of representation, the Minister shall provide written notice to the representative, the employer, and to the union that sought representative status and shall not register that union.

(4) Notwithstanding the provisions of subsection (1), the Registrar may refuse to register a union as a representative of workers in a Bargaining Unit on any of the grounds set out in section 125(1) of the Employment Relations Promulgation 2007.

Application for cancellation of registration by employer

15.—(1) Notwithstanding registration of a representative pursuant to this Decree, an employer may, if it has reliable objective information and evidence that at least 35% of workers in a Bargaining Unit no longer support their registered representative, apply to the Registrar for cancellation of representative’s registration.

(2) Any employer applying to the Registrar pursuant to subsection (1) must provide simultaneous written notice to the registered representative of such application.

(3) If the registered representative disputes the employer’s application under subsection (1), it shall give written notice of such dispute together with the grounds for such dispute to the Registrar within seven (7) days of receipt of notification of such application under subsection (2).

(4) If the Registrar finds there is sufficient information and evidence to support an employer’s application, it can cancel the representative’s registration and require a new application and election.

Application for cancellation of registration by workers

16. If 35% of the workers in a Bargaining Unit who are represented by a registered representative desire to have that representative’s registration cancelled, they may apply for new elections upon application to the Minister in accordance with the provision of this Part.

Effect of non-registration or Cancellation

17. In the event that a representative is not re-elected or representation is cancelled, then the existing or current collective agreement will become null and void and the employer may provide new terms and conditions of employment pursuant to individual contracts or it may continue to employ workers on the same terms and conditions as provided under the collective agreement.

Period before new elections

18. Notwithstanding anything contained in this Part, no worker or group of workers in a Bargaining Unit may apply for new elections for a period of one (1) year from the outcome of any election to register a representative.

PART 4—COLLECTIVE BARGAINING PROCESS

Negotiation of a new collective agreement or amendment

19. Upon receipt of written certification from the Minister that a particular representative has been elected or recognized and registered pursuant to the terms of this Decree, an employer has a duty to recognize and engage with the registered representative for the purposes of bargaining and entering into a collective agreement, continuation of any existing agreement, or amendment of an existing collective agreement.
20. The principles of good faith set out in Division I of Part 16 of the Employment Relations Promulgation 2007 shall apply to all negotiations and interactions between the employer and the registered representative under this Decree.

Initiating collective bargaining

21.-(1) Subject to the terms of a collective agreement either agreed upon between the parties or imposed pursuant to the terms of this Decree, and unless negotiations are already being conducted between the parties, the employer and representative shall give at least thirty (30) days’ written notice to the other of their intention to initiate collective bargaining in relation to workers in the relevant Bargaining Unit.

(2) Unless negotiations are already being conducted between the parties, the time and place for the beginning of negotiations between the representatives of the parties interested in the collective bargaining process shall be agreed upon no later than ten (10) days after the receipt of said notice, and said time of negotiation shall be within the thirty (30) days provided in the notice.

(3) Upon initiation of collective bargaining, the parties shall have thirty six (36) months in which to reach a new or successor collective agreement; provided however, if new terms and conditions of employment were implemented pursuant to Section 8, then those terms and conditions will be in effect until such time as a new collective agreement is agreed upon by the parties.

(4) In the event the parties cannot agree to the terms of a collective agreement within the period set out in subsection (3), either party may apply to the Minister in writing for a determination of the final terms of the collective agreement.

(5) Any determination of the Minister pursuant to subsection (4) shall be final and binding on all parties for a period of two (2) years.

(6) All collective agreements agreed between the parties and determinations of the Minister pursuant to this section shall be registered with the Registrar.

Amendable date for collective agreements

22.-(1) Collective agreements subject to this Decree shall not have expiry dates but shall instead have dates upon which they become amendable.

(2) The amendable dates of collective agreements shall be as agreed upon by the parties, but if no agreement is reached on an amendable date, it shall be five (5) years following the date of execution of the collective agreement.

Re-negotiation of collective agreements: financial distress

23.-(1) If an employer has suffered operating losses for two (2) consecutive fiscal years, or two (2) years of actual or expected operating losses in a three (3) year period, it shall have the immediate right to re-negotiate all its existing collective agreements notwithstanding any such agreement’s moratorium or duration provisions, or any other provisions in this Decree.

(2) The employer shall notify all representatives of its workers, the Minister, and the Registrar of such operating losses and shall meet with all representatives within ten (10) days from the date of such notice in order to confer and agree upon a date to commence good faith negotiations for new or amended collective agreements, which date shall be no later than thirty (30) days after such notice.

(3) If the parties are unable to reach agreement on a new or amended collective agreement within sixty (60) days after their initial date of negotiations pursuant to subsection (2), above, the employer’s proposals for a new or amended collective agreement may, at any time thereafter, be submitted to the Minister for review.

(4) Upon receipt of the employer’s proposals, the Minister, following consultation with the Minister responsible for Industry and Trade, shall evaluate whether the employer’s proposals for a new or amended collective agreement were made in good faith, and whether the proposals will assist the employer in returning to profitability or sustainability in the future.

(5) Upon evaluation of the employer’s proposals, and any further information or particulars which the Minister may require from the parties, the Minister, following consultation with the Minister responsible for Industry and
Trade, shall make a decision of the terms and conditions of the new or amended collective agreement, which shall be final and binding on all parties.

(6) The duration of a collective agreement that results from the Minister’s decision pursuant to this section shall be for five (5) years unless the parties subsequently agree to an alternative duration or to a different collective agreement.

(7) “Operating losses” in this section means losses before any taxation benefit; exclusive of extraordinary or unusual items or favourable changes in accounting policy.

PART 5—LIMITATIONS AND DISPUTE RESOLUTION

Scope

24.—(1) If in their collective agreement, the agreement provides for terms different than otherwise required or provided by the Employment Relations Promulgation 2007, then the terms of the collective agreement shall prevail.

(2) No person employed in any “designated corporation” that operates on a full-time (7 days per week or 24 hour per day) basis shall, unless otherwise mutually agreed upon by the employer and the representative, be entitled to any overtime pay for work performed on Saturdays, Sundays or public holidays.

(3) Without affecting the generality of subsection (2), given the nature of their employment, flight duty restrictions and duty period scheduling, no pilot, cabin crew, or engineer employed or engaged in any airline industry shall be eligible for overtime pay, unless otherwise agreed by the employer and the representative.

(4) There shall be no requirement for an employer to deduct union fees from a worker’s salary or wages unless agreed otherwise by the employer.

(5) The Wages Council shall have no jurisdiction over any “designated corporation” or essential national industry, and any order, determination or regulations of the Wages Council shall not apply to “designated corporation” of essential national industry.

Duty of employers, workers and representatives and to settle disputes

25. It shall be the duty of all employers, their managers, agents, and representatives and workers who are governed by a collective agreement under this Decree to exert every reasonable effort to make and maintain agreements concerning rates of pay, work rules, and working conditions, and to settle all disputes, whether arising out of the application of such agreements or otherwise, in order to avoid any interruption to commerce or to the operation of any employer growing out of any dispute between the employer and the representatives and/or workers.

Dispute resolution process

26.—(1) As part of any collective agreement negotiated or imposed under this Decree, there shall be included a process for the resolution of disputes over discipline and discharge, and the interpretation or application of that collective agreement.

(2) The process for resolution of disputes noted in subsection (1) shall provide that all such disputes must be processed and resolved internally or by reference of such disputes to the employer’s designated reviewing officer, and no recourse shall be available to any party to any court, tribunal, commission or any other person or body exercising a judicial or quasi-judicial function.

(3) The process for resolution of disputes mentioned in subsection (1) shall provide that any such dispute which remains unresolved internally or by reference to the employer’s designated reviewing officer, shall be referred to the Minister for a final and binding determination; provided however, that only disputes involving an issue of over $5 million in value in one (1) year may be referred to the Minister.

Job actions, strikes, sick outs, slowdowns, and lockouts

27.—(1) No job actions, strikes, sick outs, slowdowns or other financially or operationally harmful activities shall be permitted at any time for any reason; and any such actions are expressly prohibited in connection with—

(a) a union’s efforts to obtain registration as a representative of a Bargaining Unit
(b) a union’s efforts to influence the outcome of collective bargaining, or in the course of any collective agreement negotiations; or
(c) disputes over the interpretation or application of any collective agreements.
(2) If at the end of the period noted in section 21(3) the parties have not agreed upon a new or successor collective agreement, the Bargaining Unit (through a secret ballot verified by the Minister) may go on strike, or the employer may implement a lockout, provided however, that no strike or a lockout may occur unless—

(a) a 28 days' prior written notice of the strike or lockout is provided to the Minister and to the employer or the representative of the Bargaining Unit, as the case may be; and

(b) the prior written approval of the Minister is obtained before any strike or lockout.

(3) If a union or the workers who are members of a union engage in a strike, the employer may, in addition to all other remedies, lock out the striking workers and unilaterally impose terms and conditions of employment different from those set out in the relevant collective agreement.

(4) Any person, body, union, representative or any worker who fails to comply with this section shall be guilty of an offence, and shall be liable upon conviction in the case of a natural person to a fine not exceeding $50,000 or to imprisonment for a term not exceeding 5 years imprisonment or to both, and in the case of a union or a body corporate to a fine not exceeding $100,000.

(5) The Minister, following consultation with the Minister responsible for Industry and Trade, may, by order, declare any strike or lockout in any essential national industry to be unlawful.

(6) Any person, body, union, representative or any worker who remains on strike, or any employer who continues to impose a lockout, after a declaration by the Minister under subsection (5) that any such strike or lockout is unlawful, shall be guilty of an offence, and shall be liable upon conviction in the case of a natural person to a fine not exceeding $100,000 or to imprisonment for a term not exceeding 10 years imprisonment or to both, and in the case of a union or a body corporate to a fine not exceeding $250,000.

PART 6—GENERAL

Application of Employment Relations Promulgation 2007, etc.

28.—(1) This Decree has effect notwithstanding any provision of the Employment Relations Promulgation 2007 or any other law and, accordingly, to the extent that there is any inconsistency between the Decree and the Employment Relations Promulgation 2007 or any other law, this Decree shall prevail.

(2) Except as otherwise provided in this Decree, the provisions of the Employment Relations Promulgation 2007 shall not apply to any essential national industry, designated corporation or any person employed in any designated corporation or any essential national industry.

Minister can delegate functions

29. The Minister, following consultation with the Minister responsible for Industry and Trade, may, by notice in the Gazette, delegate all or any part of the Minister’s functions and powers to the Solicitor-General.

Certain decisions not to be challenged

30.—(1) No court, tribunal, commission or any other adjudicating body shall have the jurisdiction to accept, hear, determine or in any other way entertain any proceeding, claim, challenge or dispute by any person or body which seeks or purports to challenge or question—

(a) the validity, legality or propriety of this Decree;

(b) any decision of any Minister, the Registrar or any State official or body, made under this Decree; or

(c) any decision of any designated corporation made under this Decree.

(2) Any proceeding, claim, challenge or dispute of any nature whatsoever in any court, tribunal, commission or before any other person or body exercising a judicial function, against any designated corporation that has been instituted under or involved in the Employment Relations Promulgation 2007 before the commencement date of this Decree but had not been determined at that date or is pending on appeal, shall wholly terminate immediately upon the commencement of this Decree, and all orders whether preliminary or substantive made therein shall be wholly vacated and a certificate to that effect shall be issued by the Chief Registrar or the registrar of the Employment Relations Tribunal.

(3) Where any proceeding, claim, challenge, application or dispute of any form whatsoever, is brought before any court, tribunal, commission or any other adjudicating body, in respect of any of the subject matters in subsection (2), then the presiding judicial officer, without hearing or in any way determining the proceeding or the
application, shall immediately transfer the proceeding or the application to the Chief Registrar or the registrar of the Employment Relations Tribunal for termination of the proceeding or the application and the issuance of a Certificate under subsection (2).

(4) A certificate under subsection (2) is, for the purposes of any proceedings in a court, tribunal, commission or any other person or body exercising a judicial function, conclusive of the matters stated in the certificate.

(5) A decision of the Chief Registrar or the registrar of the Employment Relations Tribunal to issue a certificate under subsection (2) is not subject to challenge in any court, tribunal, commission or any other adjudicating body.

Regulations

31.—(1) The Minister, following consultation with the Minister responsible for Industry and Trade, may make regulations to give effect to the provisions of this Decree.

(2) Without affecting the generality of subsection (1), regulations made under this section may—

(a) declare any industry to be an essential national industry for the purposes of this Decree;
(b) designate any corporation or company or employer to be a designated corporation or designated company for the purposes of this Decree;
(c) impose conditions, require acts or things to be performed or done to the satisfaction of the Minister or any officer authorized by the Minister; or
(d) impose fines and penalties for any action or omission by any person under this Decree.

Given under my hand this 25th day of July 2011.

EPELI NAILATIKAU
President of the Republic of Fiji