

UNION BARGAINING CLAIMS

1. That the current Agreement – *NUW and AMSRO Market Research Industry Agreement 2017-2020* – form the basis of negotiations for the proposed Agreement.
2. That the Agreement operates for a period of 4 years from 30 September 2020, with a Nominal Expiry Date of 30 September 2024.
3. That the Agreement provides for a wage increase of 5% for each year of the Agreement, payable from 30 September 2020.
4. That the default pay period in clause 16.1 of the current Agreement be updated to one week (from two weeks).
5. That the Agreement contains a provision recognising that it is an Employer's responsibility to provide all reasonable and necessary equipment required by an Employee in the fulfilment of their duties. This obligation shall operate in such a manner as to not impose a financial cost on an Employee (e.g., payment of a bond) and without prejudice to an Employee's length of service (i.e., the obligation extends to workers on the 'Employee on Commencement' classification).

'Reasonable and necessary equipment' shall be taken to include:

- Laptop/PC to be used for work purposes, including any software/programs required in the performance of work;
- mobile phones to be used for dialling, where computer-assisted dialling is not used;
- headsets;
- internet dongle/pocket WiFi

An Employer shall not make it a condition of any Employee's employment that they supply their own 'reasonable and necessary equipment' required to discharge their duties, to avoid any obligations under this clause.

It is the Employer's responsibility to ensure that all 'reasonable and necessary equipment' provided to an Employee is in good working condition.

6. That clause 15.1 of the current Agreement be amended to read '[i]n addition to the remuneration payable under Clause 9 – Wage Rates, an Employer shall reimburse an Employee for all expenses which have been actually and properly incurred by the Employee as required by the Employer in the discharge of the Employee's duties. *Where an expense has been incurred by an Employee in the purchase of reasonable and necessary equipment required to discharge their duties, such expense shall be deemed to be required by the Employer.*'
7. That the Agreement include a provision recognising that an Employer shall reimburse an Employee for all foreseeable and anticipated costs associated with Working From Home arrangements (exclusive of 'reasonable and necessary equipment' provided to Employees), at a flat rate of \$2 p.h. (intended to compensate for costs such as electricity, gas, maintenance of appropriate workplace etc.), payable where the WFH arrangement is at the direction of the Employer/exclusively for the Employer's benefit.

This provision shall be supplemented by a clause recognising that an Employer shall be facilitative with WFH arrangements when initiated by an Employee.

8. That the Agreement clarify overtime arrangements, such that an Employee (permanent and casual) shall be paid 150% of their ordinary hourly wage rate for each hour of overtime worked. Any Employee required to work in excess of 8 hours per shift, or beyond the stated finish time of their shift shall be paid overtime.
9. That the Agreement include an entitlement to penalty rates for all Employees, including casual Employees, as follows:
 - Saturday: 150% of an Employee's ordinary hourly wage rate;
 - Sunday: 200% of an Employee's ordinary hourly wage rate;
 - Public Holidays: 250% of an Employee's ordinary hourly wage rate.
10. That the Agreement provide for Employees to take breaks in paid time to recover from any distress incurred during the performance of their duties. This time shall not count against designated paid, unpaid or refreshment breaks and an Employee cannot be directed to utilise either their paid, unpaid or refreshment break to recover from calls.
11. That the casual conversion entitlement in clause 8.5 of the current Agreement be amended such that the conversion entitlement shall apply to a casual Employee who has been engaged by an Employer for a sequence of periods of employment of 6 months and has been working on a regular and systematic basis during this period. In determining the regular and systematic nature of a casual Employee's employment in the relevant 6-month period, any periods of leave, or absence from work due to work shortages, shall not be counted.

'Take it or leave it' contracts shall not be the basis of conversion – a casual Employee who is eligible for conversion shall be entitled to negotiate regular hours and shift patterns on conversion, including flexible, part-time arrangements.

If an Employee rejects an offer of conversion within the first qualifying period (initial 6 months), the entitlement to conversion shall not be taken to be extinguished and an Employer shall be required to make an offer of conversion at the conclusion of all subsequent qualifying periods.

This obligation shall run concurrently with an Employee's entitlement to request conversion at any point after the initial qualifying period – such request shall only be reasonably refused on the basis of an Employee's failure to have worked a minimum of 120 hours averaged across a period of 6 months prior to the request being made.
12. That clause 18.6 of the current Agreement be amended to include a provision that an Employer shall make all information relating to the basis on which Employees are allocated work, readily accessible upon request (including details of any internal metrics employed to measure the factors outlined in clause 18.6.2 of the current Agreement).
13. That in light of the UWU's casual conversion claim above (claim #10), clause 18.6.1 of the current Agreement be amended such that allocation of available work shall be prioritised for casual employees who have worked, or been available to work, on a regular and systematic basis over the previous 6 months.

14. That the Agreement include a provision that an Employer shall not engage new employees whilst current employees are being under-utilised (i.e., Employees are not being given shifts in line with their availability for reasons other than those outlined in clause 18.6.2). Where a dispute is raised under this clause, the Employer shall bear the onus of proof in establishing that all Employees have been allocated work in line with their indicated availability and that any Employee(s) who has not been allocated work in line with their indicated availability does not meet the criteria outlined in clause 18.6.2.
15. That the Agreement include a provision that Employees shall be given a minimum of 1 week's notice of details of briefings for new projects – such notice shall be given to Employees prior to them being required to submit their availabilities for the week of the briefing.

Where possible, briefings should be recorded and made accessible to interviewers who were not available to attend briefings on the day. Watching these recorded briefings shall count as paid time and qualify the interviewer to work on the project.
16. That the delegates rights in clause 41.3.1(b) of the current Agreement be amended such that each delegate on site shall be entitled to 6 hours of paid time in a calendar year, to be used for onsite and offsite union business.
17. That the entitlement to attend union meetings in paid time in clause 38.2.2 of the current Agreement, be amended to confer an entitlement upon employees of up to 12 hours of paid time per calendar year, to attend authorised union meetings (1 hour per month, non-cumulative).
18. That the 'Employee on Commencement' classification in clause 10.1 of the current Agreement be amended as follows:
 - clause 10.1.1 – definition to reflect that an Employee on this classification is one who requires extensive assistance and supervision during their first 3 work sessions (based on an 8-hour shift);
 - clause 10.1.2 – an Employee may be classified as an 'Employee on Commencement' until they have earned a maximum of 24 completed hours;
 - clause 10.1.3 – the initial pre-shift training shall be paid by the Employer.
19. That the shift cancellation provision in clause 18.2.2 of the current Agreement be amended such that where a casual Employee's confirmed and booked shift is cancelled at the Employer's direction with < 48 hours but > 24 hours' notice, such Employee shall be paid for a minimum of the lesser of four hours or the agreed shift length for each shift shortened or cancelled. Where the shift is cancelled with < 24 hours' notice, the Employee will be paid for the entire length of the accepted shift.
20. That clause 18.4 of the current Agreement recognise that casual Employees shall not be punished, face disciplinary action, or be denied future work for cancelling a shift where the Employee has made a reasonable effort to notify the Employer. Employers shall establish a 24/7 cancellation hotline on which an Employee shall be able to leave a voice message, if the Employee is unable to get in contact with the Employer and such a message will be deemed to be sufficient notice of cancellation. An email or a text message that is sent prior to the start of the allocated shift shall also be deemed a reasonable effort to notify.

21. That the entitlement to breaks in clause 18.5 of the current Agreement be amended as follows:
 - clause 18.5.2: include clarification that an Employer shall not direct when an Employee shall take their break; and
 - new entitlement: where an Employee works an 8-hour shift, such Employee shall be entitled to an additional 30-minute paid break. An Employee can elect to take this break in the last 30 minutes of their scheduled shift (i.e., can finish up early).
22. That the Agreement provide for an entitlement of up to 10 days' paid 'Emergency Leave' for all Employees – to be accessed for FDV situations, serious illness/injury, pandemic-related or adverse climate/weather-related absences etc. The entitlement shall apply to casual Employees who have worked on a regular and systematic basis for 6 months or more.
23. That clause 29 of the current Agreement shall be updated to include the following:
 - Employers shall be responsible for ensuring that Employees' remote workspaces are safe and ergonomically sound and to provide any equipment necessary for the Employee to fulfil their duties safely (e.g., including through the provision of ergonomically sound furniture etc.);
 - Hot desking shall be avoided in order to minimise the risk of workplace transmission of communicable illness;
 - An alternate workspace shall be provided for Employees who, for any reason, are unable to fulfil their duties remotely;
 - Employers shall provide facilities for Employees on shift to interact with each other – e.g., Teams/Slack chat facilities.
 - If an Employee elects not to perform work on a survey/campaign due to the sensitive or difficult nature of the work and the personal psychosocial impact of the work, such Employee shall be offered equivalent work on other projects;
24. That the new Agreement shall provide for Employees who are rostered to perform work on surveys/campaigns dealing with difficult, sensitive, offensive or objectionable content, shall be paid the Executive Interviewer rate for all work performed on the survey/campaign.
25. That the new Agreement shall contain an obligation for Employers to communicate projections of work on upcoming contracts 4 weeks prior to the commencement of the project. Such communication should specify the projected hours of work that will be available and the basis on which Employees will be allocated to the project.
26. That the new Agreement shall contain a facilities and services clause which provides for the establishment of a Workplace Facilities Committee comprising an equal number of Union representatives and management representatives to discuss/agree on appropriate facilities for the worksite.
27. That the new Agreement contain a climate transition clause which commits Employers to urgently transition to carbon neutral operations to be achieved no later than 2030. This obligation shall include encouraging and facilitating Employees to attend climate rallies/protests.