

PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE

This Agreement shall be known as the **NUW and AMSRO Market & Social Research Industry Agreement 2013-2016**.

2. ARRANGEMENT

PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

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3. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement shall operate from 1 October 2013 until 30 September 2016. The wage rates payable under clause 8 of this Agreement shall apply from the dates specified in that clause.

4. COVERAGE OF AGREEMENT

- 4.1** This Agreement shall apply to all market research business in Australia including every process, trade, business or occupation in or in relation to or in connection with market research and all support work engaged in or in connection with a market research business.
- 4.2** The Association of Market and Social Research Organisations Inc (AMSRO) and the National Union of Workers (NUW) agree to vigorously pursue the objective of ensuring that all persons who perform work in or in connection with the market research industry in Australia are engaged on terms and conditions not less than the minimum standards set out in this Agreement. AMSRO, individual participating companies and the NUW will also seek to have all companies apply the provisions of this Agreement to any market research work undertaken by or for them in order to promote job security of employees and to prevent undercutting of labour standards or undercutting of quality research standards. In this regard, all members of AMSRO are required to ensure that the provisions of this Agreement are the minimum terms and conditions applied to any market research work undertaken by or for them.
- 4.3** The parties intend that this Agreement will operate as a multiple-business agreement pursuant to section 172(3) of the *Fair Work Act 2009* (Cth).

5. PARTIES BOUND OR COVERED

- 5.1** The covered parties to this Agreement are:-
- 5.1.1** The National Union of Workers (NUW), 833 Bourke Street, Docklands Victoria 3008;
- 5.1.2** The companies, who are members of the Association of Market and Social Research Organisations Inc (AMSRO) appearing in Schedule A;
- 5.1.3** All employees, whether members of the National Union of Workers or not, who are employed under a classification defined in this Agreement at any time while this agreement is in operation.
- 5.2** This Agreement does not apply to an employee earning above the High Income Threshold, as defined by the Fair Work Act 2009, or the equivalent provision in any successor legislation. As at 1 July 2013 this threshold is set at \$129,300pa.

6. SAVINGS PROVISION

No employee will as a result of the making of this Agreement, suffer any loss of existing wages or other benefits to which the employee is entitled prior to the date of the coming into operation of this Agreement except where specifically provided for by this Agreement. It is specifically agreed that this Agreement sets out minimum rates of pay and conditions and companies may provide greater benefits solely at their discretion.

6A. RELATIONSHIP WITH NATIONAL EMPLOYMENT STANDARDS

This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES) provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee shall take precedence.

PART 2 – WAGES AND RELATED MATTERS

7. EMPLOYMENT CATEGORIES

7.1 Regular Employees

'Regular employees' refers to full-time employees and part-time employees, and does not include persons engaged as ongoing quarterly or casual employees.

7.2 Full Time Employees

'Full-time employees' refers to employees who work regular full-time hours averaging 38 ordinary hours per week.

7.3 Part-Time Employees

'Part-time employees' refers to employees who are engaged as part-time employees and who work a regular pattern or number of hours less than 38 hours per week.

7.4 Ongoing Quarterly Employees

Ongoing Quarterly Employees refers to employees who are specifically engaged as such; are engaged on a continuing basis on the collection and processing of market research data and supervision of such work; and have a guaranteed minimum number of ordinary hours over a 12 or 13 week work cycle (with hours worked in excess of the guaranteed ordinary hours being treated as overtime). Ongoing Quarterly Employees are employees with guaranteed ongoing employment i.e. at the end of a work cycle, an Ongoing Quarterly Employee will be given the same minimum number of ordinary hours over the next work cycle, unless the employee agrees to work a differing number of ordinary hours.

7.5 Casual Employees

'Casual employees' refers to employees who are specifically engaged as such. Any person not specifically engaged as an ongoing quarterly employee or casual employee shall be deemed to be a regular employee.

7.6 Conversion of Casual Employees to Regular or Ongoing Quarterly Employment

7.6.1 This clause shall apply to a casual employee who:

- has been engaged by a particular employer for a sequence of periods of employment over at least two years.
- Has worked during these periods on a regular and systematic basis; and
- Has worked a minimum of 456 hours for the employer during the preceding twelve months.

7.6.2 An employee who meets the requirements in 7.6.1 has the option to request in writing to the employer to convert to permanent or ongoing quarterly employment.

7.6.3 The average hours per week over the work cycle and the work pattern shall be made available upon request.

7.6.4 The hours per week (or average hours per week over the work cycle in the case of ongoing quarterly employment) and the work pattern to be offered shall be a minimum of the average hours and work pattern worked over the previous twelve months. The hours and work pattern may be varied by agreement between the employer and the employee.

7.6.5 The employer has four weeks from receiving the employee's request of conversion to make an offer of permanent or ongoing employment to that employee.

- 7.6.6** Where the employee elected to proceed with the conversion to permanent or ongoing quarterly employment, the conversion shall take place at the commencement of the next pay period unless agreed otherwise by the employer and the employee.
- 7.6.7** The employee retains his or her right to convert his or her contract of employment under this clause if the employer fails to comply with this clause.
- 7.6.8** Once an employee has elected to become and has been converted to permanent or ongoing quarterly employee, the employee may only revert to casual employment by written agreement with the employer.
- 7.6.9** Any employer may refuse to make an offer of permanent or ongoing quarterly employment as per this clause, but shall not unreasonably so refuse. Where an employer so refuses, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- 7.6.10** Any dispute in relation to the application of this clause shall be dealt with as far as practicable with expedition through the dispute settlement procedure of this Agreement.
- 7.6.11** An employee must not be engaged or re-engaged to avoid any obligation under this Agreement.

8. WAGE RATES

8.1 Current Wage rates

The current wage rates set out in the table below and all allowances contained in this agreement will be subject to annual wage increase as follows:-

From 1 January 2014: 2.6%.

From 1 January 2015: Australian CPI for the year ending 30 September 2014.

From 1 January 2016: Australian CPI for the year ending 30 September 2015.

2013 Pay Rates	REGULAR	REGULAR	REGULAR	ONGOING	CASUAL
CLASSIFICATION	Per Week	Per Year	Per Hour	Q'TERLY	Per Hour
	\$	\$	\$	Per Hour	Per Hour
				\$	\$
Employee on Commencement	609.35	31,686.49	16.03	18.04	20.05
Market Research Interviewer	742.69	38,619.86	19.55	21.99	24.44
Executive (Face-to-Face) Interviewer	810.70	42,156.03	21.34	24.00	26.67
Face-to-Face Interviewer	810.70	42,156.03	21.34	24.00	26.67
Executive (Telephone) Interviewer	776.68	40,387.94	20.43	23.00	25.55
Support Employee 1 st Year	670.27	34,855.16	17.65	19.85	22.06
Support Employee > 1 Year	742.69	38,619.86	19.55	21.99	24.44
Editor/ Coder/ Key-punch Operator	758.04	39,419.02	19.96	22.45	24.94
Team Leader	810.70	42,156.03	21.34	24.00	26.67
Field Supervisor	900.11	46,806.09	23.70	26.65	29.60

Research Assistant	900.11	46,806.09	23.70	26.65	29.60
Field Manager	1,011.45	52,596.13	26.61	29.94	33.27
Research Officer	1,011.45	52,596.13	26.61	29.94	33.27
Research Manager	1,443.13	75,043.31	37.98	42.73	47.47

Pay rates from 1 January 2014 CLASSIFICATION	REGULAR	REGULAR	REGULAR	ONGOING	CASUAL
	Per Week \$	Per Year \$	Per Hour \$	Q'TERLY Per Hour \$	Per Hour \$
Employee on Commencement	625.19	32,510.34	16.45	18.51	20.57
Market Research Interviewer	762.00	39,623.98	20.06	22.56	25.08
Executive (Face-to-Face) Interviewer	831.78	43,252.09	21.89	24.62	27.36
Face-to-Face Interviewer	831.78	43,252.09	21.89	24.62	27.36
Executive (Telephone) Interviewer	796.87	41,438.03	20.96	23.60	26.21
Support Employee 1 st Year	687.70	35,761.39	18.11	20.37	22.63
Support Employee > 1 Year	762.00	39,623.98	20.06	22.56	25.08
Editor/ Coder/ Key-punch Operator	777.75	40,443.91	20.48	23.03	25.59
Team Leader	831.78	43,252.09	21.89	24.62	27.36
Field Supervisor	923.51	48,023.05	24.32	27.34	30.37
Research Assistant	923.51	48,023.05	24.32	27.34	30.37
Field Manager	1,037.75	53,963.63	27.30	30.72	34.14
Research Officer	1,037.75	53,963.63	27.30	30.72	34.14
Research Manager	1,480.65	76,994.44	38.97	43.84	48.70

- 8.7** The rates of pay for casual employees include a component of pay to be in lieu of all leave entitlements apart from long service leave, jury service, union training leave and parental leave (where eligible). The casual hourly rates are 25% higher than the regular ordinary hourly rates.
- 8.8** The ordinary rates of pay set out in this clause for ongoing quarterly employees are 12.5% higher than the regular ordinary hourly rates – this pay loading is to be in lieu of all leave entitlements apart from long service leave, jury service, union training leave and parental leave (where eligible). As an alternative to this 12.5% pay loading, an employer and an ongoing quarterly employee may specifically agree that the employee shall be paid the regular employee ordinary hourly pay rate set out in this clause plus the same leave entitlements that apply under this Agreement to a regular employee.
- 8.9** In relation to averaging of wages payments for ongoing quarterly employees over the work cycle, see clause 15.9 of this Agreement.
- 8.10** Interviewers who are engaged to interview a selected group of respondents in a specified foreign language using a questionnaire in the foreign language will have their rate of pay increased to the

Executive (Face-to-Face) Interviewer rate for the time spent on such dedicated foreign language interviews regardless of whether such interviewing takes place on a face-to-face basis or via telephone.

9. CLASSIFICATIONS

9.1 Employee on Commencement

9.1.1 Includes a market research interviewer, editor, coder, keypunch operator and/or other support employee who is allocated to less complex tasks and who usually requires extensive assistance and supervision during their first six work sessions.

9.1.2 An employee may be classified as an Employee on Commencement until they have earned a maximum of 50 completed hours, provided that this shall include all work for the employer during the previous three years and provided that once an employee has completed this training with one employer they shall not then be employed at less than the rate of pay for the classification of "interviewer" unless the employee has left the industry for three years.

9.1.3 An Employee on Commencement will undergo at least eight hours paid training at the employer's expense. The initial pre-first shift training shall only be payable after the Employee on Commencement has completed 8 hours on shift.

9.2 Support Employee includes employees engaged principally on other market research support activities, including those related to online research and group recruitment. The employee shall qualify for the full rate after they have completed the requirements of an Employee on Commencement.

9.3 Market Research Interviewer undertakes interviews with all types of respondents by telephone or face to face (where the face to face interviewing occurs systematically at a single location and amenities such as toilets and refreshments are available to the interviewers at that location), prepares and submits all fieldwork associated documentation and attend briefing and de-briefing meetings where required. The interviewer may, where required from time to time, assist in the preparation of materials prior to or during a survey.

9.3 Executive (Face-to-Face) Interviewer refers to a market research interviewer who is conducting direct face-to-face interviews targeted to executive and professional interviewees covering matters relating to the special expertise of the interviewees.

9.4 Executive (Telephone) Interviewer refers to a market research interviewer who is conducting a program or series of telephone interviews targeted to executive and professional interviewees covering matters relating to the special expertise of the interviewees.

9.6 Face to Face Interviewer refers to a market research interviewer who is conducting multiple direct face-to-face interviews at any location, other than those interviewers who systematically work in a single location and in that location they are provided with amenities such as toilets and access to refreshments.

9.7 Editor, Coder and Keypunch Operator includes employees engaged on examining market research fieldwork interview or questionnaire results so as to ensure consistency, accuracy and validity; classifying interview and questionnaire results so as to be suitable for keyboard entry and for subsequent analysis as required by clients; and entering and manipulating the presentation of data on a computer or similar machine (including as required interacting with the computer, limited programming and data manipulation to ensure that file maintenance and integrity are achieved and results are presented as required for the client report).

9.8 Team Leader

9.8.1 Includes interviewers who undertake interviews with all types of respondents by telephone or face-to-face and perform a role of providing experienced guidance, assistance and leadership by example to interviewers (including some supervision and limited practical field training) and interview monitoring and support function as and when required by the employer.

9.8.2 A team leader may also be an employee providing a similar leadership role in relation to a team of other market research employees, including auditors, check editors, editors, coders and/or keypunch operators. The team leader may also be required to liaise between interviewers and field management (including checking and counting the number of interviews obtained, communicating the researcher's instructions to the interviewer team and from time to time where required assisting and co-ordinating the activities of a small group of less experienced interviewers).

9.8.3 A team leader shall be responsible for no more than eight employees.

9.9 Field Supervisor

9.9.1 Co-ordinates and supervises the fieldwork activities of team leaders and market research interviewers engaged on specific market research projects, including being responsible for the quality of the output, the training and the productivity of the field team and interview monitoring and interviewing and support functions as and when required by the employer.

9.9.2 An employee providing a similar supervisory role in relation to other employees, including auditors, check editors, editors, coders and/or keypunch operators, shall be paid at the Field Supervisor rate.

9.9.3 An employee whilst in charge of a telephone room shall be employed in a classification not less than field supervisor.

9.10 Research Assistant assists with the duties of a Research Officer.

9.11 Field Manager schedules fieldwork and co-ordinates the activities of supervisors and interviewers and is responsible for the hiring and training of all field personnel, maintenance of company procedures and fieldwork standards. The Field Manager will generally be involved in co-ordinating a range of fieldwork projects and allocating fieldwork across an organisation.

9.12 Research Officer may be engaged in the duties of:

- writing questionnaires
- briefing field teams
- moderating group discussions
- conducting in-depth interviews
- preparing computer specifications
- analysing data and preparing written reports
- writing proposals
- liaising with, and presenting data to, clients

9.13 Research Manager initiates, plans and directs projects, and has responsibilities for generating business and/or managing an organisation.

10. PERIPHERAL DUTIES

It is a term of this Agreement that the NUW on behalf of its members subject to this Agreement, gives a commitment that employees will perform all reasonable peripheral duties to the work subject to this Agreement.

11. STATEMENT OF ENGAGEMENT

The employer shall provide to every employee covered by this Agreement a written statement setting out the employee's classification, hours of work and remuneration (including wages, expenses and commission if any). Such statement shall be provided within fourteen days of the commencement of the employee's first employment with the employer or the commencement of this Agreement. In the event that there is any change in the employee's classification, hours of work or remuneration, the employer shall within fourteen days provide to the employee a further written statement setting out the new conditions.

12. PAYMENT ON A TOTAL WAGE (SALARY) BASIS

An employer may pay a regular or ongoing quarterly employee on a total wage (salary) basis in lieu of the wages and penalty payments set out in clauses 8 - Wage rates, 14 - Expenses, 18 - Out-of-hours penalty, 19 - Overtime and 22.1.2 – Annual Leave of this Agreement, provided that such total wage is not less than the total regular wages set out in clause 8 of this Agreement plus 25 per cent.

13. PAYMENT ON A COMMISSION BASIS

13.1 An employer may pay an employee on a total commission basis (such as a fee per placement) in lieu of the wages and penalty payments set out in clauses 8 - Wage rates, 14 - Expenses, 17 - Ordinary hours of work, 18 - Out-of-hours penalty and 19 - Overtime of this Agreement, provided that such commission payments:

- 13.1.1** are reasonably expected to result in total payments to employees which are not less than the total wages and penalty payments usually payable for such work; and
- 13.1.2** have been agreed to by the employee in writing in advance of the period of employment for the project(s).

14. EXPENSES

14.1 In addition to the remuneration payable under clause 8 - 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.

14.2 Such expenses as can reasonably be anticipated shall be payable in advance.

14.3 Regular, ongoing quarterly or casual employees who are required by their employer to use their own motor vehicle in the performance of their duties shall be paid an allowance as follows:

Period	Allowance per Kilometre
Amount from first pay period commencing on or after 1 January 2014	77 cents or the allowance increased in accordance with the latest available CPI annual increase for 'Private Motoring' (based on CPI increases Sept Quarter 2012-2013),* whichever amount is greater.
Amount from first pay period commencing on or after 1 January 2015	Allowance increased in accordance with the latest available CPI annual increase for 'Private Motoring' (based on CPI increases Sept Quarter 2013 – 2014)*
Amount from first pay period commencing on or after 1 January 2016	Allowance increased in accordance with the latest available CPI annual increase for 'Private Motoring' (based on CPI increases Sept Quarter 2014– 2015)*

*AMSRO shall notify member companies of the exact monetary increase prior to 1 January each year.

14.3.1 The travel shall be restricted to on-the-job motor vehicle usage;

14.3.2 Provided that where an employee is required to commence work at a location away from the employee's usual work location, the distance for motor vehicle allowance purposes shall be the total distance travelled from the employee's home and return, including on-the-job motor vehicle usage; and

14.4 If an employer requires in writing that an employee have a private telephone as part of the employee's work duties, the employer shall pay:

14.4.1 The cost of rental and all telephone calls made as part of the employee's work duties; and

- 14.4.2** If the employer has required in writing that the employee install a private telephone for use in connection with the employer's business, the cost of the installation shall be paid by the employer.
- 14.4.3** Provided that the employer will as needed provide to field workers mobile telephones for work use or reimburse costs of work calls to and from mobile telephones.
- 14.5** Any employee who is directed or required by the employer in writing to relocate residence to another area shall be paid reasonable costs for relocating personal and household effects and members of the immediate dependent family. Reasonable costs expressed in this clause are to be the amount agreed upon, in writing, between the employer and the employee prior to relocation.
- 14.6** If an employee's clothing or personal effects are either damaged or stolen, the employer shall compensate the employee provided that:
- 14.6.1** The loss must be suffered whilst the employee is engaged on the employer's business;
- 14.6.2** The loss must not in any way be caused by the employee's own wilful act or neglect;
- 14.6.3** The maximum compensation shall be \$501.20 for a single claim, less any amount of reimbursement from other sources.
- 14.7** The employer will as needed provide to field workers weather protective clothing or equipment, including sunscreen and sunglasses for work use, or reimburse reasonable costs in purchasing such weather protective clothing or equipment. In lieu of such provision, the employer and employee may agree to increase the ordinary hourly rate of pay.
- 15. PAYMENT OF WAGES**
- 15.1** The pay period shall be two weeks except where by mutual agreement between the employer and the employee the pay period may be one or four weeks or one month.
- 15.2** Wages shall be paid by electronic funds transfer, except where by mutual agreement between the employer and the employee they may be paid by cash or by cheque.
- 15.3** Wages shall be transferred within five business days after the end of a pay period subject to the employee submitting their timesheet to their employer within one business day after the end of the pay period. Where timesheets are submitted after this time, payment for time worked will be included in the next pay period. Business days include Monday to Friday other than public holidays. If a pay period has been completed before commencement of either the Easter or Christmas/New Year holiday periods, the employer shall transfer payment prior to the holiday period commencing and if this is not practicable, the employer shall notify their employees in relation to the payment of wages, prior to the Easter or Christmas/New Year holiday periods commencing.
- 15.4** When payment is made the employer shall provide to each employee in writing, a detailed statement of the nature and amount of the gross wage to which the employee is entitled, the nature and amounts of deductions made there from, and the precise nature of the deductions and the net amount being paid to the employee.
- 15.5** An employer shall, on request, provide to an employee on termination a detailed statement of outstanding entitlements. The wages due to an employee shall be paid on the day of such termination or forwarded via post on the next working day.
- 15.6** An employer shall keep time and wages records showing the name of each employee, the rate of wages and commissions, the hours worked, allowances paid in accordance with this Agreement and details of any deductions.
- 15.7** The time and wages records shall be open for inspection by an accredited NUW representative during the usual office hours at the employer's office or other convenient place.

- 15.8** In implementing the payment of wages for ongoing quarterly employees, unless agreed otherwise between the employer and the employee, an averaging system shall be used as follows :
- 15.8.1** The total number of guaranteed ordinary hours of work over the 12 or 13 week work cycle are multiplied by the ordinary hourly rate of pay to give the total guaranteed ordinary wages for the work cycle;
- 15.8.2** This total amount of wages is divided by the number of pay periods in that work cycle to give the wages to be paid each pay period.
- 15.8.3** Hours worked during the work cycle in excess of the guaranteed ordinary hours for the work cycle are paid for at the end of the work cycle at overtime rates in accordance with clause 19 of this Agreement.
- 15.9** A participating employer may withhold outstanding payments to an employee under this Agreement if:
- 15.9.1** fieldwork results submitted by the employee cannot be relied upon due to the dishonesty or negligence, not being a mere error, of the employee; or
- 15.9.2** the employee has been engaged to complete a full project of briefing and interviews which include the explained need to complete the full project, and the employee fails to complete the project, provided that the failure was not the result of any event or absence for which the employee, if he or she was a regular employee, would have been entitled to absence from work.
- 15.9.3** If a dispute should arise over disciplinary action, the matter shall be handled in accordance with the disputes procedure set out in clause 28 of this Agreement.

15.10 Mixed Functions

Where an employee is put to work temporarily at a classification higher than that under which the employee is engaged or deemed to be working, the employee shall be paid the rate prescribed for such higher classification for the time spent performing such higher classification. An employee shall not suffer any reduction in wages by reason of the employee having been put to work for a whole shift or part thereof at a classification lower than that under which the employee is engaged or deemed to be working.

16. SUPERANNUATION

16.1 Preamble and definitions

- 16.1.1** The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties and in addition the following provisions of this clause shall also apply.

16.1.2 Fund

In this clause references to **Fund** for all employees in classifications lower than field manager shall mean the Labour Union Co-Operative Retirement Fund (LUCRF). For employees at the classification level of field manager or higher, **Fund** shall be the fund selected in accordance with Superannuation Guarantee legislation (with the default fund, as defined in the legislation, being the Labour Union Co-Operative Retirement Fund (LUCRF)).

16.1.3 Ordinary Time Earnings

- 16.1.3(a)** In this clause the term ordinary time earnings shall include the classification rate, over Agreement payments, shift work premiums, service grants and any penalties where such

penalties are part of the employees normal earnings, excluding overtime, travel, meals, annual leave loading and motor vehicle allowance.

- 16.1.3(b)** Except that where an employee is paid on a total wage basis pursuant to clause 12 of this Agreement, the ordinary time earnings for superannuation purposes shall be the regular ordinary wages set out in clause 8 of this Agreement for a regular employee plus 25 per cent.

16.1.4 Approved superannuation scheme

For the purposes of this clause approved superannuation scheme means a scheme which complies with the Occupational Superannuation Standards Act and Regulations and any other relevant Government requirements.

16.2 Employer and employee compulsory contributions

- 16.2.1** In addition to other payments provided for under this Agreement, the employer shall make a superannuation contribution to the Fund on behalf of the eligible employees, together with deducting employee contributions from employee earnings of the eligible employees and forwarding them to the Fund in accordance with statutory minimum requirements (being 9.25% as at 1 January 2014).

- 16.2.2** Payments shall be made every three months and cover pay periods completed in the three months ending 31 March, 30 June, 30 September and 31 December each year.

16.3 Eligibility

- 16.3.1** Once an employee has earned from the employer a total of \$450.00 in ordinary time earnings in any calendar month, the employee shall be eligible for superannuation contributions by the employer.

- 16.3.2** The employer shall provide Fund acceptance forms to employees for completion and return to the employer. If a completed form is not returned, then the employer shall forward the required employer contribution to the Fund together with any employee details known by the employer.

16.4 Employer's contributions during leave without pay

No contribution shall be due in respect of any period of unpaid absence.

16.5 Additional voluntary employee contributions

- 16.5.1** Employees who may wish to make contributions to the Fund (additional to those being paid by the employer or deducted and forwarded by the employer pursuant to clause 16.2.1) shall be entitled to authorise the employer to pay into the Fund from the employee's wages additional amounts specified by the employee.

- 16.5.2** Employee contributions to the Fund requested under this clause shall be made in accordance with the rules of the Fund.

16.6 Cessation of contributions

The obligation of the employer to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with the employer.

16.7 Employer's failure to participate in fund

An employer who has failed to contribute to the Fund as required by this Agreement shall make a once only contribution to the Fund in respect of each eligible employee equivalent to the outstanding contributions.

16.8 Exclusions

16.8.1 Any employer making three per cent contribution (or more) to a scheme which complies with the Occupational Superannuation Standards Act and Regulations and any other relevant Government requirements for employees under the Award prior to 1st June 1990 is automatically excluded from the provisions in this Agreement specifying LUCRF as the primary Fund, and the existing contributions of such employer shall be recognised as meeting that employer's obligations under this Agreement.

16.8.2 The NUW shall not pursue Fund membership options for those employees and future employees of those companies that are covered by clause 16.8.1.

16.9 Existing Superannuation Arrangements

Other than as provided in clause 16.8, no employer shall be excluded from the operation of this clause on the basis of existing voluntary superannuation arrangements.

16.10 Standard of Proof

Where doubt exists as to whether contributions were made in accordance with clause 16.8 prior to 1st June 1990 the provision of a Statutory Declaration by the employer shall be deemed as prima facie evidence of the date of operation of the contributions.

16.11 Exemption

16.11.1 An individual employer, other than an employer covered by clause 16.8, may make application to the Fair Work Commission ("Commission") for exemption from the requirement to pay contributions to the Fund pursuant to this clause.

16.11.2 The Commission may grant such exemption having regard to the following procedures and circumstances:

16.11.2(a) The employer shall notify the Commission that it intends to implement superannuation consistent with wage fixing principles for employees covered by this Agreement with contributions to be made to a Fund other than the Fund specified in this clause.

16.11.2(b) The contributions by the employer to the alternative superannuation Fund are made on the basis of the entitlement established by this clause.

16.11.2(c) Approval for exemption has been sought at first instance by the employer either directly or through their employer organisation from the NUW.

16.11.2(d) The Commission may attempt to conciliate on any disagreement as to the Fund to apply to the employees of that employer.

16.11.2(e) If conciliation fails, the Commission may adjourn for a reasonable period to allow a representative from LUCRF to interview employees regarding superannuation. These interviews are only for the purposes of discussing superannuation.

16.11.2(f) Employees then may choose the Fund to apply from those proposed by the employer or LUCRF.

16.11.2(g) Where the parties are unable to reach agreement the matter shall be referred to the Commission for determination.

16.11.2(h) The alternative Fund must comply with superannuation legislative requirements and any other relevant legal requirements.

16.11.2(i) Applications for exemption must be lodged within a period of six months from the date of the employer becoming bound by the Award or this Agreement, whichever occurs earlier.

16.12 Portable Long Service Leave

The parties to this agreement will create an industry body for the purposes of investigating the viability of creating a portable long service leave scheme. This body is to be created as soon as practicable but no later than 1 July 2014.

PART 3 - HOURS OF WORK

17. ORDINARY HOURS OF WORK

Regular Employees

- 17.1** An average of 38 hours per week worked on any day Monday to Sunday over a work cycle shall constitute ordinary full-time hours of work.
- 17.2** The ordinary hours of work of regular employees shall be determined in advance of a work cycle after consultation between the employer and employees affected in the whole of a section of the operations of their company, provided that:
- 17.2.1** The work cycle may extend over seven, fourteen, twenty-one or twenty- eight consecutive days; and
- 17.2.2** The roster as it affects an individual employee may be varied at any time by agreement between the employee and their employer; and
- 17.2.3** There shall be not more than twelve ordinary hours of work on any day; and
- 17.2.4** Except by agreement between an individual employee and their employer, a regular employee rostered to work ordinary hours on any day shall be paid for at least three hours work on that day.
- 17.3** In the absence of agreement at the workplace level in respect to the implementation of the 38 hour week which best suits the business and the preferences of the employees concerned, the matter shall be handled in accordance with the disputes procedure set out in clause 28 of this Agreement.
- 17.4** For the purposes of calculating leave entitlements of regular full-time employees, a day shall be regarded as 7.6 hours and an ordinary working week shall be regarded as 38 hours. Pro-rata entitlements shall apply for regular part-time employees.

17.5 Ongoing Quarterly Employees

Ongoing Quarterly employees may work on any day of the week for the hourly rate of pay set out in clause 8 - Wage rates. The work cycle may extend over 12 or 13 weeks. The guaranteed minimum number of ordinary hours of work shall be determined in advance of a work cycle after consultation between the employer and the employee and shall apply on a continuing basis, provided that such hours may be varied at any time by agreement between the employee and their employer. There shall be not more than twelve ordinary hours of work on any day and, except by agreement between an individual employee and their employer, an ongoing quarterly employee rostered to work ordinary hours on any day shall be paid for at least three hours work on that day. No ongoing quarterly employee shall be required against their wishes to work more than eight hours in any one day or on more than seven consecutive days.

17.6 Casual Employees

- 17.6.1** Casual employees may work on any day of the week for the casual hourly rate of pay set out in clause 8 - Wage rates, except that no casual employee shall be required against their wishes to work between the hours of midnight and 8.00 a.m. or more than eight hours in any day.
- 17.6.2** Where a casual employee's confirmed and booked shift is cancelled or shortened at the employer's direction before the employee has arrived at the workplace, the employee shall be paid for a minimum of the lesser of four hours or the agreed shift length for each shift lengthened or shortened. This clause does not apply where:

- 17.6.2(a)** the employer and the employee agree otherwise;
- 17.6.2(b)** the employer has made a reasonable effort to provide the employee with at least twelve hours' notice of the change (such as ringing the employee's contact number and leaving a message or sending a SMS);
- 17.6.2(c)** the employee has indicated they are available for a possible shift, however no shift has been formally offered or accepted.
- 17.6.3** Where a casual employee has arrived at the workplace to commence work and the employee's confirmed and booked shift is then cancelled or finished early at the employer's direction, the employee shall be paid for a minimum of four hours for each shift so cancelled or finished early. This clause does not apply where:
- 17.6.3(a)** the employer and the employee agree otherwise on each occasion a shift is cancelled or finished early (including agreement at the time that shift is booked);
- 17.6.3(b)** the employee is allocated other work (including administrative tasks or other interviewing) to make up the minimum four hours per shift cancelled or finished early.
- 17.6.3(c)** if the employer and employee agree to a shift shorter than four hours, the minimum payment for such a shift cancelled or finished early at the employer's direction shall be the agreed length of the shift.
- 17.6.4** While an employer may make offer of a shift of less than three and a half hours anticipated duration, no employee shall suffer any penalty – including but not limited to the allocation of future work – if they refuse a shift of less than three and a half hours in length.
- 17.6.5** It is expected that employers will offer casual shifts that include a start and an approximate finish time. In the event an employer is unable to advise an approximate finish time and an employee accepts a shift for which there is no stated finish time the employee shall be guaranteed four hours minimum pay and will be required to work no more than four hours (without the employee's agreement). An employee who chooses to work no more than four hours on a shift offered without an approximate finish time shall suffer no penalty for doing so – including but not limited to allocation for future shifts.

Travelling Time

- 17.7** If any employee is required to commence work at a location away from the employee's usual work location, working time shall include travel time between the employee's home and the work location and return less half an hour each way

Non-Attendance

- 17.8** Employees who are not on approved leave and who do not attend for duty shall not be paid for the actual time of such non-attendance.
- 17.8.1** Any casual or quarterly ongoing employee unable to attend a rostered shift shall make every effort to promptly notify the employer of their inability to attend. Leaving a message on the employer's contact number shall be an acceptable form of notification. It is expected that an employee would, in all but exceptional circumstances, be able to give no less than four hours' notice of their inability to attend a rostered shift. In the event an employee does not attend rostered shifts without reasonable excuse, and/or does not give reasonable notice of their inability to attend, they may not be offered future casual work.

Breaks

- 17.9** All employees shall have an entitlement to an unpaid meal break of not less than thirty (30) minutes at least every five hours of paid work time, provided that by agreement between an employer and an employee the entitlement to an unpaid meal break may occur after six hours to meet the needs of a particular job. No employee shall be forced to take an unpaid meal break.

- 17.10** Employees are entitled to a 5 minutes paid break for each completed hour worked. For the purposes of calculating the length of the paid break, 45 minutes of the last hour of a shift counts as one completed hour.
- 17.10.1** Where reasonably practicable, employees will use their paid and unpaid breaks under this clause for toilet visits and refreshments. Time taken for toilet visits and refreshments shall not count against paid or unpaid break time, unless occurring during a defined paid or unpaid break.
- 17.10.2** As far as possible such break(s) should be taken by employees in such a way as to fit in with continued work requirements, minimise disruption of work and be fully mindful of the requirements of the business.
- 17.10.3** If there are in place established rest break arrangements in a workplace which on average over the day exceed the above scale, those rest break arrangements shall continue to operate at that workplace, unless changed by agreement between the employer and employees.

Allocating work

- 17.11.1** Subject to an employer's genuine operational requirements (including but not limited to the obligations of the employer to provide continuing work to regular and ongoing quarterly employees), priority will be given to casual employees who have worked, or been available to work, on a regular and systematic basis over the previous twelve (12) months.
- 17.11.2** Subject to 17.11.1, when allocating work the employer shall take into account (not in order of priority):
- 17.11.2(a)** availability;
 - 17.11.2(b)** relative merit (including factors such as expertise, experience and performance);
 - 17.11.2(c)** the need to develop the skills of the work team; and
 - 17.11.2(d)** length of service.

The employer shall provide information to employees and the NUW upon request, as to how work is allocated with reference to clauses 17.11.1 and 17.11.2.

- 17.11.3** Any dispute in relation to the application of this clause shall be dealt with as far as practicable with expedition through the dispute settlement procedure of this Agreement.
- 17.12** Where practicable, the employer shall provide 48 hours notice of the roster/allocation of interviewing work. Further, within twelve months of commencement of this Agreement, the employer shall review their rostering arrangements with a view to providing greater notice of the roster to employees. An employee who is unable to complete a shift for which they have been booked and confirmed should give as much notice as possible if they become unavailable to complete the shift.
- 17.13** It is expected that, under ordinary circumstances, employers will seek to provide (at least) weekly rosters to casual employees (and not systematically offer regular casual shifts with less than 24 hours' notice). Given the nature of the industry it is accepted that certain shifts will have to be offered with minimal notice.
- 17.14** Employees conducting interviews whilst travelling on public transport should, as far as practicable, be provided with a transport route that is cognisant of the need to use appropriate amenities and, where applicable, to purchase a meal.
- 17.15** No casual employee shall be directed to finish a shift early solely on the basis that their performance is below expected performance standards. This clause does not:
- (a) prevent employees' finish times being staggered based on genuine operational requirements, including but not limited to the management of available telephone sample and interview quotas;
 - (b) apply where an employee's work performance is substantially below that of other employees on the same shift performing comparable work.

(c) prevent an employer sending an employee home from a shift if that employee appears incapable of performing their duties to a reasonable standard, including but not limited to where the employee appears to be under the influence of drugs or alcohol.

17.16 Where an employer becomes aware that there will be a significant reduction in the casual work they are able to offer casual employees, the employer shall take reasonable steps to communicate this to employees who are likely to be materially affected, and where possible this communication shall detail the likely duration of the reduction in available work.

18. OUT-OF-HOURS PENALTY

18.1 In addition to the ordinary rates of pay set out in clause 8, an Out-Of-Hours Penalty shall be paid to all employees for each ordinary hour of work as follows:

18.2 In addition to the ordinary rates of pay set out in clause 8, an Out-Of-Hours Penalty shall be paid to all employees for each ordinary hour of work to be increased annually.

Out-of-hours penalty	
On a Public Holiday (as set out in clause 21 of this Agreement))	\$13.71 per hour
On any day between midnight and 8.00am	\$6.85 per hour
On Sunday between 9.00pm and midnight	\$6.85 per our

These amounts shall be increased as follows:-

From 1 January 2014: 2.6%.

From 1 January 2015: Australian CPI for the year ending 30 September 2014.

From 1 January 2016: Australian CPI for the year ending 30 September 2015.

18.3 The Out-Of-Hours Penalty rate only applies to ordinary hours of work performed on a public holiday (as set out in clause 21), on any day between midnight and 8.00am and on Sunday between 9 pm and midnight. Work performed outside of these times does not attract a penalty rate, subject to clause 19 – Overtime.

Time Off in Lieu

18.4 Where agreement is reached between the employer and the employee, the employer may grant time off in lieu of payments prescribed in this clause.

19. OVERTIME

19.1 Overtime shall be regarded as all time worked in excess of a regular or ongoing quarterly employee's total ordinary hours guaranteed for the work cycle. For each hour of overtime worked a regular or ongoing quarterly employee shall be paid the equivalent of the regular ordinary hourly wage set out in clause 8 of this Agreement plus \$6.28.

19.2 Where agreement is reached between the employer and the employee, the employer may grant time off in lieu of payment prescribed in this clause.

19.3 A casual employee shall be paid overtime at the rate of their ordinary hourly wage rate set out in clause 8 of this Agreement plus \$6.28 for each hour worked in excess of twelve hours in a day.

19.4 Any casual employee directed to work in excess of eight hours in one shift, or beyond the stated finish time of a shift, shall be paid the overtime rate in clause 19.1 of this Agreement for those additional hours worked. This clause shall not apply where a worker voluntarily accepts a shift longer than 8 hours.

20 These amounts shall be increased as follows:-

From 1 January 2014: 2.6%.

From 1 January 2015: Australian CPI for the year ending 30 September 2014.

From 1 January 2016: Australian CPI for the year ending 30 September 2015.

20.2

PART 4 - LEAVE

20. LONG SERVICE LEAVE

20.1 Basic leave entitlement

20.1.1 All regular, ongoing quarterly and regular and systematic casual employees have the following entitlements to long service leave, which shall be paid out in full if their employment is terminated:

20.1.1(a) Employees working in Victoria, New South Wales, Queensland and Western Australia are entitled to 8.667 weeks' leave on ordinary pay after each period of 10 years' continuous service.

20.1.1(b) Employees working in South Australia or the Northern Territory are entitled to 13 weeks' leave on ordinary pay after each period of 10 years' continuous service.

20.1.1(c) Employees working in the Australian Capital Territory shall receive 6.066 weeks' leave on ordinary pay after each period of 7 years' continuous service.

20.1.1(d) Employees working in Tasmania shall receive two months' leave on ordinary pay after each period of ten years' continuous service.

20.1.2 Where the employment is terminated by the employer (other than for serious and wilful misconduct) pro rata leave shall be available after 5 years. In Victoria, if an employee is terminated for serious and wilful misconduct after 7 years' continuous service, pro rata leave shall be available.

20.1.3 Where the employee resigns due to reaching the minimum retirement age, dies or resigns due to illness or incapacity or a domestic or other pressing necessity, pro rata leave should be available after 5 years. Where the employee resigns for another reason in Victoria, Western Australia and South Australia, they shall receive pro-rata leave after 7 years' continuous service.

20.2 Additional leave after initial leave entitlement

20.2.1 After the initial qualifying period, employees shall have the further entitlements to long service leave:

20.2.1(a) Employees working in Queensland, Victoria, Tasmania, Western Australia, the Australian Capital Territory and New South Wales are entitled to 4.333 weeks' leave on ordinary pay for each additional five years of continuous service.

20.2.2(b) Employees working in South Australia and the Northern Territory are entitled to 1.3 weeks leave on ordinary pay for each additional year of continuous service.

20.2.2 Employees will receive pro rata entitlement for earlier termination.

20.3 What counts as service

- 20.3.1** Service which is counted as part of the employment period for calculating long service leave includes mainly the period of actual employment.
- 20.3.2** This employment includes work directly with the current employer or with any related companies, including companies from which or to which the business is transmitted. If employment is interrupted due to transmission of the business, the whole period shall count as service.
- 20.3.3** The following periods of absence from work shall also count as service for long service leave entitlement purposes:
- 20.3.3(a)** if the employer interrupts work or terminates the employment, then the whole period shall be counted (including the time of interruption or termination) provided that:
- 20.3.3(a)(i)** the employer's intention was to avoid leave obligations; or
- 20.3.3(a)(ii)** reinstatement of the employee is ordered;
- 20.3.3(b)** absences from work on paid leave, any leave in accordance with the contract of service or on leave granted by the employer (apart from parental leave or leave granted where there is a prior written agreement to not include such leave); and
- 20.3.3(c)** absences due to public holidays or annual leave or long service leave.

20.4 Continuity of service

- 20.4.1** None of the periods of absence which are counted as service for long service leave calculation purposes (as set out in clause 20.3) shall be regarded as breaking the continuity of service.
- 20.4.2** In addition, the following absences from work shall also not be regarded as breaking the continuity of service (although they are not necessarily included in the period of service for calculating long service leave):
- 20.4.2(a)** any absence caused by the employer if the employee is re- employed by the same employer (or an employer to whom the business is transmitted) within three months;
- 20.4.2(b)** any leave authorised by the Agreement or contract of service, including parental leave, or leave agreed with the employer;
- 20.4.2(c)** absence arising directly or indirectly from an industrial dispute (including where the employer stands down the employee) and the employee returns to work in accordance with the terms of settlement of the dispute; and
- 20.4.2(d)** absence on account of injury arising out of or in the course of employment.

20.5 Rate of payment during long service leave

- 20.5.1** The rate of payment shall be the ordinary time rates that the employee would have received if they were performing the ordinary hours of work applying to the employee at the time that the long service leave is taken.
- 20.5.2** The rate of pay to be used for calculating pay during long service leave shall be the employee's ordinary rate of pay (without overtime or penalties) at the time that the long service leave is taken; provided that:
- 20.5.2(a)** if the employee's ordinary rate of pay at the time that the long service leave is taken varies, then leave payment shall be based on the employee's average rate of pay during the previous twelve months, or previous 5 years, whichever is more favourable to the employee; and

20.5.2(b) if the employee is remunerated on a commission basis, then leave payment shall be based on the actual weekly rate of pay averaged over the previous twelve months, or previous 5 years, whichever is more favourable to the employee.

20.5.3 The ordinary hours of work to be used for calculating the period of long service leave entitlement shall be the employee's ordinary hours at the time that the long service leave is taken. If the employee's ordinary hours at the time that the long service leave is taken vary, then leave payment shall be based on the employee's average number of hours actually worked during the previous twelve months.

20.6 Timing of leave

20.6.1 The taking of long service leave may be deferred or taken in advance by agreement between the employer and the employee. Payment in lieu of taking leave is prohibited.

20.6.2 If a period of annual leave occurs during a period when long service leave is being taken, then the long service leave is interrupted for the period of annual leave.

20.6.3 Long service leave shall be taken in one continuous period, provided that by agreement between the employer and the employee the leave may be taken in such separate periods as are agreed.

21. PUBLIC HOLIDAYS

21.1 Prescribed public holidays

A regular employee shall be entitled to holidays on the following days without deduction of pay:

21.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

21.1.2 the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day.

21.2.1 When Christmas Day is Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

21.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

21.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

21.3 Additional public holidays

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 21.1 and 21.2 above, those days shall constitute additional holidays for the purpose of this Agreement.

21.4 Substitute holidays

21.4.1 An employer, with agreement of the union, may substitute another day for any prescribed in this clause.

21.4.2 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

21.4.2(a) An agreement pursuant to clause 21.4.1 shall be recorded in writing and be available to every affected employee.

- 21.4.2(b)** The union shall be informed of an agreement pursuant to clause 21.4.1 and may within seven days refuse to accept it. The union will not unreasonably refuse to accept the agreement.
- 21.4.2(c)** If the union, pursuant to clause 21.4.2(b), refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the union.
- 21.4.2(d)** If no resolution is achieved pursuant to clause 21.4.2(c), the employer may apply to Fair Work Australia for approval of the agreement reached with their employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the employer and union an opportunity to be heard, Fair Work Australia will determine the application.
- 21.5** All employees who work on a public holiday listed in this clause shall be paid for such work at the rate set out in clause 18 of this Agreement.

22. ANNUAL LEAVE

- 22.1** Every regular full-time employee shall at the end of each year of employment become entitled to:
- 22.1.1** Annual leave of 152 hours at the employee's ordinary time earnings;
- 22.1.2** Plus a loading of 17.5 per cent of the appropriate rates prescribed in clause 8 for each of the four weeks up to a maximum total payment equivalent to one week of Average Weekly Earnings.
- 22.1.3** Pro-rata entitlements shall apply to part-time employees.
- 22.2** The annual leave shall be given and taken:
- 22.2.1** In four consecutive weeks or, if the employee and the employer agree, in such separate periods as are agreed; and
- 22.2.2** Before the expiration of six months after the leave right accrues, provided that leave may be deferred in whole or part by agreement between the employee and the employer.
- 22.3** If the employer and the employee agree, the annual leave may be taken in whole or in part in advance before the employee has become entitled to the annual leave. In such circumstances accrual of further annual leave entitlements shall not commence until after the expiration of the year of employment in respect of which annual leave has been partly or wholly taken.
- 22.4** The employer must:
- 22.4.1** Give each employee at least seven days' notice of the date from which annual leave shall be taken;
- 22.4.2** Pay the pay and loading entitlements for the leave period in advance to each employee before the employee's leave commences.
- 22.5** Where any public holiday for which the employee is entitled to payment occurs during a period of annual leave, the period of leave shall be increased by one day in respect of that holiday.
- 22.6** Payment shall not be made by the employer to any regular employee in lieu of any annual leave entitlement, nor shall such payment be accepted by the employee; provided that where employment is terminated the employer shall:
- 22.6.1** Pay to the employee all outstanding leave entitlements and pro-rata payments for the partially completed current year;
- 22.6.2** Be entitled to make a deduction from any outstanding monies for any leave taken in advance of a period of uncompleted employment.

22.7 A year of employment shall be deemed to be unbroken notwithstanding:

22.7.1 Any annual or long service leave, personal or accident leave not exceeding fourteen days or work interruption brought about by the company - in such circumstances the periods shall be counted as part of the year of employment;

22.7.2 Any other leave which is granted, imposed or agreed to by the employer, or any other absence not involving termination of employment - in such circumstances the period shall not be counted as part of the year of employment.

23. JURY SERVICE

23.1 An employee who has been summoned for jury service and who has attended court is entitled to be reimbursed by their employer an amount equal to the difference between the amount of remuneration paid by the court for jury service and the amount of wages that the employee could reasonably expect to have received from the employer as wages for ordinary working time for that period had the employee not been performing jury service.

23.2 The employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service.

23.3 The employee shall give the employer proof of jury attendance, the duration of such attendance, and the amount received in respect of such jury service.

24. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

The provisions of this clause also apply to an ongoing quarterly employee who has specifically agreed with their employer as per clause 8.5 of this Agreement to be paid the regular employee ordinary hourly pay rate plus the same leave entitlements that apply to regular employees instead of receiving a 12.5% loading.

24.1 Amount of paid personal leave

24.1.1 Paid personal leave will be available to an employee when they are absent due to:

personal illness or injury (sick leave); or

for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

because of bereavement on the death of an immediate family or household member (bereavement leave).

24.1.2 A full time permanent employee shall be entitled to 76 hours of personal leave per year.

24.2 Immediate family or household

24.2.1 The entitlement to use personal leave for the purposes of carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

24.2.1(a) a member of the employee's immediate family; or

24.2.1(b) a member of the employee's household.

24.2.2 The term **immediate family** includes:

24.2.2(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse also includes a person who lives with the employee as his or her partner on a bona fide domestic basis;

24.2.2(b) child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent, foster parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

24.3 Sick leave

24.3.1 Entitlement

24.3.1(a) The amount of personal leave an employee may take as sick leave depends on how long he or she has worked for the employer and accrues as follows:

24.3.1(a)(i) an employee is entitled during their first year to use 0.73 hours per week (i.e. 38 hours per year) of the current year's personal leave entitlement as sick leave for each complete week of service.

24.3.1(a)(ii) an employee is entitled to 60.8 hours of the current year's personal leave entitlement as sick leave in the second and subsequent years of service.

24.3.1(b) An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

24.3.2 Notification and proof of sickness

To be entitled to sick leave pay an employee must produce or forward within 48 hours of the commencement of such absence, evidence satisfactory to the employer that his or her non-attendance was due to personal ill health or accident necessitating such absence (including provisions of a medical certificate if required by the employer).

24.4 Bereavement leave

24.4.1 Paid leave entitlement

An employee is entitled to use up to 15.2 hours personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household dies.

24.4.2 Unpaid leave entitlement

Where an employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to up to three days unpaid bereavement leave.

24.4.3 Evidence supporting claim

Proof of such death shall be furnished by the employee to the satisfaction of his or her employer.

24.4.4 This clause shall have no operation while the period of entitlement to bereavement leave under it coincides with any other period of entitlement to leave.

24.5 Carer's leave

24.5.1 Paid leave entitlement

24.5.1(a) An employee is entitled to use up to 38 hours personal leave in the first year of service and up to 60.8 hours personal leave in the second and subsequent years of service to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned.

24.5.1(b) An employee is entitled to use accumulated personal leave for the purposes of carer's leave if the current year's carer's leave entitlement has been exhausted.

24.5.2 Notice required

The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

24.5.3 Evidence supporting claims

The employee shall, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

24.5.4 Unpaid leave

An employee may take unpaid carer's leave by agreement with the employer.

25. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

25.1 Definitions

25.1.1 For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

25.1.2 Subject to 25.1.3, in this clause, **spouse** includes a de facto or former spouse.

25.1.3 In relation to 25.5, spouse includes a de facto spouse but does not include a former spouse.

25.2 Basic entitlement

- 25.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 25.2.2** Subject to 25.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 25.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
- 25.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

25.3 Maternity leave

- 25.3.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 25.3.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
- 25.3.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 25.3.2** When the employee gives notice under 25.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 25.3.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 25.3.4** Subject to 25.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 25.3.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 25.3.6 Special maternity leave**
- 25.3.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 25.3.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave
- 25.3.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

25.3.7 Where leave is granted under 25.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

25.4 Paternity leave

25.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

25.4.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

25.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

25.4.1(c) a statutory declaration stating:

25.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

25.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

25.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

25.4.2 The employee will not be in breach of 25.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

25.5 Adoption leave

25.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

25.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

25.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

25.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

25.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

25.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

25.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

25.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

25.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

25.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

25.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

25.8 Transfer to a safe job

25.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

25.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

25.9 Returning to work after a period of parental leave

25.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

25.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 25.8, the employee will be entitled to return to the position they held immediately before such transfer.

25.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

25.10 Replacement employees

25.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

25.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

25.11 Effect of parental leave on employment

Subject to this clause, notwithstanding any award or other provision to the contrary, absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

PART 5 - OCCUPATIONAL HEALTH AND SAFETY

26. ACCIDENT PAY

- 26.1** The employer shall each pay period provide an injured regular employee with Accident Pay, being the employee's ordinary earnings for the pay period less the amount of payments or compensation paid to the employee under the relevant Accident Compensation legislation provided that such Accident Pay:
- 26.1.1** Shall be limited to the period of incapacity or 39 weeks, whichever is lesser; and
- 26.1.2** Shall not apply for the first five ordinary working days lost because of incapacity, or to any period after a lump sum is received in redemption of weekly payments.
- 26.2** Termination of employment for any reason during a period of incapacity shall in no way affect the employer's liability to pay Accident Pay.
- 26.3** If an employee suffers injury or illness necessitating return to the employee's usual place of residence or to a hospital or other place to receive medical care, the travel expenses actually incurred shall be borne by the employer.
- 26.4** The employer shall provide employees in Victoria with journey injury insurance cover with benefits not less than those provided in the journey injury insurance scheme (including transport accident make-up) underwritten by MMI General Insurance Ltd.

26A. OCCUPATIONAL HEALTH AND SAFETY

- 26A.1** Employers shall comply with their health and safety obligations, with particular regard to employees using terminal and other electronic equipment.
- 26A.2** AMSRO is committed to holding discussions with the NUW and market research employees with a view to formulating guidelines on occupational health and safety for the market research industry. Initial OHS meetings shall be held in either Melbourne or Sydney within six months of the date of certification of this Agreement. Five (5) employer delegates from AMSRO and five (5) NUW employee delegates shall be entitled to attend each meeting. In addition an NUW official and an industrial representative of AMSRO shall also be entitled to attend. Subsequent OHS meetings shall be held each six months alternating between Melbourne and Sydney for the nominal life of the Agreement with AMSRO to provide dates so as to coincide, where possible, with quarterly AMSRO Committee meetings in Victoria and NSW. The NUW delegates (where employed by AMSRO members) will be paid at their normal hourly work rate for time attending these OHS meetings.
- 26A.3** AMSRO is committed to, by 1 January 2014, establishing an industry wide register of suppliers. The intent of the register is to enable all AMSRO members to provide details of their preferred suppliers so that all AMSRO members' companies can benefit from this knowledge. This register shall be held by AMSRO.
- 26A.4** In accordance with the relevant legislative requirements, employees, or at their request an employee representative including the NUW, have the right to negotiate with an employer in relation to the appointment of Health & Safety Representatives (HSRs) and the formation of Occupational Health and Safety Committees at their workplace.
- 26A.5** The joint Occupational Health and Safety Committee outlined above in clause 26A.2 will also investigate ways to reduce carbon emissions in the industry.
- 26A.6** It is recognised by the parties that, as part of an employer's statutory obligations to provide a safe workplace and to pursue safe work practices, interviewers should be provided with:
- A maximum of two pairs of personal foam headset covers per year, along with a secure place to store the covers on site, and/or
 - Telegenes, or similar antiseptic/antibacterial products to clean and sanitise headsets.

- 26A.7** It is expected that, under ordinary circumstances and as part of providing a safe and healthy workplace, employers would provide employees with:
- Amenities including a fridge, boiling water and cool drinking water of reasonable quality; and
 - Tea, coffee, sugar and milk.

PART 6 - CONSULTATION AND DISPUTE RESOLUTION

27. INTRODUCTION OF CHANGE

27.1 Employer's duty to notify

27.1.1 Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure, or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the NUW.

27.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours or work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect. Introduction of an Autodial telephone system shall be deemed to be a major change for the purposes of this clause.

27.2 Employer's duty to discuss change

27.2.1 The employer shall discuss with the employees affected and the NUW, inter alia, the introduction of the changes referred to in sub clause 27.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the NUW in relation to the changes.

27.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub clause 27.1.

27.2.3 For the purposes of such discussions, the employer shall provide in writing to the employees concerned and the NUW, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The employer shall not be required to disclose confidential information and disclosure of which would be inimical to the employer's interests.

27.2.4 A nominated employee representative may be involved in any of the above steps.

28. DISPUTES PROCEDURE

28.1 Any dispute or claim (whether any such dispute or claim arises out of the operation of this Agreement or not) as to the wages or conditions of employment of any of the employees covered by this Agreement, including a claim that the Agreement or the NES (excluding subsections 65(5) or 76(4)) has been breached, or as to the relationship between an employer and the NUW, shall be settled in the following manner:

28.1.1 The aggrieved employee and the employee's supervisor shall first discuss the matter.

28.1.2 If settlement is not reached the matter shall be discussed between the delegate and the site manager or other appropriate officer of the employer.

- 28.1.3** If not settled the matter shall then be discussed between the union organiser and the appropriate representative employer.
- 28.1.4** If local discussions are unsuccessful or if either party desires to discuss the matter immediately at a higher level, discussions may be held between the NUW State and/or National Office representatives and the employer representatives, including if necessary the Association of Market and Social Research Organisations (AMSRO).
- 28.1.5** If the matter is still not settled then it shall be submitted to a member of Fair Work Australia for conciliation and if necessary arbitration, whose decision shall, subject to any rights of appeal, be final and accepted by the parties.
- 28.1.6** Without prejudice to either party, and except where a bona fide safety issue is involved, work shall continue in accordance with this Agreement while matters are negotiated in good faith.
- 28.1.7** If arbitration is necessary the parties agree that Fair Work Australia shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 28.1.8** A nominated employee representative may be involved in any of the above steps.

28.2 Anti-Discrimination

It is the intention of the parties to the to achieve the principal object in s.3(e) of the *Fair Work Act 2009* (Cth) by enabling fairness and representation at work, and the prevention of discrimination, by recognising the right to freedom of association and the right to be represented as well as protecting against unfair treatment and discrimination.

Accordingly, in fulfilling their obligations under the disputes procedure, the Employer, the employees and the Union must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.

29. CONSULTATIVE ARRANGEMENTS

- 29.1** The parties agree that consultative arrangements between the employer, employees and the NUW to discuss local matters affecting employees are desirable.
- 29.2** As part of this process, the employer and the NUW may agree to set up consultative arrangements at a work site to facilitate local discussions between representatives of management and the NUW relating to the effective operation of this Agreement at that work site (including, but not limited to, matters such as hours of work, amenities and equipment).
- 29.3** The NUW acknowledges the right of market research employers to collect and utilise data on employee performance and to monitor terminals equipment for this purpose. AMSRO also acknowledges the NUW's concern to protect the rights of employees in relation to the use of data derived from terminal monitoring where it affects the private rights of employees.

PART 7 – TERMINATION OF EMPLOYMENT

30. REDUNDANCY – REGULAR AND ONGOING QUARTERLY EMPLOYEES

The provisions of this clause relate only to regular and ongoing quarterly employees.

30.1 Discussions before termination

30.1.1 Where an employer has made a definite decision that the employer no longer wishes the jobs that two or more the employees have been doing be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the NUW.

30.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of clause 30.1.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

30.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the NUW, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that an employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

30.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 30.1.1, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

30.3 Severance pay

30.3.1 In addition to the period of notice prescribed for ordinary termination in clause 30.1, an employee whose employment is terminated for reasons set out in clause 30.1.1, other than an employee of a small employer(defined as an employer who employs fewer than 15 employees) shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 yeas	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

30.3.2 An employee of a small employer (defined as an employer who employs fewer than 15 employees) whose employment is terminated for reasons sets out in clause 30.1.1 shall be entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

30.3.3 In relation to an employee who has been converted from casual employment under clause 7.6 of this Agreement to a regular or ongoing quarterly employee, the “period of continuous service” of the employee includes the period of continuous service as a casual employee prior to conversion.

30.3.4 Week's pay means the ordinary time rate of pay for the employee concerned.

30.3.5 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

30.4 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 30.1.1 may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

30.5 Alternative employment

The provisions of sub-clause 30.3 above are not applicable where the employer makes or obtains an offer of alternative employment to the employee in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of the employee's original position is made redundant.

30.6 Time off during notice period

30.6.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

30.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

30.6.3 For this purpose a statutory declaration will be sufficient.

30.7 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 30.1.1, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

30.8 Transmission of business

30.8.1 Where a business is before or after the date of this Agreement, transmitted from an employer (in this clause called the transmitter) to another employer (in this clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

30.8.1(a) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

30.8.1(b) The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

30.8.2 In this clause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

30.9 Employees with less than one year's service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

30.10 Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

31. REDUNDANCY – CASUAL EMPLOYEES

31.1 This clause shall apply to a casual employee who:

31.1.1 is terminated by the employer on the grounds of redundancy due to an operational restructure of a work site or work group by the employer and who is not offered acceptable alternative employment. Provided that this clause does not apply to termination due to an increase or decrease in work or the customary turnover of labour; and

31.1.2 at the time of termination has been engaged by the employer:

- for a sequence of periods of employment under this Agreement during a period of at least two years on a regular and systematic basis; and
- for at least 456 hours in the last twelve months.

31.2 Where a casual employee covered by clause 31.1 is so terminated the employee shall be entitled to five (5) weeks notice or pay in lieu and eight (8) weeks severance payment.

31.3 If there are in place established redundancy arrangements for casuals at a particular workplace that are better than those in this clause, those redundancy arrangements shall continue to operate at that workplace.

32. TERMINATION OF EMPLOYMENT - REGULAR AND ONGOING QUARTERLY EMPLOYEES

32.1 Notice of termination by employer

32.1.1 In order to terminate the employment of an employee the employer shall give the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

32.1.2 In addition to the notice in clause 32.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks notice.

32.1.3 Payment in lieu of the notice prescribed in clause 32.1.1 and/or 32.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

32.1.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employment not been terminated shall be used.

32.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justified instant dismissal, including malingering, inefficiency, dishonesty, misconduct, or neglect of duty, or for absence from work without reasonable cause, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

32.2 Time off during the period of notice

Where an employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. Time off shall be taken at times that are convenient to the employee after consultation with the employer.

32.3 Statement of employment

The employer shall, upon receipt of a request from an employee who has been given notice of termination of employment, provide to that employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

32.4 Notice of termination by employees

32.4.1 The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

32.4.2 If an employee fails to give notice or complete the notice period the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice either required or not completed.

32.4.3 Where an employee has given or been given notice as aforesaid or payment made in lieu of the prescribed notice, unless otherwise agreed between the employer and the employee, the employee shall continue in employment until the date of expiration of such notice. An employee having been given notice as aforesaid who absents them self from work during such period without reasonable cause (with the onus of proof being on the employee) shall be deemed to have abandoned their employment and shall not be entitled to payment for work done within such period of notice.

32.5 Summary dismissal

Notwithstanding the provisions of clause 32.1.1, the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only. A regular or ongoing quarterly employee may be dismissed by an accredited representative of the employer, without the notice and entitlements specified under this Agreement, in either of the following circumstances:

- 32.5.1** Where there is serious negligence, misconduct or breach of contract justifying instant dismissal; or
- 32.5.2** Where within the course of a year there is a course of continuing unsatisfactory performance or conduct. Evidence of this shall be that the employee, within the immediately prior twelve months, has received at least two written warnings that performance or conduct need to be improved in a specific way within stated time periods, with a copy of the warnings being included on the employee's personal file, and again has unsatisfactory performance or conduct.

32.6 Unfair dismissals

- 32.6.1** Termination of employment by an employer shall not be harsh, unjust or unreasonable.
- 32.6.2** For the purposes of this clause, termination of employment shall include terminations with or without notice.
- 32.6.3** Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.
- 32.6.4** This clause does not confer an entitlement or remedy in relation to a termination of a particular employee's employment that is unfair (however described) before that employee has completed a period of employment of at least the minimum employment period if that employee would be protected from unfair dismissal under Part 3-2 of the Fair Work Act after completing a period of employment of at least the minimum employment period.

PART 8 - TRAINING

33. TRAINING

- 33.1** An employer who requires an employee to undertake any course of training shall pay all the fees and expenses of such courses or training.
- 33.2** The employer shall participate in the Interviewer Quality Control Australia (IQCA) quality standards program or equivalent ISO program endorsed by AMSRO and contribute proportionately to the administrative costs as required by AMSRO.
- 33.3** Employees shall comply with all the requirements of the employer, which are related to participation in the quality standards and training program.
- 33.4** The employer shall review the training and experience of Supervisors to ensure each Supervisor has awareness of quality requirements, the Australian Market and Social Research Society (AMSRS) Supervisor Manual, Privacy legislation and conflict resolution (including how to apply the dispute resolution procedure in this Agreement) as they affect the role of the Supervisor. Further, AMSRO will consult with the NUW in developing an accredited front line management training course for supervisors and team leaders. An initial training course should be run in both Melbourne and Sydney, and be completed by 1 January 2015.

PART 9 - AGREEMENT COMPLIANCE AND MACHINERY MATTERS

34. REPRESENTATION AND COMMUNICATION WITH EMPLOYEES

34.1 Any accredited representative of the NUW may enter an employer's premises for the following purposes:

- Inductions of new employees or casual workers;
- Distributing written information to employees (including during employees' shifts); and
- Involvement under the disputes procedure of this Agreement.

These purposes are separate from right of entry under the Act to investigate suspected contraventions or to hold discussions.

34.2 Provided that:

34.2.1 The authority shall be produced to a company manager and, if reasonably practicable, this shall be done before interviewing employees;

34.2.2 As far as practicable, employees shall be interviewed during meal time or non-working hours, provided that up to two hours of paid time per year shall be allowed for employees to attend authorised NUW meetings at the employer's premises;

34.2.3 Interviews held during working hours shall be carried out expeditiously and with as little interference with work as possible;

34.2.4 The representative shall treat managers, supervisors and other employees with respect; and

34.2.5 The representative shall not be offensive in the methods used.

34.3 If a condition set out in clause 34.2 is breached, the company may refuse or withdraw the right of entry.

35. NOTICE BOARD

The employer shall cause a notice board of reasonable dimensions to be erected in a prominent place on the employer's premises accessible to employees for the purpose of posting any notice in connection with this agreement or other matters related to the employment of the employees which the union may require to have posted.

35A PROMOTION OF UNION MEMBERSHIP

35A.1 It is agreed that the NUW and the employer are to encourage union membership amongst the employees that are covered by this agreement. It is recognised that there are benefits to the parties and to the market research industry generally from having an effective, representative body to speak on behalf of market and social research employees in relation to employment and workplace relations matters and to participate in implementing this Agreement.

35A.2 The NUW will:

35A.2.1 as far as possible speak to new employees on their first day of training to explain the benefits of NUW membership; and

35A.2.2 as far as possible keep a local employee representative (union delegate) informed of developments of relevance to market and social research employees. If there is no local employee representative information can be supplied to management for distribution.

35A.3 Each employer will:

- 35A.3.1** ensure that, whenever the opportunity arises, Company managers and supervisors verbally reinforce support of employees joining the NUW should the employee wish to; and
- 35A.3.2** advertise any union meetings scheduled for their Company, and encourage those who are interested to attend.

36. NUW DELEGATES

- 36.1** An employee appointed as NUW Delegate, shall upon notification thereof to the employer by an official of the NUW, be recognised as the accredited local representative of the NUW. The remainder of this clause deals with the rights of the local union delegate in the workplace; paid benefits for the local union delegate; and work responsibilities of an employee (who is also local union delegate) whilst they are working as an employee.

Rights of Local NUW Delegate

- 36.2** It is accepted that the local NUW delegate has a role to perform under this Agreement including assisting in the resolution of workplace disputes, and as such:
- 36.2.1** shall not suffer discrimination in their employment due to performing their role as local union delegate;
- 36.2.2** shall be treated by managers, supervisors and other employees with proper respect;
- 36.2.3** represents union members in their workplace on matters arising under this Agreement or the employment relationship on which members wish to be so represented;
- 36.2.4** shall be kept informed by the employer of developments of relevance to market research employees, including reasonable information about the workplace and the business arising under this Agreement or the employment relationship; and
- 36.2.5** shall be entitled to place information on the notice board in the workplace (as per clause 35 of this Agreement)

Paid Benefits for Local NUW Delegate

- 36.3** In order to facilitate the operation of this Agreement and/or to ensure its observance, the local NUW delegate shall be entitled to:
- 36.3.1** paid time to attend accredited union education (as per Agreement clause 37) per year;
- 36.3.2** paid time to attend authorised union meetings at the employer's premises for up to 2 hours per year (as per Agreement clause 34.1.2) and to utilise this paid time for other meetings, dispute resolution and other union delegate purposes in accordance with this Agreement;
- 36.3.3** paid time of 15 minutes at induction sessions to speak to new employees for the purposes of introducing and explaining this Agreement. The employer shall as far as practicable notify the local NUW delegate in the company of the names and probable times of next work commencement of new starters to facilitate this occurring. In the event that the NUW is not informed of the induction through the agreed communication channels between the company and NUW, paid time of 15 minutes to speak to new employees will be scheduled at the next earliest agreed time. If an NUW representative is unavailable to attend an induction the company shall make reasonable efforts to allow an NUW representative 15 minutes of paid time to speak to new starters at a later date.
- 36.3.4** paid time in the form of a 'pool' of an additional six hours per year to be used by the delegates at the site for on site and off site union business; and
- 36.3.5** access to equipment at the employer's premises as follows:
- lockable cabinet/filing space shall be provided by the employer if needed by the delegate for their role as a delegate;

- the delegate is to have access to reasonable photocopying (this includes that each piece of material is to be copied on the basis of no more than one copy per employee, and permission as to a suitable time to conduct the copying is to be sought in advance of copying); and
- the delegate is able to make a reasonable amount of telephone calls to union members in relation to matters arising under the Agreement or the employment relationship, providing that the delegate is only ringing local landlines and not mobiles. The employer is to provide privacy for the delegate to conduct such calls and the delegate must seek permission as to a suitable time and location to conduct the telephoning in advance of telephoning.

Employee Responsibilities

36.4 An employee who is the local union delegate shall:

36.4.1 devote themselves to their work as an employee during their paid work time;

36.4.2 treat managers, supervisors and other employees with proper respect; and

36.4.3 when performing their role as a union delegate this shall as far as possible fit in with continued work requirements and minimise disruption of work. This includes as far as possible performing their role as a union delegate before or after working time. Where this cannot be done the employee shall notify the Supervisor or Team Leader before doing union activity, shall sign off during the time of such activity and shall avoid interruptions of work of other employees. Wages for such time may be met from the paid time referred to in clause 36.3.

37. PAID UNION/TRAINING LEAVE

37.1 Subject to clause 37.2, an eligible employee representative, including a union delegate elected pursuant to clause 36 - NUW Delegates, will be entitled to, and the employer will grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure in this Agreement and its interaction with the *Fair Work Act 2009* (Cth).

37.2 The employer will not be required in any calendar year to provide paid training leave under either clause 36 or this clause 37 across the whole workforce of that employer in excess of:

- a total of 20 days' leave;
- leave for the lesser of five employees nationally or three employees in any one state or territory.

37.3 The granting of leave, pursuant to this clause, will be subject to:

(a) the employee or the union giving not less than 10 working days' written notice of the intention to attend such course, or such lesser period of notice as may be agreed by the employer. Such written notice must include the nature, content and duration of the course to be attended; and

(b) the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. An employer shall not use this sub clause to avoid an obligation under this clause.

37.5 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

37.6 Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings. For the purpose of the sub clause ordinary time earnings for an employee means the classification rate, any over Agreement payment, superannuation and shift loading which otherwise would have been payable.

- 37.7** All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the NUW.
- 37.8** An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave, unless the employee would otherwise have been entitled to payment under clause 24 – Personal/carer’s leave and compassionate leave.
- 37.9** An employee granted leave pursuant to this clause shall upon request, inform the employer of the nature of the course attended and their observations on it.
- 37.10** In the event a scheduled rostered day off falls within a period of leave approved pursuant to the clause, no alternative day of leave shall be substituted instead.

38. MEMBERSHIP DEDUCTIONS

- 38.1** Where written authority is provided by the employee, the employer will deduct union membership fees from the employee’s wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals. The employee authorises the employer to deduct fees when the employee completes a NUW membership card authorising payroll deductions.
- 38.2** Where the employee authorises the employer to do so the employer shall send to the NUW, within 7 days of receiving such authority, such of the employees details as are necessary to permit the establishment of a direct debit arrangement for the payment of the employee's union fees. These details will include but are not limited to the employee's BSB and account numbers.

39. COPY OF AGREEMENT

A copy of this Agreement with all variations thereof shall be displayed in a prominent place on the employer's premises accessible to employees. Each employee shall be supplied with a copy of this Agreement on request.

40. NO EXTRA CLAIMS

This Agreement is in full settlement of all claims and during the operation of this Agreement no additional claims are to be made relating to the period of operation of this Agreement (including matters covered by the Agreement or otherwise). The nominal expiry date of 30 September 2016 has been agreed to on the basis that any future increases to pay rates or improvements to conditions, which increase costs (other than those provided for by this Agreement) do not apply before 1 January 2017.

The exception to this provision is that guidelines are to be formulated on occupational safety and health standards in the market research industry, as per clause 26A of this Agreement.

41. AUSTRALIAN WORKPLACE AGREEMENTS

The employer will not employ persons covered by this agreement under the terms of an Australian Workplace Agreement.

42. WORKPLACE FLEXIBILITY

The terms of the Agreement identified below may be varied by an individual flexibility arrangement (“IFA”).

Clause Number	Clause Title
22.4.2	Advance Payment of Annual Leave
14.7	Providing or reimbursing reasonable costs of weather protective clothing and equipment

42.1. The employer **will not** make an IFA unless the following conditions are satisfied:

- 42.1.1. The IFA *must* meet the genuine needs of an employee and the employer.
- 42.1.2. The IFA *must* be genuinely agreed to by the employee and the employer. In order to ensure genuine agreement the employer must advise the Union delegate prior to an IFA being entered into and allow the employee and the Union delegate paid time to discuss the proposed IFA.
- 42.1.3. The IFA *must* be about permitted matters under section 172 of the *Fair Work Act 2009*.
- 42.1.4. The IFA *must not* include a term that would be unlawful under section 194 of the *Fair Work Act 2009*.
- 42.1.5. The IFA *must* result in the employee being better off overall than if no IFA had been made.
- 42.1.6. The IFA *must not* disadvantage or discriminate against the employee, or other employees or a group of employees, whether directly or indirectly.
- 42.1.7. Arrangements may only be made with existing employees and *must not* be made a condition of engagement.
- 42.1.8. The IFA *must* be recorded in writing and signed by the employer and the employee (and, if the employee is under 18, by their parent or guardian) in the presence of the Union delegate.
- 42.1.9. The IFA *must* be translated into a language that the employee understands
- 42.1.10. The IFA *must* be given to the employee and the Union within 7 days of it being agreed to
- 42.1.11. The IFA *must* be able to be terminated by either party, by giving 7 days written notice, or at any time by mutual written agreement.
- 42.1.12. Prior to an employer entering into an IFA to address employer genuine needs, the employer *must* consult with the Union about such genuine needs.

42.2. It is a very serious breach of this Agreement if the employer enters into an IFA and the above conditions are not satisfied.

43. RENEGOTIATION

- 43.1 The parties agree to commence negotiations for a new collective agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.
- 43.2 These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being collectively approved.
- 43.3 The parties agree to bargain collectively in relation to any matters whether arising from this Agreement or not including the renewal, extension, variation or renegotiation of this Agreement.
- 43.4 Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this Agreement, the rates of pay and conditions prescribed by this Agreement will continue to be observed for all employees by the parties.

SIGNATORIES

**SIGNED FOR AND ON BEHALF OF
National Union of Workers**

**SAM ROBERTS
GENERAL BRANCH SECRETARY, NATIONAL UNION OF WORKERS
833 Bourke Street, Docklands VIC 3008**

DATE:

**SIGNED FOR AND ON BEHALF OF
the Association of Market and Social Research Organisations (AMSRO) Inc**

Name
Title
Address:

DATE:

SCHEDULE A - COMPANY RESPONDENTS