

The Finsec Call Centre Contract

Issues, which should be addressed in a collective employment contract for call centre workers, and suggestions for appropriate wording.

Term.

A one-year contract that has its terms reviewed every year. In a new and growing industry there is too much change for a long term contract to retain its relevance.

Hours of work

An eight-hour day in a call centre is too long. It's a full on job and your concentration and tolerance level after 8 hours is dangerously low.

A 35-hour week makes productivity sense as well as being better for health and safety. 37.5 hours is standard in most call centres, but is stretching concentration too far. Some of the banking call centres are introducing 40 hours, even though there is 37.5 hours through the rest of the bank.

Recommendation:

A seven-hour day. Time paid shall be from the time required to be present to the close of work. (Not just log on time).

Overtime rates

The contract needs to specify that extra hours will be paid extra. This cannot just be taken for granted.

Then it needs to say what that pay rate will be.

The fact is that extra hours after an already stressful and tiring day do need to be at a higher rate. One of the points of overtime rates is to discourage employers from requiring extra hours.

Extra hours also cost the worker. As soon as you stay late, there are extra costs. Transport arrangements collapse, you resort to fast foods for the family, child care fees increase and so on.

Recommendation:

Time and a half after you have completed your normal daily work schedule.

Night Rates

Some call centre workers work late hours as part of their ordinary time (not as overtime). There the question of cost to the worker arises seriously. It might be convenient to work late hours, but it still costs.

But the personal cost of working unsociable hours is even greater. There needs to be an incentive for working late.

The same goes for Saturday and Sunday work. New Zealand is not a seven-day a week operation even if call centres are. The person who works regularly on Saturday and Sunday misses out on social, domestic and family life.

Recommendation:

All ordinary time worked between 7 p.m. and 7 a.m. or on a Saturday or Sunday should have a loading on their hourly rate of 20% rising to 40% for the late late shift.

Transport

People working late, particularly in urban areas, need to be assured of the provision of transport. It is a security issue. The railway station that is perfectly safe at 6 p.m. may not be at 11 p.m. Even leaving the building can be a security risk if you have to walk to the bus.

Recommendation:

The provision of taxis home, or other secure transport, during the hours of darkness. (The same applies for early morning starts in winter).

Roster Arrangements

Hours of work for extended hours operations need to be agreed with the workers and be rostered in a way that the worker knows well in advance what hours she/he will be working. A contract needs to specify the method of agreeing rosters, of ensuring that rosters are adhered to, and a method of changing rosters by agreement. There is also a need for greater rostering flexibility by agreement, particularly for night workers, so that social/family responsibilities can be attended to.

Recommendation:

The solution here is to provide a process whereby shift rosters can be first of all agreed and then adapted by later agreement. There needs to be a guarantee for rostered workers, of two consecutive days off each week, or four each fortnight.

Sick Leave

Sickness is a problem in call centres. An artificial air-conditioned environment means that sickness is rapidly escalated into a local epidemic. And yet sick leave provisions in many call centre contracts are particularly primitive. The more the sick leave provisions force sick staff to come in to work, the greater the overall sickness level.

Recommendation:

Sick staff should be paid to be at home. If necessary medical certificates can be sought.

Domestic leave.

Like it or not, people's domestic affairs have a huge affect on their work capacity. If a child needs care the employer won't be at work. If salary is deducted, that worker is forever alienated from the job. If a parent is worried about what's happening at home, their concentration on the job suffers badly.

Night workers require greater access to domestic leave.

Recommendation:

At least ten days a year should be allowed for paid domestic leave - more for night workers.

Physical Working Conditions

The physical layout of the work place can be improved by contract requirements - ability to see and communicate with other workers, ergonomically fitting chair, keyboard and screen, room arranged so as to eliminate screen glare, lighting and windows placed so as to reduce glare.

Each employee should have his or her own headgear.

Adequate lunch, rest and toilet facilities. A rest area away from the work desks is even more important in a call centre than in a conventional work place.

The contract needs to include an employer undertaking to adhere to the recommendations of the Labour Department Code of Practice for VDUs, and to provide complete training in call centre occupational hazards and injury.

Recommendation:

The VDU code of Practice, and regular eye tests paid for by the employer. Full training.

Annual Leave

The key issue for call centre workers is the ability to plan leave. Workers need to be able to apply for leave 2 months in advance of taking the leave and know that once it is granted it cannot be changed.

The standard in finance companies is the statutory minimum of three weeks leave a year, plus a further week after 6 years service. There are good arguments for call centre workers having the 4 weeks after the completion of only one year. Call centre life takes it out of you, and few intend to spend 6 years in one call centre. (Few employers have that expectation).

Recommendation:

Four weeks annual leave, with a guarantee of leave dates confirmed at least 12 weeks in advance of the leave being taken.

Pay & Pay System

Finsec will advise call centre workers at any time on the going rate for call centre representatives or agents. These rates need to be reflected in call centre contracts regardless of the geographical location.

Particularly once call centre qualifications are finalised and available in 2000, there is a lot of merit in pay being attached to attainment in qualifications. Even if not there is an increasing demand form call centre workers for pay to be aligned with demonstrated skills, so as to avoid subjectivity in performance assessment.

Linked with this issue is the need for collective contracts to establish a career path in pay, qualifications, specialisation, and movement upward

into supervisory roles. That also includes collective contract coverage for team leaders.

Part of pay, regrettably, is the question of goals, and performance systems. A collective contract can provide a method of determining and agreeing achievable performance targets.

Breaks

The normal concept of a "tea break after 2 hours and then a lunch break, and then afternoon tea 2 hours after that is inadequate for call centre workers.

Recommendation:

The right to take a break after a stressful call, without penalty either through a requirement to make up that time, or in terms of a performance payment or pay penalty system.

A break of at least ten minutes each hour, away from the workstation. This can be doing other work as long as that work doesn't increase the stress on the representative by effectively giving them two jobs to do in the given time.

And the standard tea breaks of 15 minutes and lunch breaks (adjusted as appropriate for night workers).

Training

A collective contract can establish the employer's responsibility for training. Increasingly this needs to be a contractual issue, as it is something that an employee will assess before they undertake employment with the firm, and will want a solid contractual undertaking.

The "deal" needs to be a two way one, with the employer's commitment to training just as strong as the employee's commitment to performance.

Call Monitoring

The highly contentious issue of call monitoring needs to be clarified in the contract.

The employee's rights to privacy, the employer's use of recordings, and many other issues need to be openly discussed in contract negotiations and recorded in a collective contract.