

NUW / Murray Goulburn 2011 EBA
Running sheet - Meeting #5 - without prejudice

Claim	SUMMARY OF CLAIM	COMMENTS	STATUS
NUW # 1	That the Agreement be a full comprehensive agreement. That is, all relevant employment conditions (including the National Employment Standards (NES); union rights provisions; award, over-award and enterprise agreement conditions) that can be legally contained in an Agreement are incorporated into a consolidated document.	<p>Claims 1 and 2 put forward as being standard claims.</p> <p>Murray Goulburn (MG) has asked National Union of Workers (NUW) to table any clauses that may require amending inc NES and FWA. The Union has provided MG with this material on the 8-7-11.</p> <p>NUW has stated that it's comfortable with modernising the agreement to make it compliant and its willing to amend some clauses to make the document easier to read.</p> <p>However, the NUW has stated that it will not agree to have existing entitlements stripped out of the document or the intent of clauses altered when modernising the agreement or drafting new clauses.</p> <p>Thurs 4th August</p> <p>It was agreed that an expert drafting committee would be established to prepare the Agreement.</p>	<p align="center">Agreed (subject to agreement being reached on wording)</p>
NUW #2	That the current Agreement forms the basis of the new Agreement (i.e. current terms and conditions of employment continue subject to this log of claims and any relevant legislation).	See claim 1	<p align="center">Agreed</p>
NUW #3	That the new Agreement operate for a period of 2 years from June 30 th 2011	<p>NUW seek to bargain next time under existing legislation.</p> <p>MG is seeking a 4 year Agreement.</p>	<p align="center">Not agreed</p>
NUW #4	That the Agreement includes a wage increase of 7% for each year of the Agreement. All wage increases will also be payable on all allowances payable at the site.	<p>NUW tabled article from the Age detailing Australian Bureau of statistics suggesting that the real cost of living has risen by 4.9%. Hence any increase under 5% means that NUW members standard of living will actually DECLINE.</p> <p>Murray Goulburn has presented an initial wage offer of 3.5% per annum over</p>	<p align="center">Not agreed</p>



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		<p>4 years. This offer has been rejected by the NUW negotiating committee after consulting with its membership.</p> <p>Thurs 4th Aug</p> <p>MG didn't move on its wage offer.</p>	
<p>NUW #5</p>	<p>That the parties negotiate a flexibility clause to be included in the Agreement.</p>	<p>NUW tabled draft clause.</p> <p>NUW wants a Flexibility clause that cannot be used to undermine the integrity of the Agreement.</p> <p>Murray Goulburn wants the model clause from the Fair Work Act.</p> <p>By having the model clause from the Fair Work Act Murray Goulburn can negotiate individually with any employee about a range of conditions that relate to their employment.</p> <p>They can negotiate a cheaper overtime rate, a wider span of hours or that ordinary rates of pay be payable for all work done on Saturday and Sunday.</p> <p>While the NUW is confident that existing workers would resist any pressure to undercut hard fought conditions, we have concerns about new starters being vulnerable and signing something that was inferior to the existing site agreement.</p> <p>NUW is also concerned about protecting the 12 hour shift arrangements. MG has stated that if it didn't phase the 12 hour shifts out, then it wants to look at the cost of running them. MG could use the model flexibility clause to reduce the cost of running these shifts.</p> <p>Thurs 4th Aug</p> <p>NUW stated that it would provide an amended clause that opens the scope of the flexibility clause to cover matters that relate to employees who have genuine parental and carer responsibilities as defined by the Act.</p>	<p>Not agreed</p>

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NUW #6	<p>That the disputes procedure of the Agreement apply to all disputes or claims as to any work-related matter (including disputes relating to the NES) and provide for conciliation and, if necessary arbitration, by Fair Work Australia.</p>	<p>NUW tabled draft clause.</p> <p>Murray Goulburn has put forward an alternative clause. This clause is not significantly different to what already exists and still relies on the involvement of the General Manager for Manufacturing.</p> <p>The NUW has stated that the company has used the existing disputes procedure to delay and stall the effective resolution of local issues. Consequently, issues don't get fixed quickly and members become frustrated.</p> <p>Thurs 4th Aug</p> <p>NUW is sticking to its guns on this claim. It was noted that MG has acknowledged that there is a problem in how disputes are resolved.</p> <p>NUW will prepare a new draft clause that draws together elements from both the clause put forward by MG and draft clause tabled by the NUW.</p> <p>NUW set out what they would be proposing and stated that they will present the draft clause at the next meeting.</p>	<p>Not agreed</p>
NUW #7	<p>That in relation to labour hire workers:</p> <ul style="list-style-type: none"> • that direct engagement shall be the principle and preferred method of employment; • that the Employer will only use labour hire workers if they receive the same rates of pay and conditions as employees; • that the Employer will not have more than 20% of its casual labour employed through a labour hire agency; and • that the Employer will consult with employees and the Union prior to engaging any labour hire providers and subsequently if there are any concerns. 	<p>NUW wants MG to employ the majority of their casual workforce directly.</p> <p>MG has said no to this claim.</p> <p>MG's position is a major concern for the Union. The NUW doesn't want the company to use indirect casuals to undercut job security and permanent employment.</p> <p>NUW position is that MG is a large regional employer and has a social responsibility to invest in permanent ongoing jobs. Likewise, if MG needs casuals it should employ them directly and not rely on the convenience of third party organisations like Skilled.</p> <p>Thurs 4th Aug</p> <p>NUW proposed that indirect (Skilled) casuals who get one months regular work at an MG site will convert to a MG casual.</p>	<p>Not agreed</p>

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		<p>MG said one month was not possible, they proposed a qualifying period of eight months before they convert to MG casuals.</p> <p>MG added that the eight months employment with the agency would go towards the nine months automatic conversion to permanent employment with MG.</p> <p>NUW stated that they couldn't agree with eight months, but would consider extending the conversion period if it meant that MG would agree to this claim.</p> <p>MG said that they would look at the construction of the clause. MG wouldn't give a commitment on amending their proposed qualifying period.</p>	
<p>NUW #8</p>	<p>That employees working at the Nutritionals site be covered by the Murray Goulburn Co-Operative Company Limited Agreement 2005.</p>	<p>NUW stated that it was the intention of both parties to adopt a two staged approach to incorporating the Nutritional site into the state wide Agreement. The first stage was to align the expiry date. This occurred at the last round of negotiations. The second stage is to include the Nutritional site under the 'parent' agreement.</p> <p>MG has agreed to this claim.</p>	<p>Agreed</p>
<p>NUW #9</p>	<p>That in relation to Union Delegates the employer will provide delegates with access to resources that will allow them to effectively perform their role (phone, computer, email access etc...); and each Delegate will be entitled to 7 days training leave per year and this can be pooled and taken at Delegates discretion.</p>	<p>NUW clarified it's position by stating that it wanted a 'Union' mobile at each site, all delegates to have email access and a designated room in addition to current practices.</p> <p>MG said no to this claim.</p>	<p>Not agreed</p>

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NUW #10	That the employer increase its contribution to superannuation by 3% above the legislative minimum and that it be paid on an employee's gross wage.	<p>NUW explained that independent research has determined that working Australians need to be saving 15% into superannuation. NUW noted that companies like Linfox and Toll have already taken steps to voluntarily increase their employer contributions by 3%. Coupled with the Federal's Governments commitment to raise the compulsory superannuation contribution to 12% by 2016.</p> <p>MG said no to this claim.</p> <p>NUW amended its claim by seeking an extra 1% over the life of the Agreement.</p>	Not agreed
NUW #11	That employee's accrue an extra week annual leave per year.	<p>NUW stated that MG can require members to take upto 8 weeks leave per year due to planned shut downs.</p> <p>NUW noted that workers on 12 hr shifts miss many special occasions like Xmas and Easter with their family due to being rostered. The claim allows for some of this time to be made up.</p> <p>MG said no to this claim.</p>	Not agreed
NUW #12	That when a worker is trained at a higher grade, they will be classified at that grade and paid at the grade for all work performed, whether they are doing work at that grade or a lower grade.	<p>NUW explained the situation at Maffra where seasonal employee ending one season at Level 4 and returning the following season at Level 3.</p> <p>NUW also noted that employees contracted at Level 3, paid at Level 4 for higher duties on one day, and subsequently dropped back to Level 3 upon returning to previous duties.</p> <p>NUW concluded by saying it's been the custom and practice at Murray Goulburn, to grade and pay seasonal casuals at the level that they have been trained at, irrespective of whether they are working at that level or a lower level.</p>	Not agreed

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Running sheet - Meeting #5 - without prejudice

Claim	SUMMARY OF CLAIM	COMMENTS	STATUS
NUW #13	That all allowances to be paid on every shift worked e.g work on Saturday = shift allowance + weekend penalty.	MG said no to this claim Thurs 4 th Aug On a without prejudice basis, the NUW withdrew this claim.	Withdrawn
NUW #14	Where an employee is rostered to work on a public holiday and/or the day is nominated as the gazetted public holiday they shall be paid the applicable penalty if they work the rostered day or gazetted day and if they are required to work both days they will be paid for the two days.	NUW noted that members feel disadvantaged when they are required to work both a public holiday and the gazetted day and are not properly remunerated. NUW stated the current practice may encourage members to take unscheduled leave under these circumstances as members would prefer to spend time with family if they believed they weren't being properly paid.	Not agreed
NUW #15	That the employer will pay out all accrued sick leave to employees on separation of employment	NUW raised the following points: * Any member with sick leave owing when leaving the company should not be penalised for having good health. * Currently we receive 80% capped at 800 hours. Any member with over 800 hours is clearly a long term and loyal employee. * A member who has a lot of accrued sick leave is actually saving the company money, when the cost of replacing the worker, training a replacement and juggling rosters is taken in to consideration. * By not paying all accrued leave it may encourage a culture of absenteeism amongst MG workforce. MG said no to this claim. NUW has presented an amended claim.	Pending

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		<p><i>An employee can elected to have any accrued personal leave in excess of 800 hours paid out each year on their anniversary date.</i></p> <p><i>An employee will have any accrued personal leave up to 800 hours paid out on separation of employment.</i></p> <p>Thurs 4th Aug</p> <p>MG said no to the amended claim.</p>	
<p>NUW #16</p>	<p>That the employer will accept a Statutory Declaration as reasonable evidence when an employee is absent from work on any day of the week due to sickness or illness.</p>	<p>NUW explained the difficulties for afternoon/night shift members in regional areas and small townships, who find it difficult to access a doctor and the inability for doctors to back-date medical certificates.</p> <p>NUW also tabled a recent newspaper article stating that GP's are increasingly complaining about having to continually issue medical certificates to sick workers for common colds, gastro etc...</p> <p>MG presented draft clause for the NUW negotiating committee to consider.</p> <p>NUW responded by presenting an amended claim.</p> <p><i>That the employer will accept a statutory declaration for 5 single day absences each calendar year due to sickness or injury.</i></p> <p><i>In relation to clause 40.1.2 we seek to have the following words removed from the existing agreement: "or by such other means as the company may reasonably require that the employee was unable on account of such illness or injury to attend for work on the day for which the employee claims to be entitled to such leave of absence".</i></p> <p>Thurs 4th Aug</p> <p>MG stated that subject to acceptance of the final package they would agree to the following:</p> <p>For 3 single day absences the employer will not require a Doctor's Certificate. Where 6 hours notice is given prior to the start of shift then a Statutory Declaration will not be required either.</p>	<p>Pending</p>

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		<p>For more than 3 single day absences then a Statutory Declaration will be required.</p> <p>Multiple day absences will require a Doctors Certificate.</p>	
<p>NUW #17</p>	<p>That an employee shall receive 5 days bereavement leave on each occasion a member of their immediate family dies. The 5 days will be based on the hours associated with the shift that they are rostered to work e.g. 10 hr shift equates to 5 days x 10hrs = 50hrs.</p>	<p>NUW stated the existing 2 days is insufficient time to deal with the shock, bereave and also finalise funeral arrangements.</p> <p>NUW presented an amended claim.</p> <p><i>That an employee shall receive 3 days bereavement leave on each occasion a member of their immediate family dies. The 3 days will be based on the hours associated with the shift that they are rostered to work e.g. 10 hour shift equates to 3 x 10hrs = 30 hours.</i></p> <p><i>If an employee requires extra days for the purpose of bereavement, they can draw on their personal leave accruals.</i></p> <p>Thurs 4th Aug</p> <p>MG stated that subject to acceptance of the final package they would agree to the NUW's amended claim.</p>	<p>Pending</p>
<p>NUW #18</p>	<p>That the employer will pay double time and half for all overtime performed on a Saturday and triple time for overtime worked on a Sunday</p>	<p>NUW noted that MG finds it difficult to get staff to work weekends and our claim for overtime would mean MG would find it easier to get people to come in to work.</p> <p>NUW presented an amended claim.</p> <p><i>Double time for work done on a Saturday and double time and a half for work done on a Sunday.</i></p> <p>Thurs 4th Aug</p> <p>MG said no to amended claim.</p>	<p>Not agreed</p>



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NUW #19	That an employee can salary package a portion of their pre-tax wage	<p>NUW explained the benefit of members being able to salary packaging a portion of their wage, this allows them to structure their salary to pay for items in a post-tax way, at no cost to the Company. Employees benefit at no additional cost to MG.</p> <p>MG to provide a summary on how salary packaging would operate.</p>	Agreed
NUW #20 New Claim	That the employer will not change an established shift roster in a section or sections of the plant, without the agreement of the majority of employees who are affected.	<p>NUW has received advice that under the existing agreement there is nothing that protects the 12 hour shift arrangements. NUW wants to protect these shifts after MG stated that it will seek to phase them out. NUW stated that if MG did this it would have a dramatic affect on member's income and also their quality of life.</p> <p>Consequently, NUW said that they need a clause in the agreement that stops MG from phasing these shift arrangements out without the consent of the relevant workers.</p> <p>Thurs 4th Aug</p> <p>NUW asked under what grounds MG would look to change a shift roster.</p> <p>MG response is pending.</p>	Not Agreed