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January 9, 2012

Tabitha Pearson
Group General Manager HR
Super Retail Group

EMAIL: megane@superretailgroup.com

Dear Tabitha

RE: LOG OF CLAIMS & NOTICE OF REPRESENTATION

Log of Claims

On behalf of the members of the National Union of Workers employed by your company, we serve the attached log of claims which we seek to have included in an enterprise agreement pursuant to section 172 of the Fair Work Act 2009 (Cth) ("the Act").

Please respond to this log of claims **within seven days**.

Notice of Representation

Please note, under section 173 of the Act an employer must notify all employees who will be covered by a proposed Agreement of their right to be represented in negotiations by a bargaining representative. For your convenience, we have attached a *Notice of Employee Representational Rights* which accords with section 174 and regulation 2.05 of the Act. This notice should be displayed in a conspicuous location at the workplace that is known by and readily accessible to employees.

Please contact Dario Mujkic on 0421 359 778 should you have any further enquiries.

Yours faithfully



PAUL RICHARDSON
ASSISTANT NATIONAL SECRETARY

cc. NUW Delegates

nuwassist

1300 275 689

nuw.org.au

FOR WORKPLACE SUPPORT

National PO Box 343, North Melbourne VIC 3051
VIC PO Box 343, North Melbourne VIC 3051
NSW 3-5 Bridge Street, Granville NSW 2142
QLD 1st Floor, 17 Cribb Street, Milton QLD 4064
SA 46 Greenhill Rd, Wayville SA 5034
WA 5/896 Beaufort Street, Inglewood WA 6052

LOG OF CLAIMS

Super Retail Group

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.
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).
3. That the Agreement covers warehouse workers only.
4. That the new Agreement operate for a period of 2 years from 15 June 2012.
5. That the Agreement includes a wage increase of 8% for each year of the Agreement. This wage increase is not to be offset by the installments payable to Queensland warehouse workers that were negotiated in 2009. All wage increases will also be payable on all allowances payable at the site.
6. That the parties negotiate a flexibility clause to be included in the Agreement.
7. 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.
8. That a redundancy package be included in the Agreement with 4 weeks' notice and a further 4 weeks' pay per year of service or part year of service, pay out of all sick leave, annual leave loading, pro rata long service leave for all employees and provision of outplacement services by an employee nominated provider.
9. That in relation to casual employees:
 - that the Employer will consult with employees and the Union prior to engaging any casual employees and subsequently if there are any concerns.
 - that they will become permanent employees of the Company after being employed on a regular basis for a period of longer than three months.

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- 10.** That in relation to labour hire workers:
 - 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; 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.
 - That the Employer will allow delegates and Union representatives to meet with labour hire workers during their inductions on paid time.
- 11.** That in relation to superannuation:
 - That LUCRF Super be the default fund in the event that there is more than one fund available.
- 12.** That Union Picnic Day be an additional public holiday.
- 13.** That the Agreement provide for employees to each receive a copy of the Agreement.
- 14.** That the Agreement provide for an authorised Union representative to enter the worksite to:
 - induct new employees and labour hire workers;
 - distribute information to Union delegates, employees or labour hire workers; and
 - be involved under the disputes procedure of the Agreement
- 15.** That the provisions in the Memorandum of Understanding between the parties be incorporated into the new Agreement and that they apply to each Super Retail Group warehouse.
- 16.** That an RDO is introduced.
- 17.** That employees receive double time after 2 hours of overtime and for all weekend overtime.
- 18.** That the following allowances are introduced:
 - Training
 - Forklift
 - Fire Warden
 - OHS Reps
 - Higher Level
 - Team Leader
 - Inventory

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- 19.** That the company recognise an elected Return To Work Officer and that the Officer receives up to 3 days paid training leave each year to be provided by the Union.
- 20.** That the company re-imburse the cost of forklift licenses and renewals.
- 21.** That the boot allowance increase to \$150.00.
- 22.** That sick leave accruals are shown on pay slips.
- 23.** That employees receive 12 days personal leave each year.
- 24.** That employees receive training provided by Newskills and that a wage increase be payable upon successful completion of the training.
- 25.** That the afternoon shift allowance is increased to 25%.
- 26.** That all overtime be optional.
- 27.** That permanent employees get preference of overtime.
- 28.** That overtime is distributed evenly across all shifts.
- 29.** That a second meal allowance is payable after 5 hours.
- 30.** That a meal allowance is payable after 4 hours on weekends and public holidays .
- 31.** That when a full time worker completes their 3 months probation they be paid immediately the following week for the upgrade.
- 32.** Where an employee has 6 years of continuous service as a permanent employee with the company, that he/she will be paid a further increase of 3% at the time of his/her 6th anniversary.
- 33.** That break times be fully explained in the agreement eg: at a 5am start, there is to be a 10 minute break at 7am. If doing 2 hours overtime after your shift you get a 15 min break.
- 34.** That shift penalties are paid for all purposes.
- 35.** That the definition of immediate family include daughter in law and son in law.
- 36.** That maximum daily ordinary hours are reduced to 7.6 hours each day.

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- 37.** That the span of hours be 6am to 6pm on all days.
- 38.** That clause 76 be removed from the agreement.
- 39.** That Active Fill and DG picking be included as speciality functions.
- 40.** That work between the Christmas and New Year period be on a volunteer-basis only.

NOTICE OF EMPLOYEE REPRESENTATIONAL RIGHTS

Super Retail Group gives notice that it is bargaining in relation to an enterprise agreement Super cheap Auto Group Workplace Agreement which is proposed to cover employees that are store workers.

What is an enterprise agreement?

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Australia.

If you are an employee who would be covered by the proposed agreement:

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Australia about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a **member of a union** that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, **your union will be your bargaining representative** for the agreement unless you appoint another person as your representative or you revoke the union's status as your representative.

If you are an employee covered by an individual agreement:

If you are currently covered by an Australian Workplace Agreement (AWA), individual transitional employment agreement (ITEA) or a preserved individual State agreement, you may appoint a bargaining representative for the enterprise agreement if:

- the nominal expiry date of your existing agreement has passed; or
- a conditional termination of your existing agreement has been made (this is an agreement made between you and your employer providing that if the enterprise agreement is approved, it will apply to you and your individual agreement will terminate).

Questions?

If you have any questions about this notice or about enterprise bargaining, please speak to either your employer, bargaining representative, go to www.fairwork.gov.au, or contact the Fair Work Australia Infoline on 1300 799 675.

