

## WHAT THE COMPANY SAID ABOUT OUR CLAIMS

	<b>Our Claims (Part A)</b>	<b>Position</b>	<b>What the Company said to us</b>
1	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)	In principle Agreement	Subject to wording regarding the dispute resolution procedure being agreed to.
2	That the new Agreement operates for a period of 3 years from 1 <sup>st</sup> September 2010	In principle Agreement	Subject to an agreed wage increase and any legislative requirements regarding lodgement
3	That the parties negotiate a flexibility clause to be included in the Agreement	Requires further discussion No agreement reached.	NUW have indicated various claims detailed below would be put aside if their claim was met.  Company has proposed a 3.5% wage increase and will investigate a potential incentive scheme for the site.
4	That we have pay parity with the Hume DC within 5 years	Requires further discussion No agreement reached	Company has provided wording regarding its commitment in a draft Letter of Understanding.  Acceptance of this will depend on other negotiations
5	That in relation to employee elected Union Delegates, the Company will give each delegate up to 5 days paid trade union training leave each year	In principle Agreement	<b>Clause 3.6 Union Recognition</b> Draft clause has been exchanged and accepted.
6	That there is a twenty (20) minute paid meal break for time worked between four hours and five hours	NUW have amended their claim. NUW have stated they are now seeking a 15 minute paid break for time worked between four and five hours.  NUW have stated claim 12 will be dropped if this is accepted No agreement reached	<b>Relates to Clause 2.3.3 Rest Pauses</b>  The Company has provided an alternative compromise to the NUW ie 20 min break for between 4 – 5.5 hours (10 min paid, 10 min unpaid)  Draft wording has been provided to Union for review.  NUW came back with a revised claim detailed in status. The Company has agreed to reconsider the new claim proposed by the NUW.
7	That there be an increase in the Freezer allowance to \$3.00 per hour and the introduction	Requires further discussion	Company has offered to investigate covered forklifts to improve

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	of a Battery Room allowance to the value of \$3.00 per hour	No agreement reached	<p>working conditions in Freezer.</p> <p>The Company has proposed to increase the freezer allowance to \$1.45.</p> <p>Company has undertaken to review Battery change area to ensure it is safe for all employees.</p> <p>NUW have proposed to change the hourly battery change allowance to be \$1.30 per hour.</p>
8	That there is an improvement in job rotation, and the maximum period for gaining a second skill is no more than twelve months	Requires further discussion	<p><b>Clause 2.2.3 Level 2 – Skilled Team Member.</b></p> <p>Draft clauses have been exchanged. The Company has proposed the 12 months to apply from the time a permanent team member becomes a level 2 skilled team member.</p> <p>NUW has asked the Company to consider the 12 month period to apply for permanent team members from the date of employment. Company has advised they will reconsider</p>
9	That forklift and loader operations be classified as a level 3 skill	Requires further discussion No agreement reached	NUW advised they would not continue to pursue this should claim 3 be accepted by the Company.
10	That when two level three skills have been achieved, that person maintains that rate of pay or is reclassified to level 3	Requires further discussion No agreement reached	NUW advised they would not continue to pursue this should claim 3 be accepted by the Company.
11	That wages be paid on a weekly basis	In principle Agreement	<p><b>Clause 2.4.2 Frequency and method of pay</b></p> <p>Draft wording has been exchanged and accepted</p>
12	That walk/wash-up time be increased to ten minutes for each break	Requires further discussion No agreement reached	<p><b>Relates to Clause 2.3.3 Rest Pauses</b></p> <p>The Company has provided an alternative compromise to the NUW ie 20 min break for between 4 – 5.5 hours (10 min paid, 10 min unpaid)</p> <p>Draft wording has been provided to Union for review.</p> <p>NUW have put in new claim related to claim 6. NUW have stated if their new claim 6 is accepted they will drop this claim.</p>

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13	That where an employee is on personal leave they receive their daily rostered rate of pay, inclusive of penalties	The Company have declined this claim	The NUW have advised they are still pursuing
14	That a person is contracted for 32 or more hours, be entitled to be paid all public holiday's, whether they are rostered to work that day or not	Requires further discussion No agreement reached	NUW advised currently 35 employees in particular affected. Company has undertaken to review the data and come back to NUW
15	That where an employee is engaged on a shift and they are required to work overtime, the overtime is paid on the applicable shift loading	Requires further discussion No agreement reached	Company has advised it will fix the anomaly that occurs on a Saturday afternoon shift. NUW has accepted the wording proposed by the Company for this anomaly. NUW have advised they are still pursuing the rest of the claim.
16	That Long Service Leave be accessible after seven years on a pro rata basis	Requires further discussion No agreement reached	Company has undertaken to investigate the possibility of payment of LSL pro rata after seven years and will come back to the NUW on this.  Company has advised it will not agree to LSL payments being paid based on the daily rostered rate of pay.
17	That no work be performed on any part of Good Friday or any shift commencing or finishing on Christmas Day	In principle Agreement	<b>Clause 2.4.10 Public Holidays</b> Draft clause has been exchanged and accepted.
18	That casual employees, whether directly or indirectly employed, will be employed on the same terms and conditions as apply to other employees covered by this agreement	In principle Agreement	<b>Clause 2.1.4 Casual employees</b> Draft Clause has been exchanged and accepted.
19	That a permanent / PPT / Casual ratio be negotiated	In principle Agreement	NUW advised it is about the intent to ensure the commitment is honoured rather than determining a specific ratio.  Draft wording in letter of understanding provided to NUW for consideration. NUW have agreed in principle to the draft wording in relation to this specific claim.



## THE COMPANY'S CLAIMS AND OUR RESPONSE

	<b>The Company claims</b>	<b>Position</b>	<b>What we said to the Company</b>
1	The current Agreement forms the basis of the new Agreement (that satisfies the Fair Work Act)	In principle Agreement	Subject to wording being agreed regarding the dispute resolution procedure and impact of NES.
2	The Agreement is for a period of three years	In principle Agreement	
3	The span of hours increases from 6am – 6pm to 5am – 6pm	Compromise position in principle agreement	<p><b>Clause 2.3.1 Ordinary Time Hours Loadings.</b></p> <p>Draft wording exchanged which reflects the 5am start can only occur on the basis of mutual agreement.</p> <p>NUW has indicated this compromised position would only be acceptable if the members endorse it and it will be dependent on the wage claim.</p>
4	The classification structure be a three level structure	The Company will not be pursuing this claim.	Further discussions to take place regarding alternative options
5	The probationary period be for a period of six months	Requires further discussion.	<p><b>Clause 2.2.2 Level 1 – Team Member in Training</b></p> <p>Draft wording exchanged.</p> <p>NUW have advised they will agree to the six months probationary period but only 3 months for the wages. Requires further discussion.</p>