

Key Discussion Items – Without Prejudice

Claim	Summary of Claim	Status as at 6 August 2010	Comments
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. That the existing wording be reviewed to provide clarity.	Further discussion required.	<p>Draft wording has been exchanged in relation to the disputes resolution procedure and NES.</p> <p>NUW to present a series of draft clauses that provide clarification on matters dealt with by Fair Work Australia, in relation to how provisions within the existing EBA should operate.</p> <p>NUW will also provide a document that identifies conditions out of the Storage Services and Wholesale Modern Award that they wish to incorporate into the EBA.</p>
NUW 2	That the new Agreement operate for a period of 3 years from 1 September 2010.	In principle agreement.	<p>Subject to legislative requirements relating to lodgement with FW Australia.</p> <p>The Company provided draft wording to the NUW on the operation of the agreement.</p>
NUW 3	That the Agreement includes a wage increase of 6% for each year of the Agreement. All wage increases will also be payable on all allowances payable at the site.	Yet to be discussed, Company considering NUW proposal.	NUW pursuing a 6% wage increase per annum, payable on all allowance.
NUW 4	That the parties negotiate a flexibility clause to be included in the Agreement.	Further discussion required.	<p>The NUW have provided the Company with a draft flexibility clause.</p> <p>The Company has provided draft wording in a letter of understanding to the NUW.</p>

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NUW 5	That a redundancy package cap is removed. 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.	The Company has declined this claim.	The Company reiterated its commitment to its redeployment policy. NUW still pursuing this claim and seeking a “redeployment” agreement.
NUW 6	That in relation to casual employees there shall be not less than ten permanent employees for every one casual employee. That a casual ratio be introduced, to promote more direct and permanent employment.	Further discussion required.	The Company and NUW are exploring options.
NUW 7	That in relation to superannuation: •That members’ have a choice of which superannuation fund their entitlements are to be placed in to; •That LUCRF Super be the default fund; •That there be an increase in employer contributions of 1% per annum.	In principle agreement to points 1 and 2. The Company has declined point 3.	The Company has provided draft wording for the Superannuation Clause for points 1 and 2. NUW still pursuing point 3.
NUW 8	That pro-rata long service leave entitlements be available after 5 years service and that it be paid as averaged wages (include shift loadings etc).	Further discussion on pro-rata claim. The Company has declined shift loadings.	Company has undertaken to investigate the possibility of payment of LSL pro-rata after 7 years and will come back to the NUW. Company has advised it will not agree to LSL payments being paid inclusive of shift loadings. NUW still pursuing this claim in full.
NUW 9	That the hours of work, shift arrangements, flex up and shift penalties be re negotiated and priority be given to permanents and directly employed persons and that more permanent positions be created.	Further discussion required.	The Company and NUW are exploring options.
NUW 10	That a service increment be introduced eg: After 5 years service be Level 3 and 10 years service Level 4.	Further discussion required.	Company to consider further and provide a response at next meeting.

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NUW 11	Roster changes to be by mutual agreement only.	Further discussion required.	Company to provide statistics on number of requested roster changes in last few years. The Company and NUW are exploring options.
NUW 12	That an additional weeks annual leave be available for shift workers and that the company respond to Annual Leave requests in a maximum of 4 weeks.	Further discussion required.	NUW clarified their meaning of shift worker.
NUW 13	That an income protection policy be negotiated into the Agreement.	Further discussion required.	NUW requested the Company fund 80% and the employee fund 20%.
NUW 14	That Public Holidays be by volunteers only and that all Public Holidays be paid at 300% and Easter Sunday be paid as a Public Holiday	Further discussion required.	Company proposed an option for NUW feedback. Company to reconsider and provide draft wording.
NUW 15	That the break times be the same as the Mulgrave site Agreement.	Further discussion required.	The Company and NUW exploring options.
NUW 16	All single day absences to be available without evidence and that all unused personal leave can be paid out annually and personal leave entitlements be displayed on payslips.	Company declined claim to all single day absences without evidence and payout of personal leave. NUW dropped claim for pay out of personal leave.	Company to investigate providing personal leave on payslips. NUW seeking all single day absences without a certificate and the use of statutory declarations for all other forms of personal leave.
NUW 17	That the Agreement contains a separate classification structure and applicable allowances for Maintenance Personnel.	Further discussion required.	NUW requested a separate stream in the classification structure for maintenance employees and that maintenance be paid above Level 4.

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NUW 18	That an additional 5 minutes paid time be allotted per week for the collection of payslips (claim amended -refer to comments column). Clock in and Clock Off	The Company has declined this claim.	The Company will provide draft guidelines on a temporary proposal until payslips can be accessed electronically. In addition to the original claim the NUW is seeking that a shift commences and finishes at the clock in and clock off point.
NUW 19	That time in lieu be available with two weeks notice.	Further discussion required.	The Company to look at the approval process and opportunities to improve the communication back to employees.