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BJ:COB

July 6, 2010

Alison Merner
National Human Resources Manager
Queensland Property Investments Pty Ltd
3 Cityview Road
Pennant Hills NSW 2120

FAXED

BY FACSIMILE: (02) 8888 3883

Dear Alison

RE: LOG OF CLAIMS & NOTICE OF REPRESENTATION

Log of Claims

On behalf of the members of the National Union of Workers Victorian Branch 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.

Yours faithfully



TIM KENNEDY
VICTORIAN BRANCH SECRETARY

cc. NUW Delegates

nuwassist

1300 275 689

nuw.org.au

FOR WORKPLACE SUPPORT

LOG OF CLAIMS

Queensland Property Investments Pty Ltd

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.
2. That the new Agreement operate for a period of 3 years from 1 September 2010.
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.
4. That the parties negotiate a flexibility clause to be included in the Agreement.
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.
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.
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.
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).
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.
10. That a service increment be introduced eg: After 5 years service be Level 3 and 10 years service Level 4.
11. Roster changes to be by mutual agreement only.

LOG OF CLAIMS

Victorian Branch

- 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.
- 13.** That an income protection policy be negotiated into the Agreement.
- 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.
- 15.** That the break times be the same as the Mulgrave site Agreement (Shifts: 4h -15min, 6hr- 30 min, 9 hr or more 30 min and 2 x 20 minutes).
- 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.
- 17.** That the Agreement contain a separate classification structure and applicable allowances for Maintenance Personnel.
- 18.** That an additional 5 minutes paid time be allotted per week for the collection of payslips.
- 19.** That time in lieu be available with two weeks notice.

NOTICE OF EMPLOYEE REPRESENTATIONAL RIGHTS

Queensland Property Investments Pty Ltd gives notice that it is bargaining in relation to an enterprise agreement National Union of Workers – Queensland Property Investments Pty Ltd Hume Distribution Agreement which is proposed to cover employees that are warehouse 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.

