



NATIONAL UNION OF WORKERS

## WHAT THE COMPANY SAID ABOUT OUR CLAIMS

Claim	SUMMARY OF CLAIM	STATUS at 13 August 2010	COMMENTS
NUW # 1	The current agreement forms the basis of the new Agreement (ie current terms and conditions of employment continue subject to this log of claims and any relevant legislation;	In principle agreement.	Company provided further wording regarding the dispute resolution procedure for the NUW to consider.
NUW #2	That the new Agreement operates for a period of 3 years from 31 <sup>st</sup> August 2010	In principle agreement.	Subject to an agreed wage increase and any legislative requirements regarding lodgement.
NUW #3	That the Agreement provides a wage increase that allows for parity between the Woolworths Regional Distribution Centre and the Hume Regional Distribution Centre over a period of 5 years. All wage increases will also be payable on all allowances payable at the site.	Requires further discussion No agreement reached.	<p>NUW have indicated various claims detailed below would be put aside if their claim was met.</p> <p>Along with the 3.5% offer, the Company also provided details of the "One Team Reward" incentive scheme that it was willing to implement.</p> <p>Further discussions were held between both parties with the Company indicating that in order to consider the possibility of a higher wage offer, offsets would need to be considered. The Company discussed some potential offsets and advised it would need to have further consultation with the business on this issue.</p> <p>NUW advised they would be pursuing a ballot to take protective action.</p>

**Woolworths (Barnawartha) EBA Negotiations 2010 – NUW Report Back to members**

<b>Claim</b>	<b>SUMMARY OF CLAIM</b>	<b>STATUS at 13 August 2010</b>	<b>COMMENTS</b>
<b>NUW #4</b>	<b>That the parties negotiate a flexibility clause to be included in the Agreement.</b>	Requires further discussion No agreement reached	Company has provided wording regarding its commitment in a draft Letter of Understanding.  NUW advised they had reviewed the draft wording for memo of understanding on this issue but stated they were still seeking their model clause to be inserted.  Company advised it would consider their claim
<b>NUW #5</b>	<b>The Agreement provides each employee elected Union Delegate access to 5 days paid Trade Union Training leave each year. This Trade Union Training can be pooled amongst the Union Delegates;</b>	In principle agreement.	<b>Clause 3.6 Union Recognition</b>  Draft clause has been exchanged and accepted.
<b>NUW #6</b>	<b>That the Agreement provides for a paid meal break of 20 minutes for time worked between four and five hours.</b>	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.

**Woolworths (Barnawartha) EBA Negotiations 2010 – NUW Report Back to members**

<b>Claim</b>	<b>SUMMARY OF CLAIM</b>	<b>STATUS at 13 August 2010</b>	<b>COMMENTS</b>
<b>NUW #7</b>	<b>That the Agreement provides an increase in the Freezer Allowance to \$3.00 per hour; and the introduction of a Battery Room allowance to the value of \$3.00 per hour.</b>	Requires further discussion No agreement reached	Company's offer of \$1.45 per hour freezer allowance remained. Company declined to provide a battery room allowance.  As requested by the Company, the NUW provided a list of issues regarding the battery room for the Company to investigate.  NUW amended its claim for freezer allowance to \$2.00 per hour and Still pursue an allowance of \$1.30 for the Battery room.
<b>NUW #8</b>	<b>That the Agreement provides for an improvement in job rotations, and the maximum period to gain a second skill is no more than twelve months</b>	Requires further discussion	<b>Clause 2.2.3 Level 2 – Skilled Team Member.</b>  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.  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 depending on further discussions regarding the wage offer.
<b>NUW #9</b>	<b>That the Agreement provides that forklift drivers and loader operators are graded at level 3 classification structure</b>	Requires further discussion No agreement reached	NUW advised they would not continue to pursue this should claim 3 be accepted by the Company.

**Woolworths (Barnawartha) EBA Negotiations 2010 – NUW Report Back to members**

<b>Claim</b>	<b>SUMMARY OF CLAIM</b>	<b>STATUS at 13 August 2010</b>	<b>COMMENTS</b>
<b>NUW #10</b>	<b>That when 2 level 3 skills have been achieved, the employee is classified as a level 3 under the grading structure</b>	Requires further discussion No agreement reached	NUW advised they would not continue to pursue this should claim 3 be accepted by the Company.
<b>NUW #11</b>	<b>That wages be paid on a weekly basis</b>	In principle agreed	<b>Clause 2.4.2 Frequency and method of pay</b> Draft wording has been exchanged and accepted
<b>NUW #12</b>	<b>That walk/wash-up time be increased to 10 minutes for each break</b>	Requires further discussion  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 have put in new claim related to claim 6. NUW have stated if their new claim 6 is accepted they will drop this claim
<b>NUW #13</b>	<b>That where an employee is on personal leave they receive their daily rostered rate of pay, inclusive of penalties</b>	The Company have declined this claim	The NUW have advised they are still pursuing.

**Woolworths (Barnawartha) EBA Negotiations 2010 – NUW Report Back to members**

<b>Claim</b>	<b>SUMMARY OF CLAIM</b>	<b>STATUS at 13 August 2010</b>	<b>COMMENTS</b>
<b>NUW #14</b>	<b>That an employee who is contracted for 32 hours or more be entitled to be paid all gazetted Public Holidays, whether they are rostered to work that day or not</b>	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.  Company undertook review and advised those employees who regularly work more than 32 hours for more than 75% of the year are able to be offered full time employment and as such would have access to the provision related to the non rostered day falling on a public holiday.
<b>NUW #15</b>	<b>That where an employee is engaged on a shift and they are required to work overtime, that the overtime is paid on the applicable shift loading</b>	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.
<b>NUW #16</b>	<b>That Long Service Leave be accessible after seven years on a pro rata basis and is paid at employees daily rostered rate of pay.</b>	The Company has declined this claim	Company advised it would not be in a position to agree to the request regarding pro rata LSL after seven years. Company advised the legislation articulated payment could only be made after 10 years continuous service unless an employee left the business after seven years of service.  Company has advised it will not agree to LSL payments being paid based on the daily rostered rate of pay.  NUW accepts the LSL not being based on the daily rostered rate of pay. Still pursue pro rata payment at 7 years.

**Woolworths (Barnawartha) EBA Negotiations 2010 – NUW Report Back to members**

<b>Claim</b>	<b>SUMMARY OF CLAIM</b>	<b>STATUS at 13 August 2010</b>	<b>COMMENTS</b>
<b>NUW #17</b>	<b>That no work be performed on any part of Good Friday or any shift commencing or finishing on Christmas Day</b>	In principle agreement	<b>Clause 2.4.10 Public Holidays</b> Draft clause has been exchanged and accepted.
<b>NUW #18</b>	<b>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</b>	In principle agreement	<b>Clause 2.1.4 Casual employees</b> Draft Clause has been exchanged and accepted.
<b>NUW #19</b>	<b>That the Agreement provides a ration of permanents to casual employees;</b>	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.

**Woolworths (Barnawartha) EBA Negotiations 2010 – NUW Report Back to members**

<b>Claim</b>	<b>SUMMARY OF CLAIM</b>	<b>STATUS</b>	<b>COMMENTS</b>
<b>WOW # 1</b>	<b>The current agreement forms the basis of the new agreement and also satisfies the Fair Work Act</b>	In principle Agreement.	Company provided amended draft wording regarding dispute procedure for NUW to consider.
<b>WOW # 2</b>	<b>The Agreement operate for a period of three years</b>	In principle agreement	
<b>WOW # 3</b>	<b>The span of hours increases from 6am – 6pm to 5am to 6pm</b>	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>
<b>WOW # 4</b>	<b>The classification structure to be a three level structure (collapsing level 2)</b>	The Company will not be pursuing this claim.	Further discussions to take place regarding alternative options
<b>WOW # 5</b>	<b>The probationary period be for a period of six months including wages</b>	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.</p> <p>Requires further discussion.</p>

**Woolworths (Barnawartha) EBA Negotiations 2010 – NUW Report Back to members**