

# LOG OF CLAIMS

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1. That the **Storage Services and Wholesale Award 2020** is incorporated in the new Agreement (i.e. the current terms and conditions of employment subject to this log of claims and any relevant legislation) – **no reduction in current conditions or wages**.
2. That in relation to the **scope of the Agreement**; the scope of the Agreement to cover Big W warehousing work performed in the State of Victoria.
3. **Transfer of business**; Where a business is transferred from one Employer to another, the period of continuous service that an Employee had with the transferrer and any prior transferrer is deemed to be service with the new Employer and taken into account when calculating entitlements, including but not limited to annual leave, long service leave, parental leave, notice of termination, and redundancy.
4. That the Agreement includes a fair **wage and allowance increase** of 16% in the first year and 8% in the second year, including back pay to the 29<sup>th</sup> February 2023.
5. That the new Agreement operate for a period of **2 years**.
6. **Same job same pay**: in order to promote the job security of all employees, that the employer will only use agency casuals if they are paid wages and conditions no worse than those in the Agreement.
7. In relation to **Job Security**; The Employer must make an offer of **permanent employment** to a casual direct or indirect, who has been performing the work outlined under the agreement for a period of six months beginning the day the employment started.
  - a. The employer maintains a ratio 8:2 permanent employees to casual including indirect hire.
8. That the Agreement provide for a fair and clear **Classification Structure** that allows career progression and upskilling.
9. That the Agreement allow for a **fair rotation** of jobs and areas worked.
10. That the Agreement includes a **joint consultative committee** to meet with management monthly to raise and resolve problems affecting the workers.

11. That in relation to **all injured workers**, they be offered suitable light duties in line with restrictions provided by a medical practitioner (regardless of whether the injury was suffered at work or not). If no duties are available at the employee's normal workplace, or another suitable location, the employee will be stood down on full pay.
12. That in relation to **medical examinations**:
  - a. The Employer will only require an employee to undergo a medical examination where they have a reasonable basis to question an employee's fitness for work and the Employer will provide the reasons for the request to the employee in writing;
  - b. The Employee will be entitled to choose the medical practitioner to conduct the examination and the practitioner's report will be treated as final;
  - c. That the employee will be provided with a copy of the report;
  - d. The Employer will cover all costs associated with the Employee's attendance at the examination.
13. That the agreement provides for a **Fair Disciplinary Procedure**
  - a. Including Verbal warnings followed by three tiers of written warnings;
  - b. 9 month expiry on all warnings;
  - c. An acknowledgement that a Union Delegate/Official is acting as a representative in disciplinary meetings and not a 'support person'.
  - d. That employees and Union officials/delegates have access to any evidence or documents relating to any allegations;
  - e. That the representative has time prior to consult with the member.
14. That in relation to **break times**:
  - a. If an Employee is required to delay or interrupt their meal breaks, the Employee shall be paid at the overtime rate until the meal break has been taken and completed.
  - b. Employees are entitled to two rest breaks of 15 minutes to be taken in the morning and afternoon. Rest breaks are paid and count as time worked.
15. That the Agreement includes the following improved **Union rights**:
  - a. 4 hours paid time mass meetings per site per year; all workers to able to attend.
  - b. 8 days paid delegate training leave per delegate, per year.
  - c. Increase the amount of Delegates acknowledged formally by Primary Connect for the purposes of representing members.

- d. That the UWU representatives have an opportunity to meet with new workers on 30 minutes paid time for the purposes of an induction.
- e. Reasonable Paid time for Delegates to perform their role as delegate on site or off site.

#### 16. Shift Loadings:

- a. any shift loadings to be paid for all hours worked.
- b. shift loadings to be paid on all forms of leave (including annual, personal/carer's leave and long service leave).

17. That the Agreement provide for **RDO's** (rostered day off per month).

18. That **pay slips** are clear to understand with personal/carer's leave, including other leave entitlements displayed.

19. That in relation to **personal/carer's leave**:

- a. Shift loadings are applied to any personal or carer's leave taken.
- b. Employees be permitted up to 10 single day absences a year without a medical certificate.
- c. Statutory declarations are acceptable as evidence for sick leave.

20. That the Agreement provide for **paid parental leave**.

21. That in relation to **redundancy** pay;

- a. That employees receive 4 weeks' pay per year of service, capped at 52 weeks.
- b. That workers over the age of 45 receive an extra week of service.

22. That a **meal allowance** be paid at or after one hour of overtime.

23. That 14 days of paid **Disaster Leave** be included in the Agreement (Disasters may include fires, floods, pandemics and other natural or man-made events affecting workers).