



Tuesday, 26 October 2010

Mr Paul Maguire
Managing Director
McPherson's Limited
105 Vanessa St
Kingsgrove NSW 2208

Dear Paul

McPhersons Merchandisers Log of Claims

I write to you on behalf of our members who are employees of the National Union of Workers (New South Wales Branch) and employees of your company at McPhersons we seek your availability for the purposes of making an enterprise agreement pursuant to section 172 of the Fair Work Act 2009 (Cth). Our members (having advised the union that they wish to enter into agreement negotiations with you) and have further requested that the union negotiate on their behalf with the company representatives for that purpose.

Please see below a log of claims our members for the purpose of making an agreement.

Our members claim the following for a new agreement:

1. A wage increase of 6% per annum for a three year agreement;
2. A clause requiring you to offer permanent employment to casual employees after 6 months regular and systematic employment;
3. An increase to all relevant allowances;
4. A disputes procedure, including a status quo and arbitration provisions;
5. Mandatory consultation and flexibility provisions with agreed wording;
6. Offer of conversion to permanent employment after 6 months;

7. Hourly allocation of time not linked to sales;
8. Phone line rental;
9. Time spent in travel between stores to be a payment on top of your hours of work ;
10. First 30 minutes of travel to work in employees time, after that it is deducted from days allocation of hours;
11. All time spent doing induction updates is to be reimbursed to the employee by the company;
12. Mileage is to be paid from home to home;
13. Increase to the mileage rate;
14. Phone line rental;
15. Increased redundancy provisions in addition to the Award;
16. Minimum 3 hours work per call out;
17. Allocation of separate time to be used for duties performed at home;
18. All additional work to be allocated a reasonable amount of time to complete
19. Union recognition clauses, including;
 - i. payroll deductions;
 - ii. delegates rights including paid training leave;
 - iii. union access to new employees during the induction process;
 - iv. right of entry provisions (other than those referred to in section 194(f) and 194(g) of the Act.
20. A provision describing:
 - I. who the agreement will apply to;
 - II. a provision facilitating its application to people currently covered by the agreement;
 - III. allowing for the agreement to continue to operate beyond expiry until a new agreement is reached; and
 - IV. providing for negotiations for a replacement agreement

Please advise your availability within fourteen days. Your assistance in this matter would be appreciated.

Please contact the NSW State Secretary or the undersigned should you have any queries.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'M. Cartwright', enclosed in a light grey rectangular box.

Martin Cartwright
NSW Organiser
National Union of Workers
NSW Branch

cc Phil Crowe