

## **SDA and McDonalds negotiations for a new agreement**

**December 2018**  
**Without Prejudice**

### **Log of Claims**

**Any new agreement must continue the existing McDonalds SDA agreement, where conditions won by the SDA are better than the Award.**

*These are important issues that should not be removed by McDonalds.*

*Members have told the SDA they do not want their current conditions reduced. The continuation of existing conditions in a new agreement shows that the employees conditions are to be improved not removed.*

#### **This includes:**

- a) For all employees rosters: a 9.5 hour daily maximum, a maximum of 6 consecutive days of work, maximum of 5 starts per week
- b) For FT and PT employees rosters: 1 weekend off in 4, 2 consecutive days off per week,
- c) For Casuals rosters: 38 week maximum
- d) For PT employees a weekly minimum of 10 hours
- e) An independent umpire in the Commission for deciding and resolving disputes
- f) Extra breaks for drivers
- g) Paid insurance for drivers
- h) Paid leave for:  
Emergency Service work,  
Natural disaster,  
Jury Service,  
Blood donation,  
Bone Marrow donating and  
Defence force leave
- i) Location allowances for WA, Qld and NT
- j) Employees resigning from work only to give 1 weeks notice
- k) Union Picnic Day in NSW and Port Pirie
- l) Overtime paid if you work through your meal break
- m) Unpaid study leave for casuals

#### **The SDA makes the following demands for employees working at McDonalds.**

1. A BOOT compliant EBA that:
  - Protects the existing take home pay of employees;
  - Improves penalty rates
  - Secures hard won SDA conditions

#### **Wages and Related Matters**

2. An immediate interim adjustment of wages and penalties equivalent to the 3.5% increase of the NWC of July 2018.
3. A sign on bonus payment on the positive vote of any new agreement.
4. Penalty Rate structure to be no less than the Fast Food Industry Award
5. Penalties at any time during the life of the agreement to be no lower than the Fast Food Industry Award
6. Public Holiday rates during the life of the agreement to be no lower than the Fast Food Industry Award

7. Pay rises for all employees throughout the life of the Agreement of 4% per annum. No employee will suffer a reduction from the hourly rate that they are now on. All employees will receive all wage increase under the new agreement.
8. Adult rates to be paid at 18 years of age.
9. 15 yo rates to be no less than 50% of the adult rate.
10. Junior rates not to apply to classifications above crew member.
11. Employees hours not to be affected by employees on lower rates of pay.
12. Superannuation to be paid on all hours worked for all employees.

### **Classifications**

13. Introduce a classification Structure of:

Level A	Crew member
Level B	Shift assistant/Area Leader who do not supervise employees
Level C	Crew Trainer, Maintenance Employee, Shift Supervisor, McCafe Co-Ordinator
Level D	Shift or Trainee Manager, Manager

### **Hours of Work and Rostering**

14. A part-time employees hours to be increased to reflect any regular additional hours worked over the previous year.
15. Level 4 employees to have the ability to have 1 weekend off a month.
16. Part-time roosting provisions to be consistent with FFIA roosting principles and, provide existing employees access to additional hours.
17. Include Rostering principles that include:
  - Rostering within an employee's availability
  - Setting or changing rosters that account for an employee's access to safe transport home, family responsibilities and study commitments when roosting
  - Rosters to be provided 14 days in advance.
  - Roster patterns not to be changed without consultation
  - Consistency of roosting for all employees
  - Casuals to have the right to convert to permanency.
  - Prior to engaging new employees examining if existing employees wish to increase their hours or change their status to Full time or Part time.
  - Not changing a roster to avoid an entitlement.

18. Ensure that restaurants are properly staffed to ensure that employees are able to take all their breaks.
19. Drink breaks to be called rest breaks. The break is to be an uninterrupted 10 minutes. Staff to be able to access water for drinking at any time.
20. Paid crib breaks overnight rather than unpaid meal breaks

### **Parental leave**

21. Paid Parental Leave at full ordinary time earnings for a period of eight weeks in addition to the Government payment.
22. A top-up payment to be paid making up the difference between the Government payment and the ordinary time earnings of the employee (if any), for the period of eighteen weeks of the Government scheme.
23. Superannuation to be paid for any period of Parental Leave (paid and unpaid, including the during the government scheme) up to 12 months.
24. Two weeks of paid parental leave to be provided for secondary carers at ordinary time earnings.
25. Employees who are taking responsibility for permanent/long term care of a child through a permanent care order or equivalent long-term foster arrangement, to be given access to parental leave in line with employees who adopt a child.
26. Right to return to work from parental leave on a part-time or reduced hours basis until the child is school age and the right to revert to pre-parental leave hours at the end of that period

### **Leave Issues**

27. Paid family and DV leave of 10 days
28. Accident Make up pay to be 39 weeks for all employees across Australia
29. Sick leave: 2 single day absences without the need to provide evidence  
Accruals displayed to be a payslips/hub
30. Annual Leave applications to be responded to within 2 weeks, currently 8 weeks.
31. Any requests for Annual Leave made during key operational (blockout) periods will not be unreasonably refused.
32. Annual leave loading or penalties whichever is the higher to be paid on all annual leave including when leave is taken in advance, cashed or paid out.

### **Uniforms**

33. Laundry allowance to be paid separately.
34. Uniforms to be supplied free of charge.