

"Without Prejudice"
**PRIMARY CONNECT HEATHWOOD
CHILLER & FREEZER
NEGOTIATIONS 2024**
SDA Log of Claims

Agreement Length and Compliance

1. **A 3-year agreement which is compliant with all legislation and the Better Off Overall Test.**
 - a. Same job, same pay inserted in the agreement
 - b. Inclusion of the right to disconnect
 - c. Updating of the casual conversion conditions
 - d. A complete SDA union rights clause

Wages & Allowances

2. **Improved wages**
 - a. Back pay of wages & all allowances if agreement takes effect after 31 October 2024
 - b. Rates of pay that are comparable with the BRDC
 - c. Super paid on all hours worked & all approved leave
3. **Improved penalty rates**
 - a. Afternoon shift (1pm-9pm) paid a 20% loading for the whole shift
 - b. Nightshift continue to get 25% loading for the whole shift
 - c. Saturday 150% penalty
 - d. Sunday 200% penalty
 - e. Application of Hybrid shift provision in penalty tables
4. **An improved classification structure**
 - a. Classified rates of pay based on length of service
 - b. Service with agency recognised for service under the agreement for classification & rates.
 - c. Employees promoted/trained for other functions based on length of service
5. **Improved allowances**
 - a. Introduction of a Supervisor's Allowance
 - b. Introduction of Trainers Allowance
 - c. Introduction of Forklift & Loader Allowances
 - d. Introduction of First Aid Allowance
 - e. Introduction of other allowances for roles and functions that are considered to require a greater degree of responsibility or skill, than picking and general functions.
 - f. Boot allowance increased to an annual cumulative \$400, employees can pay off excess over a number of pay periods and the allowance can be used to purchase other forms of PPE.
 - g. Replacement uniform supplied on the employee's anniversary date, at no cost to employee
 - h. All allowances to increase in line with increases in agreement
 - i. Personal effect allowance of \$1077.00

Breaks & Rostering

6. **Improved breaks**
 - a. 20-minute breaks & they begin when you enter lunch room
 - b. Mid-shifters to receive a 15-minute paid break
 - c. Extra 20-minute paid break for shifts of 12 hours or greater
 - d. Clocks-on-clocks to include travel time to and from the break room



**NOT A MEMBER YET?
JOIN ONLINE**



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7. Improved RDO conditions

- a. Introduction of rotating RDO's and ability to bank RDO's
- b. Where an employee elects to have an RDO the extra half hour required to be worked daily will be worked at the beginning or end of the normal shift at the employee's election

8. Improved rostering provisions

- a. Rostering option for 9 Day fortnight & 4-day week

Leave Provisions

9. Improved Leave Provisions

- a. **Ability to utilise Annual Leave when Personal Leave is exhausted**
- b. 5 weeks of Annual Leave and corresponding Increase in casual loading of 2.5%
- c. All work on Public Holidays to be purely voluntary.
- d. Employees to be able to apply for and have fairly considered Annual and Long Service Leave at any time of the year.
- e. Extra 5 days of personal leave
- f. 4 single day absence without supplying evidence of illness
- g. Enduring medical certificate if a family member has long term illness
- h. Bonus based on amount of personal leave taken in a 12-month period
- i. Ability to notify electronically of need for access to Personal Leave & for supply of documentation
- j. 5 days paid Natural Disaster Leave
- k. Where an employee cannot access the workplace due to poor weather and it is not considered a natural disaster, the employee can use personal leave or annual leave
- l. Paid Pandemic Leave – the ability to use Annual Leave if stood down
- m. Access to Long Service Leave after 7 years' service
- n. Overtime will attract leave entitlements
- o. Compassionate Leave on still birth or miscarriage and to include Aunt, Uncle and Cousins.
- p. Clause 9.4 definition of "immediate family" amended to include:
 - a child placed on a permanent care order or long-term foster arrangement; and
 - a person significant to the employee to whom the employee provides regular care

10. Improved family and domestic violence leave conditions

- a. 10 days Paid FDV Leave
- b. FDV Leave for casuals based on expected rosters
- c. The appointment of an FDV officer
- d. FDV risk & protection in the workplace where threats of patterns or behaviour suggest the violence may also be a threat at/within the workplace.

11. Improved parental leave provisions

- a. 26 weeks paid at full ordinary time earnings for all parents regardless of status and length of service
- b. Superannuation on paid and unpaid parental leave
- c. Top up of the government parental leave payment to full ordinary time earnings
- d. All periods of paid and unpaid parental leave recognised as active service,
- e. Paid Grandparental Leave of 12 weeks up until the child is school age.
- f. An enhanced right to return to the role and hours an employee had prior to taking parental leave

Workplace Health and Safety

12. The inclusion of a Workplace Health and Safety clause

- With general WH&S provisions
- With excessive workload provisions
- With mental health & wellbeing provisions
- With violence, harassment & sexual harassment provisions

Other Matters

13. Engineered standards to be removed as a labour standard and introduce the principle of a fair weeks work for a fair weeks pay

14. The introduction of an incentive scheme for above average performance.
15. The inclusion of a status quo provision in the disputes procedure for roster changes/disputes
16. The Company commits to the SDA's Work and Care Sustainable Workforce Principles by enshrining it into agreement. (See appendix A)

Appendix A

Work & Care Principles

Statement of Principles

The SDA funded a study into retail work: Challenges of Work Family and Care. This report identified the stress, uncertainty and issues employees face in juggling their work and personal commitments. If conditions at work are structured and provide for acknowledgment and acceptance that work is only a part of an employee's life then the balance for an employee will be better. This will provide a workforce that is more engaged, healthier and productive.

The SDA has developed a number of critical principles that are to be included in the new agreement:

1. The Union believes that a sustainable organisation is one which recognises and values a sustainable workforce.
2. **A sustainable workforce is one where it is acknowledged that:**
 - a) employees have commitments outside of work that require attention,
 - b) employees can have different caring responsibilities at different times in their lives,
 - c) employees will not be penalised or disadvantaged for having care responsibilities,
 - d) working should provide employees with meaningful hours of work and provide a living wage that is sufficient to meet their needs,
 - e) to manage care responsibilities, employees need secure, predictable and stable working hours and rosters,
 - f) life outside of work is acknowledged and valued which is reflected in the way we listen, respect and accommodate employee's needs,
 - g) accommodating an employee's care needs has a positive impact on their children's access to life, learning and opportunity,
 - h) accommodating employee's caring responsibilities has positive benefits to the organisation and to those in our society whom they care for.
3. The Right to Care is a basic right supported by the Company. Employees will have control over working hours to the maximum extent possible. In scheduling work rosters, the Company will consider the above, in addition to family, study and sporting commitments and the availability of safe transport home.
4. The rostering clause is to refer to the right under the NES to flexible working arrangements and any dispute about flexible work can be dealt with by the FWC including by arbitration.