



# MEAA log of claims

## Arts Centre Melbourne Enterprise Agreement 2016

Without prejudice and subject to change, correct as at September 27 2016

The following draft log of claims has been **written by the MEAA members and delegates at the Arts Centre Melbourne (ACM)** and we want it to be incorporated in our 2016 Enterprise Agreement (EA).

We have compiled this considered list of claims based on **hundreds of surveys and conversations** with staff and MEAA members at the Arts Centre Melbourne. Thanks to everyone for your suggestions and feedback!

These changes, if agreed to by HR and ACM senior management, will improve our jobs and ACM as a workplace. These claims are based on the values of **respect, diversity, the dignity of our work, the intrinsic value of the arts, creativity and social justice.**

We look forward to the support of all staff in our shared campaign for improvements at ACM.

Sincerely, and in solidarity - your MEAA delegates at the Arts Centre Melbourne.

### Your MEAA Union Delegates

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## Fair pay, superannuation and classifications

- **A fair pay rise for all employees annually on 1 July, back-dated to July 1 2016;**
- Annual performance increase of 1.5% to be retained and paid each year on July 1;
- Ordinary hours to be the same for all ACM staff, 8am-12 midnight;
- Penalty rates to be paid for unsociable hours worked to recognise the sacrifice made by staff;
- Minimum call to be increased to 4 hours across ACM;
- Workers to have a choice of compliant superannuation fund, with Media Super to be the default fund where no choice is made;
- Adopt MEAA/Media Super's best practice superannuation provision, including superannuation to be paid on every dollar earned and to workers on paid and unpaid parental leave at an average of the worker's ordinary superannuation contribution over the preceding 12 month period;
- MEAA and ACM to examine the current delivery/non-delivery of superannuation entitlements, including recent discrepancies with payments to staff and the application of clause 3.2.5 as it pertains to annual leave entitlements.
- Discussion about the current classification structure and its effect on wages;

## Allowances and Benefits

- All allowances to be adjusted in accordance with the fair pay increase;
- ACM will review OHS and safety arrangements for staff who finish late at night and will provide Cab Charge vouchers for those staff leaving work late at night;
- ACM to improve staff car park discount arrangements;
- ACM to provide gender-neutral toilets for staff/public;
- Warm uniforms (gloves, beanies, scarves, etc) to be provided to staff working in cold areas;
- Where an employee is rostered for a shift on a particular day, and is then asked to work an additional shift on the same day, they are to be compensated with a meal voucher.

## Secure jobs

- Fairness and transparency when advertising vacant roles at ACM and in the interview process. A commitment to selection on merit. Constructive and fair feedback where applicants are unsuccessful;
- ACM Staff are crucial to the experience of the public at ACM. ACM agrees to refrain from outsourcing and labour hire arrangements into the future, and commits to direct employment of staff wherever possible;
- In the event that work cannot be reasonably performed by ACM staff, ACM may consider third party / labour hire arrangements but will consult with MEAA in this instance to reach prior agreement;
- If after consultation, it is agreed that additional labour is required, agency staff will be employed under the *Arts Centre Melbourne Collective Agreement 2016*, or on terms no less favourable;
- ACM will review any existing labour hire arrangements and provide information to MEAA to ensure they comply with this clause;
- No forced redundancies over the life of this agreement.

## Leave

- ACM recognises the prevalence of family violence in the Australian community and its effect on our communities and workplaces. Paid family violence leave of 20 days per year for all employees in line with MEAA model clause. Where a casual worker has accepted a rostered shift and the worker cannot attend due to reasons related to family violence, the casual worker shall not suffer a loss of pay, discrimination or disciplinary action;
- Paid primary carer leave to be increased to 16 weeks;
- Paternity/partner leave and adoption leave (secondary care giver) to be increased to 4 weeks;
- Casual employees with more than 2 years' service will be entitled to 6 weeks primary carer leave;
- Cultural and ceremonial leave for ATSI workers, modelled on VPS Agreement;
- Rehabilitation leave clause, modelled on the ACMI clause;
- Introduction of surrogacy leave in addition to adoption leave;
- Recognising that many staff at ACM work irregular and dispersed shift patterns, ACM will allow a gap of 6 months between shifts before the continuity of service is broken for the purposes of retaining leave and other entitlements.



## Rostering, Breaks and Types of Employment

- Fair, equitable, transparent rostering and shift allocation;
- Policy governing availability requirements to be brought into the EA;
- Rosters to be scheduled at least 2 weeks in advance, similar to availability requirements;
- Availability requirements to recognise the value of weekend work and hence to credit shifts worked on the weekend at a greater value in terms of satisfying availability requirements;
- Recognition that shift start-time changes impact on workers' capacity to plan ahead. Where shift start time is altered with less than 7 days' notice, workers to be paid for change time and hours actually worked (ie. if shift start time is moved back two hours, the worker shall be paid for two hours in addition to time worked);
- Variable Time to be abolished as a type of employment. Minimum hours to be either guaranteed on a permanent basis or staff to be employed casually with the 25% casual loading;
- ACM agrees that existing casuals who are offered or entertain the prospect of a permanent (Full-time, or Part-time) position on a multi-hire basis will not have their existing casual job or hours undermined or removed as a result.
- Staff to be given the option of a 30 minute paid break after any consecutive 4 hour shift.
- Greater opportunities for F&B staff to work in the VE department;
- Create a "reserve pool" of staff for VE shifts in order to include ex-ushers for shifts that cannot be filled.

## Consultation, dispute resolution and union relationship

- Existing Paid Workplace Relations leave to be extended to all MEAA delegates, including casuals, and increased to 6 days in a regular year and 8 days in an EBA expiry year;
- Three paid union meetings of minimum 2 hours duration per year (or equivalent) available to all workers, granted at a time convenient to workers and ACM;
- MEAA union officials and delegates to be authorised to attend inductions of new workers to discuss union matters and educate workers about terms and conditions of employment. ACM will notify MEAA and union delegates of upcoming inductions and gatherings at least 4 weeks in advance; MEAA officials/delegates will be authorised 15 minutes at inductions to discuss issues as needed;
- MEAA union officials and delegates/members to be authorised to attend all-staff meetings and large department/staff gatherings to discuss union matters and educate workers about terms and conditions of employment. ACM will notify MEAA and union delegates of upcoming all-staff meetings / large department gatherings at least 4 weeks in advance. MEAA officials/delegates will be authorised 15 minutes at all-staff meetings to discuss issues as needed;
- ACM to provide all new employees covered by the agreement with a copy of the agreement and a document indicating that ACM encourages employees to consider joining MEAA. The document will be drafted and approved in conjunction with MEAA;
- Union delegates and officials to be allowed to perform reasonable union duties during work time, including being permitted to distribute union materials and hold discussions on work and union related matters. Reasonable access to facilities such as telephones, computers, printers email and meeting rooms shall be given;
- MEAA to be entitled to a dedicated noticeboard space in Wirths and the Roster room;
- MEAA officials will be granted access to Wirths and the Roster room;
- MEAA delegates will be permitted to wear a small MEAA badge on their uniforms, identifying them as union delegates to workmates;
- Adopt MEAA [model consultation clause](#) for workplace change;
- Adopt MEAA [model dispute resolution clause](#);
- [Review disciplinary procedure at clause 3.15 of the Agreement](#);
- ACM will agree to issue the Notice of Representational Rights no later than 7 months prior to the Nominal Expiry Date of the Collective agreement and will forward a copy of the Notice to the MEAA;
- ACM will commence formal bargaining for the next collective agreement no later than 6 months prior to the Nominal Expiry Date of the collective agreement.



## Fostering the Arts Centre Community

- ACM and MEAA will incorporate a clause that recognises the Arts Centre Melbourne is on the Wurundjeri land of the Kulin nation and will recognise the contribution of Indigenous people to the arts in Victoria;
- ACM and MEAA will incorporate a clause to recognise and celebrate the LGBTIQ community at the Arts Centre Melbourne and its contribution to the arts in Victoria;
- ACM will consider arrangements whereby ACM staff who are also artists may have access to ACM performance / exhibition space where practical;
- ACM will consider an annual scholarship to be awarded to a current ACM staff member for the purpose of producing an artistic work (dramatic, visual, etc) with a focus on social justice. All ACM staff will be informed of this opportunity and invited to apply;

## Other matters

- Clearer, electronic pay slips for all staff, including clearer information on payments of superannuation, and overtime;
- Paid training for staff, particular in tours, menu tasting and dealing with difficult patrons;
- ACM to conduct annual training and education for managers on the content of the EA and the delivery of conditions to staff, in particular for HR, Payroll and Rostering staff;
- ACM and unions to consider a sustainability working group to ensure ACM reduces its impact on the environment, particularly in relation to energy usage and food waste;
- ACM and MEAA will draft a new Social Media Policy and incorporate this policy into the EA. This policy will recognise:
  - The increased prevalence and use of social media in the lives of all Australians;
  - The right to freedom of speech and artistic expression for ACM staff;
  - The inherent value of creative endeavour, satire and artistic licence for ACM employees, particularly those who are active members of the arts community;
- Update relevant clauses in line with *Fair Work Act 2009* requirements and terminology; make administrative changes as necessary;