



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Melbourne Stadiums Limited T/A Etihad Stadium
(AG2017/1089)

MELBOURNE STADIUMS LIMITED ENTERPRISE AGREEMENT 2016

Amusement, events and recreation industry

COMMISSIONER ROE

MELBOURNE, 15 MAY 2017

Application for approval of the Melbourne Stadiums Limited Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Melbourne Stadiums Limited Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Melbourne Stadiums Limited T/A Etihad Stadium. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Media, Entertainment and Arts Alliance, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 15 May 2017 and, in accordance with s.54, will operate from 22 May 2017. The nominal expiry date of the Agreement is 15 May 2020.



COMMISSIONER

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Annexure A



11 May 2017

Fair Work Commission
Commissioner Roe
11 Exhibition Street
Melbourne Victoria 3000

Dear Commissioner Roe

UNDERTAKING – Melbourne Stadiums Limited (AG2017/1089)

1. Operation

This undertaking is made in accordance with section 190 of the *Fair Work Act 2009* (**FW Act**) and the Company understands this undertaking will be taken to be a term of the Agreement pursuant to section 191 of the FW Act.

2. Defined Terms

For the avoidance of doubt, the defined terms used in this undertaking are the same (and have the same meaning) as those used in the *Melbourne Stadiums Limited Enterprise Agreement 2016* (**Agreement**).

3. Undertaking

The Company undertakes that in any 3 month period employees will not be rostered to work in excess of 50% of their rostered hours on a Sunday.

Signed by Melbourne Stadiums Limited

A handwritten signature in black ink, appearing to read 'Steve Hancock', is written over a faint, stylized blue and white graphic.

Steve Hancock
General Manager - Finance & Administration

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msl
Melbourne Stadiums Limited

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Melbourne Stadiums Limited Enterprise Agreement 2016

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Recitals

- A This Agreement sets out the arrangements relating to employment agreed between the parties.

Now it is agreed as follows:

1 Title

This Agreement will be known as the Melbourne Stadiums Limited Enterprise Agreement 2016.

2 Interpretation and Definitions

2.1 In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of this Agreement;
- (d) if something is to be done on a day which is not a Business Day then that thing must be done on the next Business Day;
- (e) 'person' includes a natural person and any body or entity, whether incorporated or not;
- (f) 'day' means a 24 hour calendar day, 'week' means 7 consecutive days, 'month' means calendar month, 'fortnightly' means two consecutive weeks, and 'year' means 52 consecutive weeks;
- (g) 'in writing' includes any communication sent by letter, facsimile transmission or email;
- (h) 'including' and similar expressions are not words of limitation.

2.2 The following terms will be read in this Agreement as having the following meaning:

Act means the Fair Work Act 2009 (Cth) as amended from time to time;

Agreement means the Melbourne Stadiums Limited Enterprise Agreement 2016;

Anniversary means the anniversary of the day this Agreement comes into operation, and the terms 'First Anniversary' and 'Second Anniversary' shall be interpreted accordingly.

Applicable Award means the Amusement, Events and Recreation Award 2010;

Car Park Employee means an Employee engaged to perform duties and functions associated with the provision of parking and related services at the Stadium;

Employee and Employees means a person or persons covered by this Agreement engaged as a casual employee under a Letter of Offer by the Company in a classification set out in Schedule 2 of this Agreement;

Event means any activity being conducted at the Stadium from time to time;

Event Employee means an Employee engaged to perform the duties and functions associated with customer service, venue set-up, ticket selling, ushering, security and crowd control, information, merchandising, functions, car parking, administration and any other roles of a 'customer service' nature associated with the staging of an Event or the day to day

operation of the Stadium, except where those roles are otherwise provided for under this Agreement;

Immediate Family of an Employee means the Employee's spouse (including a former spouse), de facto partner and former de facto partner (whether of the opposite or same gender), and a child (including adult child, adopted child, step child or ex-nuptial child), parent (including step parent), grandparent, grandchild or sibling of the Employee or of a spouse (including former spouse) or de facto partner or former de facto partner (whether same or opposite gender) of the Employee;

Letter of Offer is a document in writing provided by the Company to each Employee upon the commencement of their employment;

NES means the National Employment Standards set out in the Act;

Rate of Pay and Rates of Pay are the rate or rates of pay for each classification of Employees set out in Schedule 2;

Roster and Rostered means the times of work scheduled by the Company which identify the start and finish times of hours to be worked by each Employee named in the Roster;

Stadium means the sport and entertainment facility located at 740 Bourke Street, Docklands currently known as 'Etihad Stadium';

Superannuation Legislation means the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth);

Union means the Media Entertainment and Arts Alliance.

3 Operation and Nominal Expiry Date

- 3.1 This Agreement will come into operation 7 days after it is approved by the Fair Work Commission (**Operation Date**). The nominal expiry date of this Agreement will be 3 years after the date on which this Agreement is approved by the Fair Work Commission.
- 3.2 The parties agree to commence negotiating in good faith the terms of a new enterprise agreement to replace this Agreement no later than three months prior to the nominal expiry date of the Agreement.

4 Parties, Scope and Application of Agreement

4.1 General

- (a) This Agreement applies to the Company and the Employees who, for the major and substantial part of their working time, perform work within the classifications set out in Schedule 2 and whose positions are identified in clause 4.1(e).
- (b) This Agreement entirely replaces and operates to the exclusion of all awards and/or enterprise agreements which previously applied or, but for this Agreement, may otherwise apply to an Employee, unless expressly provided for in this Agreement.
- (c) This Agreement and its terms are inclusive of all subject matters that could come within the scope of the Agreement under the provisions of the Act, and is in full settlement of all issues that might arise between the parties to this Agreement while the Agreement is in operation. This Agreement regulates in whole and exclusively the conditions of employment for the Employees.
- (d) Employees will not, either individually, collectively or through any representative(s), pursue any extra claims, either award or over award, for the duration of this Agreement. The rates of pay set out in this Agreement absorb, to the extent possible,

any minimum safety net adjustment or any changes in rates of pay arising from any decision of the Fair Work Commission or any successor body handed down during the life of this Agreement.

- (e) This Agreement will apply to:
 - (i) Event Employees; and
 - (ii) Car Park Employees

whose positions fall within the classifications contained in Schedule 2.

- (f) The parties acknowledge that Employees may be protected from unfair dismissal, subject to the provisions of the Act. Nothing in this Agreement is intended to remove any protection from unfair dismissal that an Employee may have under the Act.

5 Classification Structure

5.1 Classifications

Employees will be classified in accordance with Schedule 2.

5.2 Classification Flexibility

Employees will perform duties as directed by the Company at the level at which they are classified and all duties necessary for, or incidental to, those duties.

6 Payment of Salary and No Disadvantage

6.1 Payment of Salary

- (a) Employees will, unless agreed otherwise, be paid on a weekly basis.
- (b) Employees will be paid by electronic funds transfer into a nominated bank (or other recognised financial institution) account.

6.2 No Disadvantage to the Award

No Employee shall be worse off overall under the terms and conditions of this Agreement than they would be under the Applicable Award.

7 Rates of Pay

The applicable hourly Rates of Pay for each classification of Employees are set out in Schedule 2. The Rates of Pay set out in Schedule 2 will apply from 8 February 2017.

8 Attendance at Work

Subject to clause 9.3, an Employee's hours of work shall, subject to further agreement between the Company and the Employee concerned, count continuously from the time of beginning duty until the time that the Employee signs off at the completion of work for that day. In the circumstances when an Employee arrives late for a designated shift or due to an emergency is required to leave early, the Employee may have the minimum required shift payment reduced by the equivalent time the Employee was late or leaves early.

9 Rosters and Work Scheduling

9.1 Rest period after hours worked

- (a) To the extent that it is reasonably practicable, all Employees will have at least 10 hours off duty between the work performed on successive shifts (**Ten Hour Break**) unless mutual agreement is reached to have a shorter break. Before agreeing to a break of less than 10 hours, the parties must consider occupational, health and safety (**OHS**) issues.
- (b) Where it is not reasonably practicable to provide a Ten Hour Break to the Employee, subject to the Employee's agreement and subject to meeting applicable OHS requirements, an Employee may work two shifts without a Ten Hour Break. Employees who work a second shift without a Ten Hour Break will be paid at the rate of time and three quarters for the entirety of the second shift.

9.2 Posting of Rosters, Attendance and Roster Changes

Employees must be able to access their Roster no less than 24 hours prior to the commencement of their engagement. If, however, there is a change beyond the control of the Company in the staffing levels required for that rostered engagement, the Company may, in circumstances where the cancellation is made prior to the end of a shift being worked by an Employee within the 24 hour period prior to the commencement of the proposed rostered engagement, cancel the rostered engagement with lesser notice.

9.3 Meal Breaks

- (a) An employee must take a 30 minute unpaid meal break in the first 6.5 successive hours of work. Provision will be made for staff rostered less than 6.5 hours but more than 5 hours, who advise their team leader that they wish to take a 30 minute unpaid meal break. Any meal break will be taken at a time directed by the company depending on the needs of the business at the relevant time.
- (b) A 15 minute tea break will be arranged for Employees working a shift between 3 to 6.5 hours.

10 Employment Status

- 10.1 Employees will be engaged on a casual basis.
- 10.2 An Employee's Letter of Offer will specify that they are employed on a casual basis.
- 10.3 Included in the Rate of Pay set out in Schedule 2 is a 25% casual loading.
- 10.4 An Employee will not be entitled to receive notice of termination of employment or redundancy pay, except as provided for in clause 18 and Schedule 2.
- 10.5 Subject to clause 10.8, an Employee may be Rostered or required to work for a minimum of 3 hours' work per shift to be performed at any time of the day on an event or non-event day, except for the purposes of a paid meeting or training session where the Employee may be rostered for a minimum of 2 hours and paid in accordance with clause 14.
- 10.6 An Employee may be rostered to work up to a maximum of 12 hours on any one shift. If by mutual agreement, under special circumstances and subject to meeting applicable OHS requirements, this may be increased to 14 hours.
- 10.7 An Employee may work a split shift, by mutual agreement, in the same 12 hour period providing that the first part of the shift is not longer than 5 hours and that the unpaid break between shifts is not longer than 4 hours. The second part of the shift would be a continuation of the first part, prior to the break.

- 10.8 An Employee engaged in venue set-up Rostered or required to work a shift starting after 11 pm or before 5 am will be entitled to be paid for a minimum 4 hour shift.

11 Leave and Public Holidays

11.1 Carer's Leave

An Employee may take up to 2 days of unpaid carer's leave. The unpaid carer's leave may be taken on each occasion when a member of the Employee's Immediate Family or household requires the Employee's care or support because of a personal illness, personal injury or unexpected emergency affecting the member.

11.2 Bereavement Leave

An Employee will be entitled to 2 days unpaid Bereavement Leave on each occasion of the death of a member of the Employee's Immediate Family or household. The Employee may also take this leave on each occasion when a member of their Immediate Family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to the member's life. The Company may require the Employee to provide satisfactory evidence of the need to take leave under this clause.

11.3 Unpaid Parental Leave

Employees are entitled to unpaid parental leave in accordance with the NES.

11.4 Long Service leave

An Employee is entitled to Long Service Leave in accordance with the Long Service Leave Act 1992 (Vic).

11.5 Public Holidays

Where a Car Park Employee works on a public holiday, they will be entitled to be paid the public holiday rate set out in Schedule 2.

12 Car Parking

- 12.1 Subject to clause 12.2, Employees will, subject to availability, be entitled to receive parking at a discounted rate of \$15 when working on an Event day and at a discounted rate of \$10 when working on a non-event day, upon showing their staff photo ID pass.

- 12.2 Employees who work a shift commencing during the period between 11 pm and 5 am (inclusive) will be entitled to receive, free of charge, parking, provided that the Company may review and change at its discretion the entitlement to car parking on an Event day. The location of car parking may also be subject to change during the life of this Agreement.

13 Uniforms & Laundry

When an Employee is supplied with a uniform, the uniform will either be laundered by the Company or, if not, a uniform allowance will be paid to the Employee as set out in Schedule 2. Subject to uniform policy conditions, for uniforms issued to applicable Event employees (non suits), a \$50 deposit is payable in two equal instalments over the first two pay periods during which the employee performs work for the Company. The uniform deposit is fully refundable upon cessation of employment, subject to the employee returning the uniform (excluding the baseball cap) to the Company.

14 Training

Where Employees are requested to undertake training, including if such training is on-site or in an online environment, this will be paid at 75% of the applicable Rate of Pay.

15 Workplace Union Delegates

- 15.1 Subject to clause 15.2 below, the Company will recognise union delegates appointed by employees covered by this Agreement and whose names have been forwarded to the Company by the Union.
- 15.2 Up to two workplace union delegates per shift may, upon request to the Event Staffing Manager or equivalent, have the commencement time of their rostered shift modified to begin up to 45 minutes earlier to allow them time to perform their delegate duties, subject to minimising the effect on the performance of their duties. To avoid any doubt, the original end time of the shift may also be modified and the minimum call of three hours must still apply.
- 15.3 With prior notification to the relevant supervisor and subject to minimising the effect on the performance of their duties, workplace union delegates may be allowed reasonable paid time during rostered hours to perform their role as union delegate, including time to represent employees in relation to matters relevant to the workplace.
- 15.4 The Company will allow designated space on the noticeboards in the muster room and areas where employees eat their meals whilst on breaks for the use of the Union and workplace union delegates.
- 15.5 The Company will grant up to five recognised union delegates each, up to five days leave with pay each year to enable those delegates to attend delegate training. The leave does not accumulate from year to year.
- 15.6 Delegates must have at least six months continuous service with the Company to be eligible to attend delegate training under clause 15.5.
- 15.7 The Company may require satisfactory evidence of attendance at the training.
- 15.8 The Employee attending such training shall be paid at their Rate of Pay which normally becomes due and payable during the period of leave.
- 15.9 Attendance at such training granted pursuant to this clause will count as service for all purposes of this Agreement.

16 Staff Meals

During meal breaks on an Event day, rostered Employees covered under this Agreement are entitled to a 50% discount on the retail price of nominated food and beverage available for sale in designated retail food outlets at the restricted timeframes between game breaks only and upon presentation of their employee security pass.

17 Superannuation

- 17.1 The Company will make superannuation contributions into a complying superannuation fund (within the meaning of applicable legislation) nominated by the Employee, to the extent it is obliged to do so and at the minimum amount required, in accordance with the Superannuation Legislation (as amended from time to time).
- 17.2 Where no such fund is nominated by the Employee, contributions will be made into one of the following funds:
 - (a) Host Plus Superannuation fund; or

- (b) Australian Super.

17.3 Employees are able to salary sacrifice in respect of superannuation contributions subject to the relevant trust deed and Superannuation Legislation

18 Notice of Termination

18.1 Termination by the Company

- (a) The Company may immediately terminate the employment by giving the Employee one day's written notice or payment in lieu of one day's notice.
- (b) No notice will be required in cases of termination for serious misconduct.

18.2 Termination by the Employee

The Employee may terminate the employment by giving the Company 1 day's written notice.

18.3 Payment on termination

If employment is terminated (for any reason), the Company shall not be obliged to pay the Employee any moneys other than the following:

- (a) any outstanding monies to which the Employee is entitled in respect of work performed up until the date of termination of employment;
- (b) any payment in lieu of notice made pursuant to clause 18.1(a) and
- (c) any amount to which the Employee may be entitled in lieu of long service leave in accordance with the Long Service Leave Act 1992 (Vic).

19 Consultation and Dispute Settlement Procedure

19.1 Consultation

The procedure set out in clause 19.2 below applies if the Company has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its business and the change is likely to have a significant effect on Employees.

19.2 The Consultation Procedure

- (a) The Company must notify the Relevant Employees of the decision to introduce the major change. 'Relevant Employees' means the Employees who may be affected by the major change.
- (b) The Relevant Employees may appoint a representative for the purpose of the consultation procedures.
- (c) If a Relevant Employee or Relevant Employees appoint a representative for the purposes of consultation and the Employee or Employees advise the Company of the identity of the representative, the Company must recognise the representative.
- (d) As soon as practicable after making its decision, the Company must:
 - (i) discuss with the Relevant Employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and

- (C) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (ii) for the purposes of the discussions, provide in writing, to the Relevant Employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the Employees; and
 - (C) any other matters likely to affect the Employees.
- (e) The Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- (f) The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- (g) A major change is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.

19.3 Changes to an Employee's Ordinary Hours or Regular Roster

The consultation process outlined in this clause will also apply where the Company has made a definite decision to change the regular roster or ordinary hours of an Employee. In those circumstances, the Company will provide affected Employees with information about the changes, invite those Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and consider any views given by those Employees about the impact of the change.

19.4 Consultative Committee

- (a) A Consultative Committee will be established to oversee the implementation and monitoring of this Agreement, and to gain Employee input and views on decisions which will improve the productivity and efficiency of the Company.
- (b) Unless otherwise agreed, the Consultative Committee will have up to 6 members, with an equal number of Company and Employee representatives including up to 2 MEAA representatives.
- (c) The Consultative Committee will meet twice per year unless otherwise agreed.
- (d) Employee representatives will be paid 2 hours for each meeting at their Rate of Pay.

19.5 Dispute Settlement Procedure

The following procedure for the avoidance of industrial disputes will apply with respect to matters covered by this Agreement or in relation to the NES.

- (a) The disputes resolution process will be as follows:
 - (i) the Employee or Employees concerned will first meet and confer with their immediate manager or supervisor;
 - (ii) if the matter is not resolved at such a meeting, the parties will arrange further discussions involving a more senior manager as appropriate.
 - (b) The Employees may appoint another person to act on their behalf.
 - (c) If the matter remains unresolved, it may be referred to a Human Resources representative of the Company. The Employee(s) concerned will be entitled to be represented by an officer or officers of the relevant Union at this stage.
 - (d) If the matter continues to be unresolved, the parties may refer the matter to the Fair Work Commission for conciliation.
 - (e) If the matter continues to be unresolved, the parties may refer the matter to the Fair Work Commission for arbitration.
- 19.6 The parties to this Agreement agree that all work will continue during all parts of this procedure. No party shall be prejudiced as to the final resolution of the dispute by the continuance of work in accordance with this clause.
- 19.7 In order to facilitate the above procedure:
- (a) the party with the dispute must notify the other party as soon as possible as soon as the dispute has arisen;
 - (b) all relevant facts must be clearly identified and recorded throughout all stages of the procedure; and
 - (c) reasonable time limits must be allowed for completion of the various stages of discussion. However, the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as possible.

20 Anti-discrimination

- 20.1 It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 20.2 Accordingly, in fulfilling their obligations under clause 20.1, the parties will make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 20.3 Nothing in this clause should be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth Anti-Discrimination Legislation;
 - (b) an Employee, the Company or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and
 - (c) the exemptions in section 351(2)(b) and 351(2)(c) of the Act.

21 Flexibility

- 21.1 The Company and an Employee may agree to make an individual flexibility agreement to vary the effect of the terms of this Agreement if:
- (a) this Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in clause 21.1(a); and
 - (c) the arrangement is genuinely agreed to by the Company and Employee.
- 21.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 21.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and the Employee; and
 - (c) is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 21.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 21.5 The Company or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Company and the Employee agree in writing - at any time.

Schedule 1

1 Redundancy

- 1.1 An Employee's position is redundant when the Company decides that it no longer requires the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour or a transmission of business and, as a consequence, an Employee's employment is terminated.
- 1.2 The entitlements set out in Schedule 1 will be granted to any Employee whose position is redundant as described in clause 1.1 above and who meet the criteria in clause 1.5 below, other than an Employee who is excluded under clause 2.2 or clause 2.3 below.
- 1.3 During the operation of this Agreement, the Employees and the Union will use their best endeavours to create an environment free of industrial disputation arising from any future redundancies or outsourcing requirements of the Company. The Company will notify and consult with the Employees and their respective Union body with respect to any plans involving redundancy or outsourcing.
- 1.4 Employee representatives may, at any time, raise concerns on behalf of individual Employees or groups of Employees directly affected by redundancy issues, including outsourcing and the transfer of employment, regarding justification and retention.
- 1.5 For the purposes of this Schedule, Employees will be eligible for redundancy pay under this Schedule, provided that the Employee satisfies each of the following criteria:
- (a) the Employee has worked a regular routine work pattern of employment (regular hours) for a minimum of 42 weeks in every calendar year of employment; and
 - (b) the Employee is engaged on a regular and systematic basis for a sequence of periods of employment for at least 12 months and the Employee has a reasonable expectation of continuing employment by the Company.
- 1.6 In conjunction with any payment of redundancy pay to an Employee covered by this Agreement, the Company will provide :
- (a) access to the services of an 'Outplacement and Career Counselling Service' provider, chosen by the Company;
 - (b) access to a counselling service appointed by the Company; and
 - (c) payout of the Employee's entitlement to accrued long service leave (if any) under the Victorian Long Service Leave Act 1992.
- 1.7 **Calculation of Redundancy Pay**

Subject to clause 1.8, an Employee who is eligible for redundancy pay under the terms of this Agreement will receive the following payments:

Continuous Service	Redundancy Pay
0-12 months	0 weeks' pay
1 year - 2 years	5 weeks' pay
2 years +	3 weeks' pay for each completed year of service

- 1.8 The maximum amount that will be paid by way of redundancy pay to an Employee is \$5,000.00.
- 1.9 For the purposes of calculating redundancy pay under this clause "weeks' pay" will mean the Employee's Rate of Pay, calculated on a pro-rata basis in accordance with an Employee's average weekly hours of work over the previous 12 months.

1.10 Notice Periods

In addition to redundancy pay, Employees made redundant will be entitled to a notice period of one day or payment in lieu of notice in accordance with clause 18.1(a) of this Agreement.

2 Redundancy Process

2.1 Selection for Redundancy:

- (a) A general request for volunteers for redundancy will be made in writing by the Company to all Employees in areas identified by the Company as having surplus Employees (**affected Employees**). This offer will be open for a period of 14 days (**period of offer**) and will contain a deadline for acceptance of such offer (**nominated closing date**).
- (b) The Company will, at its absolute discretion, retain the right to accept or decline applications made by affected Employees under clause 2.1(a) above.
- (c) After the nominated closing date, the Company will carry out redundancies by choosing between affected Employees who are volunteers (if any) and affected Employees who are not volunteers, taking into account factors such as, but not limited to, the needs of the business, the skill sets required in the business as a whole, and the skill sets required in the relevant part of the business. The fact that one or more of the affected Employees has volunteered for redundancy does not mean that the Company must select a volunteer, over an affected Employee who is not a volunteer, for redundancy.

2.2 Acceptable Alternative Employment

Entitlements under this Schedule (including to redundancy pay and notice) are not available to an Employee whose position is made redundant if the Company obtains for the Employee an offer of acceptable alternative employment within another area of the Company's business or with an out-sourced operation that was previously operated by the Company, or with another employer. It is acknowledged that 'acceptable alternative employment' will, in relation to a particular Employee, mean employment that:

- (a) is at a location not unreasonably distant from the location of the Employee's employment with the Company;
- (b) is subject to terms and conditions of employment that, on the whole, are at least as beneficial as the terms that applied with the Company; and
- (c) is offered with full recognition of, and acceptance of liability for, the Employee's prior service and accrued entitlements with the Company.

2.3 Employees Excluded

Employees whose employment is terminated on grounds of misconduct, or who do not meet the requirements of clause 1.5 above will be excluded from any redundancy pay and other entitlements under this Schedule.

2.4 Transfer of Business

No redundancy pay and other entitlements under this Schedule are payable to any Employee where the business or part of the business of the Company in which the Employee works is transferred to another employer in any of the following circumstances:

- (a) where the Employee accepts employment with the new employer which recognises the period of continuous service of the Employee with the Company to be continuous service of the Employee with the new employer; or
- (b) where the Employee rejects an offer of employment with the new employer:
 - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Company; and
 - (ii) which recognises the period of service which the Employee had with the Company to be continuous service of the Employee with the new employer.

Schedule 2

Rates of Pay

Event Employees - Casual

Level	Effective from 8 February 2017	Effective from First Anniversary	Effective from Second Anniversary
Area Team Leader	\$34.79	\$35.66	\$36.55
Team Leader	\$31.21	\$31.99	\$32.79
Level 1*	\$28.59	\$29.30	\$30.03

* Level 1 Event Employee includes attendant, crowd controller, cashier, ticket seller and venue set up.

Car Park Employees - Casual

	Effective from 8 February 2017		Effective from First Anniversary		Effective from Second Anniversary	
Shift type	Attendant	Team Leader	Attendant	Team Leader	Attendant	Team Leader
Mon-Fri	\$23.31	\$24.28	\$23.89	\$24.89	\$24.49	\$25.51
Weekend	\$35.24	\$36.83	\$35.24	\$36.83	\$35.24	\$36.83
Public Hol.	\$53.38	\$56.63	\$53.38	\$56.63	\$53.38	\$56.63

Uniform Allowances

	Effective from 8 February 2017	Effective from First Anniversary	Effective from Second Anniversary
Per shift	\$1.50	\$1.54	\$1.58
Maximum amount per week	\$7.50	\$7.69	\$7.88

Signatures of the Parties:

**SIGNED on behalf and with the authority
of MELBOURNE STADIUMS LIMITED by:**

Signature of the Authorised Person:

Name in Full:

Address:

Explanation of Authority:

In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:

**SIGNED on behalf of the Employees
covered by this Agreement by:**

Signature of the Authorised Person:

Name in Full:

Address:

Explanation of Authority:

In the presence of this Witness


Signature of Witness:


Name in Full:


Occupation:


Address:

On this date:


STEVE HANCOCK
740 BOURKE ST. DOCKLANDS
GM - FINANCE ADMINISTRATION


TIMOTHY BROWNE
LAWYER
740 Bourke St Docklands
31 March 2017


ADAM PORTELLI
LEVEL 3, 365 QUEEN ST, MELB
MEAA DIRECTOR - VICTORIA &
TASMANIA


MAXWELL BURTON
EVENT STAFFING MANAGER
740 BOURKE ST, DOCKLANDS VIC 3008
31 MARCH 2017

11 May 2017

Fair Work Commission
Commissioner Roe
11 Exhibition Street
Melbourne Victoria 3000

Dear Commissioner Roe

UNDERTAKING – Melbourne Stadiums Limited (AG2017/1089)

1. Operation

This undertaking is made in accordance with section 190 of the *Fair Work Act 2009* (**FW Act**) and the Company understands this undertaking will be taken to be a term of the Agreement pursuant to section 191 of the FW Act.

2. Defined Terms

For the avoidance of doubt, the defined terms used in this undertaking are the same (and have the same meaning) as those used in the *Melbourne Stadiums Limited Enterprise Agreement 2016* (**Agreement**).

3. Undertaking

The Company undertakes that in any 3 month period employees will not be rostered to work in excess of 50% of their rostered hours on a Sunday.

Signed by Melbourne Stadiums Limited



Steve Hancock
General Manager - Finance & Administration